

Terms and Conditions

Vina Remittance Express AS (VINAREX) Online Service Terms and Conditions

Effective Date: January 1, 2016

THE ONLINE MONEY TRANSFER SERVICE IS OFFERED BY VINA REMITTANCE EXPRESS AS ("VINAREX") WITH BUSINESS REGISTER NUMBER 995 855 798 AT THE BRØNNØYSUND REGISTER CENTRE IN NORWAY. VINA REMITTANCE EXPRESS LIMITED IS A COMPANY INCORPORATED UNDER THE LAWS OF THE KINGDOM OF NORWAY, WHOSE REGISTERED OFFICE IS AT 4319 SANDNES, NORWAY.

IF YOU ARE 18 OR OVER AND RESIDENT IN THE EUROPEAN ECONOMIC AREA, YOUR AGREEMENT WITH US WILL BE MADE ON THESE TERMS AND CONDITIONS.

THESE TERMS AND CONDITIONS APPLY TO AND GOVERN YOUR ACCESS TO AND USE OF THE VINAREX ONLINE WEBSITE AND THE SERVICES AVAILABLE ON THE VINAREX ONLINE WEBSITE.

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND OUR TERMS AND CONDITIONS BEFORE YOU ACCEPT THEM. THEY CONTAIN LIMITATIONS ON THE SCOPE OF OUR OBLIGATIONS TO YOU, AS WELL AS LIMITATIONS ON AND EXEMPTIONS FROM OUR LIABILITY TO YOU IN THE EVENT THAT YOU SUFFER LOSS AS A RESULT OF USING OUR SERVICES. WE HAVE HIGHLIGHTED IN BOLD THOSE PROVISIONS WHICH DO THIS.

As used in our Terms and Conditions, the terms:

- (a) "**bank card**" refers to a Visa or MasterCard credit card or debit card issued by or through a bank in the European Economic Area member state in which the Service is offered;
- (b) "**card issuer**" refers to the issuer and owner of a bank card;
- (c) "**Prohibited Purpose**" refers to any unlawful purpose; to making or receiving payments for gambling services, gambling chips or gambling credits; or to sending a payment to yourself as the Receiver in order to evidence financial soundness (RISK OF FRAUD); or sending or receiving money on behalf of someone else.
- (d) "**receiver**" refers to the person identified as the beneficiary of a money transfer (whether that money transfer is initiated by a sender using the VINAREX Online Service or by a person using another VINAREX money transmission service);
- (e) "**sender**" refers to the person who initiates the carrying out of a money transfer by using the VINAREX Online Service;
- (f) "**transaction**" refers to each money transfer that you initiate under, and each other use that you make of, the VINAREX Online Service;
- (g) "**VINAREX**", "**we**", "**our**" or "**us**" refers to Vina Remittance Express AS; and, in the provisions listed in clause 15 (other than clause 9.7) and in references to "our negligence or fraud", includes any affiliate or agent of Vina Remittance Express AS when performing a task which would otherwise have to be performed by Vina Remittance Express AS in connection with its provision of the VINAREX Online Service;
- (h) "**VINAREX Online Service**" refers to any or all of the services which are made available by us by means of, and whose chief characteristics are identified on, the VINAREX Online Site;
- (i) "**VINAREX Online Site**" or "**Site**" refers to the website operated by us to provide online money transmission services and related information facilities; and
- (j) "**you**" or "**your**" refers to any person who uses the VINAREX Online Site or the VINAREX Online

Service as a sender.

We may change our Terms and Conditions from time to time. We will notify you of any change to our Terms and Conditions by posting a clear and readily accessible notice of change on the VINAREX Online Site. Our Terms and Conditions were last changed in January 2016. No change which we may make will affect the terms on which you used the VINAREX Online Site, or on which we provided the VINAREX Online Service to you, before we posted the notice of change on the Site. No change which we may make will affect your ability to terminate your agreement with us under clause 16.1 below.

1. OUR RESPONSIBILITY TO YOU.

- 1.1 Our agreement with you is that we will take reasonable care to provide the VINAREX Online Service. As such, we agree to provide you with the money transmission services (including the Additional Services of telephone notification, home delivery and supplemental messages (where available)) and the related information facilities described from time to time on the VINAREX Online Site.
- 1.2 We will generally rely without further enquiry on messages that are transmitted through the VINAREX Online Site and actually received by us, unless we have actual notice that any such message is incorrect, unauthorised or forged.
- 1.3 We do not accept any responsibility to you for:
 - (a) the goods or services which you pay for by using the VINAREX Online Service;
 - (b) malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us;
 - (c) any losses or delays in transmission of messages arising out of the use of any Internet access service provider or caused by any browser or other software which is not under our control;
 - (d) the services provided to you by your card issuer;
 - (e) viruses caused by third parties;
 - (f) errors on the Site or with the VINAREX Online Service caused by incomplete or incorrect information provided to us by you or a third party;
 - (g) any unauthorised use or interception of any message or information before it reaches the Site; or
 - (h) any unauthorised use of or access to data relating to you or your transactions which is held by us (unless such use or access is caused by our negligence, fraud or failure to comply with laws relating to the protection of your data).
- 1.4 We have no obligation to you to initiate or perform a money transfer or other transaction as part of the VINAREX Online Service if:
 - (a) we are unable to obtain satisfactory evidence of your identity;
 - (b) we have reason to believe that the transaction message is incorrect, unauthorized or forged;
 - (c) you provide us with incorrect or incomplete information or if your transaction message is not given to us sufficiently in advance to allow for timely provision of the requested transaction; or
 - (d) your card issuer does not authorise your use of your bank card for payment of the transaction and our related charges,and we do not accept any liability for damages resulting from non-payment or delay in payment of a money transfer to a recipient or failure to perform a transaction under the VINAREX Online Service by reason of any of these matters.
- 1.5 We may refuse to provide the VINAREX Online Service (in whole or in part) to you if to do so may breach any VINAREX policy (including policies intended to prevent fraud, money laundering or terrorist financing) and/or any applicable law, order of a court or requirement of any regulatory or governmental authority, body or agency having jurisdiction over us, or if we otherwise consider such action necessary to protect our interests. However, if we refuse to provide the VINAREX

Online Service (in whole or in part) for any of these reasons, we will wherever practicable notify you that we have done so and, unless we are prevented from doing so for some legal reason, we will explain why we have done so.

- 1.6 We may suspend the operation of the VINAREX Online Site or the VINAREX Online Service in whole or in part if, in our absolute discretion, we consider it appropriate to do so by reason of any circumstances beyond our control. We undertake that if the services provided by the VINAREX Online Site or the VINAREX Online Service are interrupted (whether by us, any third party service provider or otherwise) for any reason we will take reasonable care to minimise the duration of any interruption. Provided we comply with this undertaking, we shall not be liable to you for any loss or liability which may be suffered or incurred by you as a result of any such interruption, even if caused by our negligence, except where any such interruption is caused by our fraud.
- 1.7 We will generally communicate with you through the Internet and by email. This does not affect your right to communicate with us by any other means described in clause 5 below. A paper copy or a copy on any other durable medium of all specific and general contract terms governing any transaction that you have concluded with us may be obtained from us upon simple request sent by email. All communication between you and us will be conducted in the language that you will have chosen when contracting with us.

2. YOUR RESPONSIBILITY TO US.

- 2.1 You agree to pay our charges for each money transfer or other transaction which you initiate or request under the VINAREX Online Service. Information explaining our charges can be viewed under "Send Money" page at our website, which provides the estimated cost of sending an online money transfer (inclusive of tax).
- 2.2 You must pay for the principal amount of a money transfer and our charges by using a bank card. Each time you use the VINAREX Online Service, you agree that we are authorised to charge your card issuer for the principal amount of any money transfer and our charges relating to the relevant transaction before we perform the money transfer or other transaction. The amount that we will charge to your card issuer will be notified to you prior your final authorisation of the transaction.
- 2.3 You acknowledge and agree that:
 - (a) when you register with us, you will provide us with true, accurate, current and complete information;
 - (b) you will maintain and promptly update such information to keep it true, accurate, current and complete;
 - (c) you will not use the VINAREX Online Service for or in connection with any prohibited purpose;
 - (d) you will not initiate a money transfer or other transaction under the VINAREX Online Service in breach of these Terms and Conditions or any other restriction or requirement of use described on the VINAREX Online Site; and
 - (e) you are responsible for the security of your password and email account log-in in accordance with clause 7 below. You will notify us, without undue delay (by means of telephone or email as described in clause 5 below) on becoming aware of loss, theft or misappropriation or unauthorised use as well as on becoming aware of any unauthorised or incorrectly executed transaction giving rise to a claim. Any such notification must be given no later than 13 months after the completion of the transaction when relating to an unauthorised or incorrectly executed transaction.
- 2.4 You acknowledge and agree that information about you, and the services we provide to you, may be provided by us from time to time to regulatory or governmental authorities, bodies or agencies where:
 - (a) we are required by law to do so; or

(b) if we determine that such disclosure may help to combat fraud, money laundering offences or other criminal activity.

2.5 You agree that you will generally communicate with us through the Internet and by email at the following address: post@vinarex.no . This does not affect your right to communicate with us in the circumstances contemplated herein by any other means described in clause 5 below.

3. FOREIGN EXCHANGE.

3.1 All currency converted under the VINAREX Online Service is converted at our rate of exchange. Currency is converted at the time you initiate a transaction. The recipient will receive the foreign currency amount notified to you at the time the transfer is initiated, except as provided in section 3.3 below.

3.2 We use an exchange rate which is comparable to rates used by bureaux de change and other retail currency exchange facilities which offer exchange of comparable amounts of currency to the general public. Our exchange rate may be less favourable than some publicly reported commercial exchange rates used in transactions between banks and other financial institutions. Any difference between the currency exchange rate offered to you and the currency exchange rate received by us will be kept by us, in addition to our charges. Additional information about exchange rates for specific destination countries can be obtained by calling the applicable telephone number set out in clause 5 below.

3.3 Money transfers will normally be paid in U.S. dollars. In some countries, payment is available in the currency of the destination country or other alternate currency. You acknowledge that when you initiate a money transfer through the VINAREX Online Service, you will be required to select the currency in which you wish payment to be made to the recipient. Some VINAREX agent locations offer recipients the choice of receiving the funds in a currency that is different from the one selected by you. In such cases, we may make additional money when your funds are converted into the currency selected by the recipient.

4. CANCELLATION AND REFUNDS.

4.1 Under laws relating to online contracts, you have a right to cancel the VINAREX Online Service you have ordered, at any time until the expiry of fourteen days beginning on the day after your order is placed by notifying us using any of the means described in clause 5 below. We will accept any notice which indicates, in whatever wording, that you wish to cancel the VINAREX Online Service you have ordered. If, at your request, the VINAREX Online Service has been duly completed before the fourteen day-period has elapsed, this right of cancellation will expire.

4.2 If you exercise your right to cancel under clause 4.1 before you have sent a money transfer order to us, your agreement with us will terminate and you will not be able use the VINAREX Online Service to send any money transfer orders. We will not charge you any cancellation fee.

4.3 If you exercise your right to cancel under clause 4.1 after you have sent a money transfer order to us, we will reimburse any payments which you made to us before cancellation, but we will not reimburse you if we have paid the money transfer to the recipient before we receive your notice of cancellation.

4.4 Your right of cancellation under laws relating to online contracts is in addition to your cancellation rights as Sender. As a money transfer Sender you have the following rights:

(a) VINAREX will refund the principal amount of a money transfer and the transfer fee upon the Sender's written request to the address above by letter or email in case:

(i) the Sender cancels, no fraud is detected, the money hasn't been delivered and the Sender's credit card has not been charged; or

(ii) the Sender cancels, fraud is detected, the money hasn't been delivered, and the Sender's

- credit card has not been charged; or
- (iii) the transaction is declined by VINAREX; or
- (iv) the Sender wants to make a change, but VINAREX requires the transaction to be canceled before making the change; or
- (v) the money transfer is not available to the Receiver within three business days, subject to conditions beyond the control of VINAREX (or its Agents), such as regulatory requirements, inclement weather or telecommunications failure.

Payment of some money transfers may be delayed as a result of the application of United States or other applicable laws.

- (b) VINAREX will refund only the principal amount of a money transfer upon the Sender's written request to the address above by letter or email in case that:
 - (i) the Receiver rejects the transfer; or
 - (ii) the Sender cancels the transfer, no fraud is detected, and the Sender's credit card has been charged; or
 - (iii) the Sender cancels the transfer, fraud is detected, the money hasn't been delivered, and the Sender's credit card has been charged; or
 - (iv) payment to the Receiver is not made within 45 days.

To the extent allowed by law, VINAREX may deduct an administrative charge from money transfers that are not picked up within one year of the send date.

5. CUSTOMER SERVICE.

If you discover any errors or have any problems with or related to the VINAREX Online Site or VINAREX Online Service, you will generally communicate with us through the Internet and by email at the following address: post@vinarex.no. This does not affect your right to communicate with us by telephoning us on +47 5111 0939 (available Monday - Saturday from 8:00 a.m. to 8:00 p.m.)

6. REGISTRATION.

You will be required to register with us in order to use the VINAREX Online Service. Registration is subject to these Terms and Conditions.

7. PASSWORD AND SECURITY.

You will choose a password and account email login upon registering with us. You are responsible for maintaining the confidentiality of your password and account email login, and are fully responsible to us for all activities that occur under your password or account email login. You agree to immediately notify us (by means of telephone or email as described in clause 5 above) on becoming aware of any unauthorized use of your password or account email login or any other breach of security. Once you have told us that there has been an unauthorized use of your password or account email login, we will take immediate steps to try to prevent these from being used. Subject to our taking such steps, we are not liable for any loss or damage arising from your failure to comply with your obligation under clause 5 or this clause 7. You may have a right against your card issuer to have sums refunded or recredited to you if fraudulent use is made of your bank card.

8. DATA PROTECTION.

Your personal information is processed under applicable law and controlled by Vina Remittance Express AS in Norway. We use personal information you provide to us when using our products and services, as well as other information that is collected or generated during our relationship with you. This includes information from other services like money transfers, bill payments, loyalty or membership program

details, previous use of our services history, and marketing choices. This information is used to provide you with the services you have asked for and for activities such as administration, customer service, anti-money laundering, compliance and legal duties, validate your details, to help us understand our consumers by doing analysis and research of the information we hold, to help prevent and detect fraud, debt and theft, to help us improve our products, services and operations, and, subject to your choices, send you commercial communications by email, telephone, post, SMS and by any other relevant channel.

VINAREX may also use, collect from and share with other businesses that work with us, information from other products and services and convenience and/or rewards programs, for which you have registered. This information may be used for any of these purposes in this section. We will hold and retain the information that you give us about another person including the details of the receiver of our services in order to execute the transaction. Prior to providing this information you are obliged to notify and secure authorisation from the other person on our use of this information as set out in this section. The provision of this information is optional information, but needed to execute the transaction and provide these services to you. Without it, VINAREX is unable to provide the money transfer, facilitate convenience activities or other requested services.

We may provide the information we hold to parties located outside the EEA, including the USA, for the purposes set out in this statement. The categories of data transferred are personally identifiable information, contact details and information relating to the money transfer, transaction history, and any other Information supplied by you. We may also provide the information to other organisations, including those that help us run our business, if there is a reasonable need to do so, to carry out or aide the money transfer, future services, or for any of the reasons or uses set out in this section. We may add to information you provide with information from other businesses or individuals, including information to validate the accuracy of your information provided by you. VINAREX and our affiliates worldwide may disclose your personal information, including without limitation your name, customer ID number, address, transaction patterns and bank account information, (i) if we are required to do so by domestic or foreign law or legal process or (ii) to law enforcement authorities or other government officials (including those in this country, the United States or elsewhere) for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity, and the recipients may further disclose the information for these and other related purposes.

The information we hold may be accessed by VINAREX and our affiliates for any of the reasons set out in this section or for other purposes to which you have agreed. You have a right to ask us to see and get a copy of your information, for which we may charge a small fee. You can also correct, erase or limit our use of the information which is incomplete, inaccurate or out-of-date. And you may object at any time on legitimate reasons to the use of your information, where the processing is not required to complete the service, or required by law or regulation. If you wish to exercise these rights or no longer wish to receive commercial communications from VINAREX, please contact VINAREX by calling +47 5111 0939 (available Monday - Saturday from 8:00 a.m. to 8:00 p.m.) or alternatively by contacting us via our website www.vinarex.no

9. LIABILITY.

- 9.1 VINAREX will refund the principal amount of a money transfer upon the sender's written request by letter or email to the addresses provided in clause 5 above if payment to the receiver is not made within 45 days. VINAREX will refund the transfer fee upon the sender's written request by letter or email to the addresses provided in clause 5 above if the money transfer is not available to the receiver within three business days, subject to conditions beyond the control of VINAREX (or its Agents), such as regulatory requirements, inclement weather or telecommunications failure. Payment of some money transfers may be delayed as a result of the application of United States or other applicable laws. To the extent allowed by law, VINAREX may deduct an administrative charge from money transfers that are not picked up within one year of the send date.
- 9.2 If any loss which you or a recipient (who is not registered with us) suffers is not covered by a right to payment under the laws referred to in clause 9.1, we will only accept liability for that loss up to a

limit which is the greater of: (a) the amount of any service charge; and (b) € 500, unless otherwise agreed by us in writing. Our cap on our liability only limits a claim for loss arising out of any single transaction or related transactions, or (if a loss does not arise out of a transaction or transactions) any single act, omission or event or related acts, omissions or events. This means that if, for example, you suffer loss by reason of our failure to perform our agreement with you under two unrelated transactions, you might be able to claim up to € 1000. We do not, in any event, accept responsibility for any failure to perform your instructions as a result of circumstances which could reasonably be considered to be outside our control.

9.3 Any claim for compensation made by you and/or a recipient (who is not registered with us) must be supported by any available relevant documentation.

9.4 Nothing in this clause 9 shall (a) exclude or limit liability on our part for death or personal injury resulting from our negligence; or (b) exclude liability for our fraud, gross negligence or willful misconduct.

9.5 Your relationship is with Vina Remittance Express AS only. You agree that no affiliate or agent of Vina Remittance Express AS owes you any duty of care when performing a task which would otherwise have to be performed by Vina Remittance Express AS under its agreement with you.

10. INTELLECTUAL PROPERTY.

The VINAREX Online Site and the VINAREX Online Service, the content, and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by us, our affiliates, or third parties. All right, title and interest in and to the VINAREX Online Site and the VINAREX Online Service shall remain our property and/or the property of such other third parties. The VINAREX Online Site and the VINAREX Online Service may be used only for the purposes permitted by these Terms and Conditions or described on the Site. You are authorized solely to view and to retain a copy of the pages of the VINAREX Online Site for your own personal use. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the World Wide Web, or in any way distribute or exploit the VINAREX Online Site, the VINAREX Online Service or any portion thereof for any public or commercial use without our express written permission. You may not: (a) use any robot, spider, scraper or other automated device to access the VINAREX Online Site or VINAREX Online Service; and/or (b) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the VINAREX Online Site (or printed pages of the Site). The name VINAREX and other names and indicia of ownership of VINAREX's products and/or services referred to on the VINAREX Online Site are our exclusive marks or the exclusive marks of other third parties. Other product, service and company names appearing on the Site may be trademarks of their respective owners.

11. LINKS TO OTHER WEB SITES.

The VINAREX Online Site may contain links and pointers to other World Wide Web Internet sites and resources (the "Linked Sites"). Links to any Linked Site do not constitute an endorsement by, or association with, us of any third party resources or their contents. Links do not imply that we are affiliated or associated with or are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any Linked Sites are authorized to use any trademark, trade name, logo or copyright symbol of VINAREX. You should direct any concerns regarding any Linked Site to such Linked Site's site administrator or webmaster. We do not represent or endorse the accuracy or reliability of, and expressly disclaim, any advice, opinion, statement, or other information displayed or distributed through any Linked Site. You acknowledge that any reliance upon any opinion, advice, or information displayed on or otherwise available through any Linked Site shall be at your sole risk. We will not be liable for any potential issues regarding security, viruses or unwanted email that you may encounter outside the direct control of the VINAREX Online Site.

12. ENTIRE AGREEMENT.

These Terms and Conditions, together with all other matters incorporated into these Terms and Conditions by reference, embody the entire agreement and understanding between you and us and supersede and terminate all prior agreements or understandings you may have with us.

13. TRANSFER.

We have the right to transfer, assign or delegate our rights and/or responsibilities in whole or in part under our agreement with you to an affiliated company, or any third party, at any time without your consent unless such transfer would reduce your rights and/or remedies or increase your responsibilities and/or liabilities under your agreement with us. You may not transfer your rights and/or responsibilities under your agreement with us without our prior written consent.

14. SEVERABILITY.

In the event any one or more of the provisions of these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

15. GOVERNING LAW AND VENUE.

Our contract with you (as well as the relationship between us before we contract with you) is subject to Norwegian law, without prejudice to rules in force in your country of residence which afford greater protection. You and VINAREX agree that as a consumer, within the meaning of the Norwegian Consumer Protection Act or within the meaning of consumer law of your place of residence, if more favourable to you, the competent court at the place of your residence, habitual residence or work shall have the right to hear and decide any dispute between you and VINAREX. VINAREX is supervised by the Financial Supervisory Authority of Norway ("Finanstilsynet", hereinafter referred to as "Financial Regulator"). The Financial Regulator may be contacted by mail at P.O. Box 1187 Sentrum, NO-0107 Oslo, Norway, by telephone at + 47 22 93 98 00 or by internet at www.finanstilsynet.no/

16. TERMINATION AND SUSPENSION.

16.1 Either you or we may terminate the agreement between us upon giving not less than 1 day's notice. You may send us a notice of termination by any of the means described in clause 4.1 above.

16.2 You shall notify us immediately if any of the following events occurs:

- (a) you become, or are likely to become, insolvent or are declared bankrupt;
- (b) any other event which affects or might affect your ability to perform your agreement with us.

16.3 We may terminate our agreement with you and/or suspend the VINAREX Online Service (in whole or in part) in relation to you with immediate effect and without prior notice to you if:

- (a) any event set out in clause 16.2 occurs;
- (b) you are in breach of any provision of these Terms and Conditions;
- (c) it appears to us that you have become or are likely to become mentally incapable of managing your property and affairs, or any other event occurs which affects your legal capacity or ability to contract with us on our Terms and Conditions; and
- (d) your use of the VINAREX Online Service or the Site is disruptive to our other customers.

We shall endeavour to give you prior notice of any such termination or suspension and, if it is not practicable to give such prior notice, endeavour to give notice to you of such termination or suspension as soon as possible thereafter.

16.4 We may terminate our agreement with you and/or suspend the VINAREX Online Service on the basis of information supplied to us (whether orally or in writing) that we in good faith believe to be untrue.

16.5 The termination of our agreement with you and/or the suspension of the VINAREX Online

Service shall not affect any rights or obligations arising prior to or arising during or after the date of termination or suspension or which arise in consequence of it, and all such rights and obligations shall continue to be subject to these Terms and Conditions.

16.6 Neither you nor we shall be liable to the other for any liabilities suffered or incurred by the other arising out of the taking of any action which you or we are authorised to take or which is otherwise provided for under these Terms and Conditions or by any restriction or requirement for use of the VINAREX Online Service described on the Site, including without limitation the exercise of any powers of termination and/or suspension under this clause 16.

16.7 The provisions of our agreement with you shall continue to apply during any suspension of the VINAREX Online Service. The provisions of clauses 1.3 to 1.6 (inclusive), 2.4, 6 to 11 (inclusive), 14 and 16 (and the definitions set out above which are used in those clauses) shall survive any termination of our agreement with you.

17. OFAC

Applicable law prohibits money transmitters from doing business with certain individuals and countries; VINAREX is required to screen all transactions against lists of names provided by the governments of the countries and territories in which we do business, including the US Treasury Department's Office of Foreign Assets Control (OFAC) and the European Union. If a potential match is identified, VINAREX must research the transaction to determine if the individual matched is in fact the individual on the relevant list. On occasion, customers are required to provide additional identification and other information. Transactions may thus be delayed. This is a legal requirement for all transactions processed by VINAREX (inclusive of transfers that originate and terminate outside of the US).

MORE INFORMATION ON TRANSACTING WITH US

Our service allows customers in the EEA to send money internationally, by giving electronic payment instructions (or money transfer orders) to us over the internet. You will be asked to pay for this service by using a credit card issued by a bank in your country of residence. Once we have received authorisation from your card issuer, we will make the funds available for collection at our VINAREX agent locations worldwide. You may view details of our agent locations and their opening hours by clicking "Location".

Regular money transfers are usually available within 24 - 48 hours for pick up by the recipient, subject to the opening hours of the receiving Agent location. In certain countries, delays and other restrictions may apply.

Money transfers will normally be paid in cash, but some Agent locations will pay by cheque or a combination of cash and cheque. All payments are subject to availability, the intended recipient showing valid identification and any other conditions applicable at the VINAREX Agent payment location. In limited circumstances, payment of a money transfer may be subject to local taxes and service charges.

Money transfer payments will normally be made in US dollars (in some countries payment is available the currency of the destination country or other available currency). All currency is converted at VINAREX's rate of exchange. Information about our exchange rates is available in our terms and conditions under foreign exchange.

We also allow customers to make online enquiries to check the progress of a money transfer. This can be done when you have sent the money transfer online.

Information explaining our charges can be viewed under "Send Money" page on our website which provides the estimated cost of sending an online money transfer (inclusive of tax).

When using our service, you should bear in mind that you may incur charges to your card issuer in addition to our charges.

This information is correct as at 1 January 2016.

Contracting with Us and Your Right to Cancel Herein, we provide you with information about the steps you must take if you wish to use our service, where you have not used it before.

We are unable to provide the service to you unless you have first registered with us. If you wish to register with us, we will ask you first to enter into a contract with us on the VINAREX Online Terms and Conditions. The contract will govern your use of our website and the services which we make available over the internet.

Before you contract with us, we will ask you to read the VINAREX Online Terms and Conditions and indicate that you agree to them. Once you tick the acceptance box underneath our Terms and Conditions, you will be in a contractual relationship with us which has legal consequences. **IT IS THEREFORE IMPORTANT THAT YOU READ AND UNDERSTAND OUR TERMS AND CONDITIONS BEFORE YOU AGREE TO THEM.**

In order to use our service, you must register with us. In addition, you must accept our terms and conditions prior to completing a transaction. As part of the registration process, we will ask you to give us certain information. If you make a mistake when providing that (or any other) information to us, we have designed our website so that you can easily identify and correct it by deleting or re-typing the relevant information.

Before we can provide any service to you, we are required by law to obtain satisfactory evidence of your identity. We do this in accordance with the procedures which we maintain, as part of the registration process, in order to comply with applicable anti-money laundering requirements. If satisfactory evidence of your identity cannot be obtained, we will be unable to provide you with any service. We will then terminate your contract and registration.

In the registration process, you will provide an email address (user ID) and password. You will use your email address and password to access our services. You will not need to go through any further contracting or registration process. By using your email address and password, we are able to guard against identity fraud.

We will record electronically the terms of your contract with us, as well as information which you provide to us. You will be able to print off a copy of our Terms and Conditions which are in force from time to time by visiting vinarex.no and selecting Terms and Conditions from the bottom of any page; or if you would like us to send you a paper copy of our Terms and Conditions on paper, you can e-mail us on post@vinarex.no.

Under our Terms and Conditions, we reserve the power to make changes to them by giving proper notice to you. Any change we make will not affect a money transfer order which you sent to us before you received notice of the change. Where we make changes to our Terms and Conditions, the replaced Terms and Conditions will no longer be held in the system and accessible to you. Accordingly, we recommend that if you wish to retain a copy of the Terms and Conditions as in force in relation to a particular money transfer order, you should either print off a copy of the Terms and Conditions just before you send us the order or ask us to send you a paper copy.

Under laws relating to online contracts, you will have a right to cancel your contract with us at any time within fourteen days beginning on the day after you indicated your acceptance of our Terms and Conditions. Under laws relating to online contracts, you have a right to cancel your agreement with us at any time after you indicate your acceptance of our Terms and Conditions. This right of cancellation continues until the expiry of fourteen days beginning on the day after your acceptance of our Terms and Conditions. You may cancel (and in so doing terminate) your contract with us by:

- telephoning us +47 5111 0939;
- e-mailing us at post@vinarex.no

We will accept any notice which indicates, in whatever form of words, that you wish to cancel your contract with us.

If you cancel before you have sent a money transfer order to us, your contract with us will terminate and you will not be able use our service to send any further money transfers orders. You will not be charged any cancellation fee.

If you cancel after you have sent a money transfer order to us, we will generally reimburse any payments which you made to us before exercising your right of cancellation, but:

- We may make a cancellation charge (for details see Cancellation charges) which will not exceed an amount which is proportion to the extent of the service provided to you prior to cancellation in comparison with the full coverage of our contract with you); and
- we will not reimburse you if we have paid the money transfer to the recipient before we get your notice of cancellation.

Your right of cancellation under laws relating to online contracts is in addition to your contractual right to terminate your agreement with us, as well as your contractual right to receive a refund in certain cases. Under our Terms and Conditions, you may terminate your agreement, with us by giving us one day's notice using any of the means for cancellation which we describe above. We have a similar right of termination. In addition, you may terminate a money transfer in the circumstances described in our Terms and Conditions and receive a refund where we have not paid out the funds to the recipient.

We reserve the right to terminate our contract with you in those cases set out in our Terms and Conditions. Our contract with you (as well as the relationship between us before we contract with you) is subject to Norway law. We agree that the Norway courts have the right to hear and decide any dispute between us.

You have indicated that you are resident of the European Economic Area. Our contract with you (as well as the relationship between us before we contract with you) is subject to Norwegian law.

Our contract with you, and the information relating to our service contained on this website, is in English or the language you have chosen as part of the registration process. We will, with your agreement, only communicate with you in English or the language you have chosen.

Customer Relations

Details of our Customer Relations contacts are available at Contact Us. If you are not satisfied with our service, you can either e-mail us on post@vinarex.no or telephone us on +47 5111 0939. We will investigate your concerns fairly and will endeavour to do so speedily.

DATA PROTECTION

Your online security is important to us. We use SSL (Secure Sockets Layer) and other technologies to help protect your identity and personal information. Our online security process may require you to re-verify your identity from time to time.