

KAAHEXPRESS TERMS FOR SEND TRANSFERS

1. INTRODUCTION

- 1.1 This agreement is between you and Kaah Express BV (“**us**”) acting through one of Kaah Express representatives (“**KE rep**”) as our agent. The terms in the form are part of this agreement.
- 1.2 You must sign the form and insure all sections have been fully and accurately completed. If you do not, we not be able to send the money. You must contact us if any of the information you provide changes before the recipient collects or receives the money.
- 1.3 This agreement is for us to provide you with Kaah Express Money Transfer Service, which allows you to send money to the person named on the form (the “beneficiary”) to collect in cash at a Kaah Express location.
- 1.4 You can either send money within the same country or to a different RECEIVE country. The beneficiary can only collect the money in the RECEIVE country stated in the form. Once your KE rep has processed this form and been given your money, the beneficiary can collect the money at any Kaah Express location in the receive country within 24 hours (during opening hours) in cash, in the currency stated in the form unless condition 2.2(a) below applies. We will not contact the recipient when the money is ready to collect, so this is something you will need to do.
- 1.5 We do not offer our services in all countries. You can contact us, visit our website or ask a KE rep to find out the availability of our services, and addresses and opening times of locations offering the Kaah Express service.
- 1.6 **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. CHARGES AND CURRENCY EXCHANGE

- 2.1 You must pay us 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 KE rep will tell you wether a payout currency is available at a particular KE 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.
- 2.2 However for cash to cash transfers to a receive country outside of the European Union, Norway, Iceland and Liechtenstein (the “**EEA**”): (a) if the transfer amount is stated in US dollars and the beneficiary KE rep does not pay out in that currency, he/she will convert the money into local currency using our or his standard exchange rate; (b) if the money (whatever foreign currency it is sent in) is not collected within 45 days, the beneficiary KE rep may recalculate the converted amount at the time of collection, using our or his standard exchange rate.

3 RESTRICTIONS ON TRANSFERS

- 3.1 There are limits on how much you can send. Your KE rep will as necessary tell you what they are. 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; (c) it may be linked to fraudulent or illegal activity.
- 3.2 Unless law prevents us, we will try to call or write to tell you the reasons for our refusal and how you can put right any errors in your instructions. If you prefer (and the law allows), or if the law requires, we will return the money to you.

4 CANCELLING AND REFUNDING A TRANSFER

- 4.1 You do not have a right to cancel the transfer. We may nevertheless be able to cancel it before the beneficiary collects or receives the money. If you wish to cancel the transfer and request a refund of the transfer amount, you can ask your KE rep or write to us enclosing a copy of your completed form. We aim to process such requests promptly but in any case within 30 days.
- 4.2 For a cash to cash transfer, if the transfer was not made properly or never arrived, we will promptly refund the money and our fee if appropriate after investigating the circumstances surrounding the execution of the transfer.
- 4.3 However, we will not be liable where you have not met your obligations in condition 5.3 and the money is paid to someone who gave the KE rep what it reasonably believed to be valid identification for the beneficiary (“**identification**”).
- 4.4 We will not refund you if we are not liable under condition 8.4.

5 IDENTIFICATION AND PAY OUT FOR CASH TO CASH TRANSFERS

- 5.1 In order to collect the money and complete a transfer, identification will have to be provided. For certain transfers (depending on the receive country and amount – your KE rep has the details) additional information may be required in addition to identification or instead of identification.
- 5.2 The reference number of the transfer will normally also need to be provided to the KE rep. Please note that the reference number is not always required to collect the money (again, you can find out what is required from your KE rep).
- 5.3 You must not give the reference number or beneficiaries details to anyone other than your chosen beneficiary, and do all your reasonably can to make sure no one else can obtain them – for example, by (a) not letting anyone see the form: and (b) not writing down the reference number in a way that can be recognised, nor letting anyone overhear you tell the beneficiary what they are.