

Terms And Conditions

We are Dahabshiil Sydney Pty Ltd a company registered in Australia. Our company registration number is 107 067 925 and our registered office is at 5/75-77 Auburn Rd Auburn NSW 2144.

1. Understanding the Terms

1.1. These are the terms and conditions on which we provide services to you (we call these the **"Terms"**).

1.2. We provide services relating to the transfer of money in accordance with a Remittance Request you give us, which we will process to make an amount of money available for a Beneficiary to collect (this is called a **"Remittance"** in the Terms). A **"Remittance Request"** is when you ask us to transfer an amount of money to someone. A **"Beneficiary"** is the person referred to as the recipient of the money in a Remittance Request you give us. If you wish to make a Remittance Request, you must be over the age of 18.

1.3. Please read the Terms carefully. The Terms that you are provided with at the point that you make a Remittance Request apply to and govern that specific Remittance. The Terms tell you who we are, how we will provide our services to you, where you can find our charges, how you and we may change or end the contract, what to do if there is a problem and provide other important information. You can contact us by emailing us at dahabshiilsyd@hotmail.com, writing to us at 5/75-77 Auburn Rd Auburn NSW 2144 or by calling us on 0296499922. If we have to contact you, we will do so by telephone (including through text) using the contact information you provide to us in your Remittance Request.

1.4. In the Terms, when we refer to **"we"**, **"us"** or **"our"**, we mean Dahabshiil Transfer Services Ltd. When we refer to **"you"** or **"your"** we mean you as either:

- a **"consumer"** - the person accessing or using our service for purposes that are wholly or mainly outside your trade, business, craft or profession; or
- a **"business user"** - the person acting for purposes relating to your trade, business, craft or profession, acting in the course of a business, and acting on behalf of a business. If you are a business user acting on behalf of your employer or another business when you access and use our service, you represent and warrant that: (i) you have full legal authority to bind your employer or that business; and (ii) you agree to these Terms on behalf of the business that you represent.

1.5. We also define other words which are referenced in bold in the clauses set out below. When we use the words **"writing"** or **"written"** in the Terms, this includes emails.

2. Basis of Contract

2.1. You can only make a Remittance Request in-store. We are free to decline any Remittance Request.

2.2. Any Remittance Request you give us must be complete and accurate.

2.3. We will charge you commission for the Remittance in accordance with clause 7 (**"Commission"**).

2.4. This clause applies to the extent permitted by law. When making a Remittance Request in-store, you will be informed of the price of the Remittance which comprises the Commission. Any Remittance and Commission shall be paid by you to us in pounds sterling. If you are satisfied to proceed, payment will be taken in-store.

2.5. A transaction confirmation (referred to in the Terms as a **"Receipt"**) will be given to you by our representative setting out the Remittance amount and other relevant details regarding your Remittance Request (including the Commission). This Receipt is an offer by us to enter into a binding contract with you to make a Remittance on the Terms. We will ask you to sign the Receipt to confirm your Remittance Request and your understanding of the Terms. Please check that the Receipt accurately records the details of your Remittance Request. Please also review the Terms before signing the Receipt.

2.6. Once you have signed the Receipt, the offer by us to make the Remittance referred to in clause 2.5 will be deemed to be accepted by you, the Terms shall become binding on you and us and a contract will come into existence for the relevant Remittance (the **"Contract"**). We will assign a unique transaction number to each Remittance. Please quote this unique transaction number in any subsequent communication.

2.7. If you wish to amend or cancel the Contract, you should visit the in-store representative who dealt with your Remittance Request. If the Remittance has been collected by the Beneficiary or has been sent

to the Beneficiary's bank account or an e-payment has been made, amendment or cancellation of the Contract will not be possible.

2.8. If the Remittance has not been collected by the Beneficiary or has not been sent to the Beneficiary's bank account or an e-payment has not been made, if you have requested:

- a cancellation, we will use our reasonable endeavours to cancel the Remittance, in which case we will refund you the amount of the Remittance but not the Commission you paid to us (this is because you are required to pay for the services that we have already provided in terms of concluding the Contract and preparing to issue the Remittance, up to the time you cancel); or
- an amendment, we will use our reasonable endeavours to amend the Remittance, in which case, the previous Remittance will be cancelled, you will provide a new Remittance Request and a new Contract will be formed between us once you have signed a revised Receipt. Any amount previously paid by you to us as Commission will be applied towards any Commission due in respect of the new Remittance, provided that we will not be obliged to refund any Commission you have previously paid us (this is because you are required to pay for the services that we have already provided in terms of concluding the Contract and preparing to issue the Remittance, up to the time you cancel).

2.9. The Terms set out certain circumstances where we will refund the Commission you paid to us. In all other cases, including where specifically referenced in the Terms, we will keep the Commission you paid to us unless we agree otherwise.

2.10. Any refunds we make will be made in the same currency and use the same means of payment which you originally used for the Remittance. Any refunds will be made as soon as possible and in any case within fourteen (14) days of notifying us of your election to cancel your Contract and where applicable the terms of clause 4.6 shall apply.

3. Payments to bank accounts or making an e-payment

3.1. If the Contract requires us to make a payment into a bank account of the Beneficiary, you must ensure that you have provided us with full and correct account details for that account. If the Contract requires us to make payment into an electronic device or service that facilitates money transfers (an "**e-payment**") supported by us you must ensure that you have provided us with the correct e-payment details for the Beneficiary.

3.2. This clause applies to the extent permitted by law. We will not be responsible or liable to you or the Beneficiary or any other party once the Remittance has been paid into the bank account or an e-payment has been made, each as specified in the Remittance Request, even if the Beneficiary then never obtains that benefit of the Remittance (for example due to default by the relevant bank or e-payment provider). We will not be responsible for delays if you provide us with incomplete or incorrect bank account details or e-payment details for the Beneficiary or if delivery is delayed for any reason outside our reasonable control. We do not have any control over the time it may take for the Beneficiary's bank or payment service provider to credit and make available funds to the Beneficiary.

4. Your responsibilities

4.1. You must provide us with correct and complete information and instructions relating to the Remittance that are necessary to enable us to process the Remittance in accordance with the Terms. If you do not do this and, as a result, we cannot process the Remittance, we may cancel the Remittance (in which case we will refund you the amount of the Remittance but not the Commission you paid to us) by contacting you (by telephone or in writing), or we may deduct an additional charge of a reasonable amount from the Remittance to cover any extra work that is required, to the extent permitted by law.

4.2. We are required to comply with laws and regulations, including fraud, anti-tax evasion facilitation, anti-terrorism and money-laundering laws and regulations, and you must provide us with any valid and current documents we require before we accept any Remittance Request from you (including proof of identity, proof of address and proof of income). Any Remittance Request must be from you and you cannot agree a Contract with us on behalf of another person.

4.3. If payment is not made into a bank account or through an e-payment, you are responsible for ensuring that the Beneficiary collects the Remittance in a timely manner. The Remittance may only be redeemed once. If payment is not made into a bank account or through an e-payment, in order to receive the Remittance the Beneficiary must provide the Local Payment Provider (as defined below)

with a valid item of personal identification (as may be required by applicable law or as otherwise reasonably required) and the unique transaction number assigned to the corresponding Remittance Request. Local providers consist of a range of third parties used to enable payments to be made to a Beneficiary ("**Local Payment Provider**"). Where the Beneficiary attends the Local Payment Provider's premises and requests payment into a bank account or requests an e-payment this may be able to be accommodated, subject to carrying out additional checks to ensure full compliance with all relevant legal and regulatory requirements. There may also be other local legal or regulatory requirements applicable to a Beneficiary or a Beneficiary's receipt of a Remittance. You acknowledge this and we will not be in breach of the Contract if a Beneficiary is unable to collect a Remittance because they have failed to comply with these requirements.

4.4. You must keep the fact of your making, and the amount of, a Remittance and any unique transaction number we assign to the Remittance confidential to you and the Beneficiary (and you must advise the Beneficiary to keep the transaction number confidential) and, where payment is not made into a bank account or is not made through an e-payment, you must ensure that the Beneficiary is advised to collect the Remittance amount as soon as reasonably possible after it becomes available to be collected. In some jurisdictions, the accurate identification of individuals is not always reliable even with the exercise of reasonable skill and care, leading to the possibility of impersonation of a Beneficiary. Accordingly, if the Remittance amount is paid by the Local Payment Provider to a person other than the Beneficiary that the Local Payment Provider reasonably believed to be the intended recipient of the Remittance amount, we will not be required to refund any amounts to you or to require the Local Payment Provider to make any further payment to the actual Beneficiary.

4.5. You confirm that the Remittance is being used for lawful purposes. We may refuse to accept any Remittance Request or process the Remittance for any reason after we have checked your name and the name of the Beneficiary and you acknowledge that we may be obliged by law to (and shall be entitled to) confiscate any amount paid by you to us which represents the proceeds of crime or is intended to be transferred for unlawful purposes and pass it and your details to the relevant authority or to the person properly entitled to it. If we are unable to accept a Remittance Request or process the Remittance, we will let you know and, if possible, tell you the reasons for the refusal and provide an explanation of how you can correct any factual errors. However, we are not required to notify you if such notification would be unlawful.

4.6. In the event that a Beneficiary does not collect the Remittance within two (2) months of it being made available, we will use our reasonable endeavours to notify you that the Remittance has not been collected. We will try and contact you by telephone using the contact details you have given us. If, after thirty (30) days, you have not responded to our attempts to contact you or we do not hold any accurate contact details for you but we hold details of a bank account in your name, we will, where we are reasonably certain the bank account is your bank account, cancel the Remittance and refund the amount of the Remittance (but not the applicable Commission) by transfer to that bank account, unless we are prohibited to do so by applicable law. If you respond to our attempts to contact you, you may request that we cancel the Remittance and: (a) if you have funded a Remittance using a debit or credit card, refund the amount of the Remittance (but not the Commission) to a bank account in your name (subject to fraud, anti-terrorism and money-laundering checks); or (b) request that we make that amount of the Remittance (but not the Commission) available for you to collect from the representative who dealt with your Remittance Request, provided that, when making the collection, you show us the same proof of identity documents that you initially showed us when agreeing the Contract (please see clause 4.2).

4.7. If after 7 years from the date of the uncollected Remittance being available for collection, you have not: (a) presented yourself to us or the representative who dealt with your Remittance Request (with appropriate proof of identity documents) to cancel the Remittance and request a refund of the amount of the Remittance (but not the Commission); or (b) asked us to cancel the Remittance and have not provided us with any instructions as to how to refund the amount of the Remittance (but not the Commission) to you (either because you have not responded to our attempts to contact you or we do not hold any accurate contact details for you and so cannot reach you), any right to receive (by way of pay out or refund) the amount of the Remittance amount will be terminated and we may treat the monies as our own.

4.8. You must ensure that the information you provide is correct and complete. We will not be responsible for money sent to the wrong recipient or losses you incur as a result of incorrect or incomplete information provided by you. If you have provided the wrong information to us, you may ask us to assist you in recovering the money, but we cannot guarantee such efforts will be successful and we reserve the right to charge you a fee to cover our reasonable costs for doing this.

5. Quality of services

We will process the Remittance with reasonable skill and care and in accordance with all applicable statutory and regulatory requirements in the United Kingdom. The obligation in this clause 5 is in addition to your legal rights in relation to services which are not carried out with reasonable skill and care or which otherwise do not conform with the Terms. In the unlikely event that our services do not comply with the Terms, please let us know as soon as reasonably possible. Nothing in the Terms will affect your legal rights. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

6. Provision of services

6.1. The Remittance is complete once we pay the Remittance amount into the bank account or through an e-payment as specified by you in the Contract or the Remittance amount is collected in person by the Beneficiary.

6.2. We will use reasonable endeavours to process the Remittance within approximately seventy- two (72) hours of agreeing the Contract (in accordance with clause 2.6). In the event of a delay we will attempt to process the Remittance as soon as reasonably possible. We are not responsible for delays outside our reasonable control or for any delays caused by the Beneficiary or the Beneficiary's bank or e-payment provider. If our provision of the services

is affected by an event outside our reasonable control then we will contact you by telephone using the contact details you have given us as soon as reasonably possible to let you know and we will take reasonable steps to attempt to reduce the effect of the delay. You may contact our representative to cancel the Remittance and receive a refund of the amount of the Remittance if the Remittance has not been processed within seventy-two (72) hours and you wish to cancel it. In these circumstances, we will refund the Commission you paid us unless the delay is outside our reasonable control.

6.3. You must tell us about any unauthorised or incorrectly executed Remittance immediately, but no later than thirteen (13) months from the date of the Remittance, otherwise you may not be entitled to have any payment errors corrected.

6.4. We are safeguarding your funds in compliance with the Payment Services Regulations 2017.

7. Price and payment

7.1. The amount of any Remittance shall always be paid by you to us in Australian dollar. For each Remittance, we will apply an exchange rate to convert the amount of the Remittance from Australian into US Dollars; the exchange rate in effect at the time you sign the Receipt is the exchange rate that will be applied to convert the amount of the Remittance from Australia into US Dollars and this will be identified in the Receipt.

7.2. In some cases, it will be necessary for a second exchange rate to be applied to the US Dollar amount set out in clause 7.1, in order to convert that amount into the local currency of the Beneficiary to enable that Beneficiary to collect the Remittance (such collection being in person, or from the Beneficiary's nominated bank account, or via an e-payment, as applicable). If this second exchange rate is necessary, you may be informed of this prior to signing the Receipt. The relevant Local Payment Provider (and not Dahabshiil) shall in its sole discretion apply such exchange rate to convert the US Dollar amount set out in clause 7.1 into local currency at the point in time when: (a) the Remittance is paid into the Beneficiary's bank account; or (b) the Remittance amount is paid through an e-payment; or (c) the Remittance is collected in person by the Beneficiary as applicable. Dahabshiil has no visibility or knowledge of, or control over, the level of exchange rate that will be applied by a Local Payment Provider as described in this clause 7.2, and we are therefore unable to disclose the exchange rate or confirm the value of the final Remittance amount in local currency in advance. Subject to clause 8, Dahabshiil does not accept and shall have no liability to you in respect of any claim arising out of or in connection with: (a) Dahabshiil's inability to disclose the exchange rate or confirm the value of the final Remittance amount in local currency in advance; or (b) the level of exchange rate applied by a Local Payment Provider

7.3. The Commission charged for the Remittance will be calculated using our then current percentage rates for Commission as applicable to the Remittance amount. The Commission amount applicable to the Remittance will be the amount shown in the Receipt.

8. Limitation of liability- YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

8.1. In the case of an unauthorised payment or mistaken payment due to our error, we shall at your request promptly refund the payment amount under the Remittance and the Commission you paid us to the extent related to unauthorised or mistaken payment. This shall not apply if the mistake or incorrect performance was due to any of the following: (a) you providing us with incomplete or incorrect information or was otherwise due to your fault; or (b) you have acted fraudulently, in which case we will not refund you in any circumstances; or (c) we are able to show that the authorised amount was received at the appropriate time by the Beneficiary. The right to a refund shall also not apply if there was a mistake or incorrect performance and you do not let us know about an unauthorised or incorrectly completed Remittance within thirteen (13) months from the date of the Remittance.

8.2. We will have no liability to you for failure to process or incorrect processing of the Remittance where the reason for this was our inability to process the Remittance for reasons necessary for our compliance with legal or regulatory obligations to which we are subject.

8.3. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, representatives or subcontractors; for fraud or fraudulent misrepresentation, including pre-contract fraudulent misrepresentation or fraudulent concealment; or for breach of your legal rights where it would be unlawful to exclude or limit such legal rights in relation to the services.

8.4. If we fail to comply with the Contract, we are responsible only for loss or damage you suffer that is a foreseeable result of that non-compliance. Loss or damage is "foreseeable" if either it is obvious that it will happen or if, at the time the Contract was made, it was contemplated by you and us.

8.5. Subject to clauses 8.3 and 8.4, our maximum liability to you under the Contract will be limited to an amount equal to 150% of the amount of the Remittance plus the Commission payable to us under the Contract. Any amounts refunded to you will be taken into account when calculating our maximum liability under this clause.

8.6. If you are a consumer, this clause 8.6 applies to you. Subject to clauses 8.3- 8.5:

- You agree not to use our service offering for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business
- If you materially or persistently breach any of these Terms, we may immediately do any or all of the following (without limitation): (i) issue a warning to you; (ii) temporarily or permanently withdraw your right to use our service; (iii) issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs); (iv) take further legal action against you; and/or (v) disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.
- Nothing in these Terms affects your statutory Advice about your statutory rights is available from your local Citizen..

8.7. If you are a business user, this clause 8.7 applies to you. Subject to clauses 8.3- 8.5:

- In no event shall we be liable to you for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings or for any indirect or consequential loss, whether arising from tort (including negligence), breach of contract or otherwise; and
- You shall indemnify and hold us harmless against any losses, costs, liabilities and expenses suffered or incurred by us and/or our affiliates as a result of any breach of these Terms or any fraudulent use of our services. For the avoidance of doubt, this includes any legal costs that we may incur in order to enforce our rights or recover any amounts you owe

9. Data protection, confidentiality and intellectual property

- We are the data controller of your personal data for the purposes of applicable data protection We will use the personal data you provide to us together with information that is collected or generated during our relationship with you (including details of the Beneficiary) for the purposes set out in our privacy policy (available from our representative or on our website at <https://dahabshiilsyd.com/> ("Privacy Policy"), which include to process

your payment for the Remittance and to monitor, analyse or validate any information you provide to prevent, investigate and/or report fraud, terrorism, money- laundering, security incidents or other criminal activities. Where you provide personal data about a Beneficiary, you should ensure that they are comfortable with us processing their personal data as described in our Privacy Policy before providing their details. Please ensure that you read our Privacy Policy before agreeing the Contract, it also explains how to contact us to exercise your data protection rights, e.g. to get a copy of your personal data.

- The intellectual property rights in any materials and other documents or items that we provide to you belong to us absolutely and you are not granted any licence or other rights to use these materials and other documents or items for any purpose other than in connection with your receipt of our services.

10 General

- The Contract is between you and us. You may only transfer your rights or your obligations under the Contract to another person if we agree in We may withhold our agreement to such transfer in order to comply with legal and regulatory requirements and for other reasonable reasons. We may transfer our rights and obligations under the Contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.
- Other than as provided for above in clause 10.1, no other person shall have any rights to enforce any of the terms of the
- Each of the provisions of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and
- If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of you breaching the Contract, that will not mean that you do not still have to do those things or prevent us taking steps against you at a later date.
- We will use third parties to assist us in carrying out our services under the Contract. 6Both parties will continue to benefit from certain terms of the Contract after the services have been provided including clauses 1, 2.6, 4.6, 4.7, 6.3, 8, 9 and 10.
- The Terms are governed by English law. This means that the Contract (and any dispute or claim arising out of or in connection with it, including non-contractual claims or disputes) will be governed by English
- If you are a business user, you agree that the courts of England and Wales shall have exclusive jurisdiction in respect of legal proceedings, claims or disputes (including non-contractual claims or disputes) arising from or related to the
- If you are a consumer, you may bring any dispute which may arise under these Terms to (at your discretion) either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the UK or is an EU Member State, which courts are - with the exclusion of any other court - competent to settle any of such a dispute. We shall bring any dispute which may arise under these Terms to the competent court of your country of habitual residence if this is within the UK or is an EU Member State, or otherwise the competent court of England. As a consumer, if you are resident in the UK or the European Union and we direct our services to the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local
- If you are not satisfied with any aspect of our services, please contact We will send you a response letter within fifteen (15) business days of receipt of your complaint. In exceptional circumstances, we will send you a holding reply within fifteen (15) business days specifying the deadline by which you will receive our response, being not later than thirty-five (35) business days from the date of receipt of your initial complaint.