

# Terms & Conditions

## MONEYGRAM



Date these terms & conditions were last changed: 31 March 2025

### IMPORTANT:

Read these terms and conditions carefully. They explain your rights and duties in connection with the MoneyGram service. If you use MoneyGram these terms and conditions will apply to you and you agree that we can assume that you have read and agreed to be legally bound these terms and conditions.

## 1. INTRODUCTION

- 1.1. These terms and conditions must be read together with the Foreign Exchange Terms and Conditions, Rand Merchant Bank ("RMB") Private Bank or First National Bank ("FNB") General Terms and Conditions as well as any other terms and conditions that apply to your relationship with the Bank ("FNB" and/or "RMB" as the context requires).
  - 1.2. The MoneyGram Money Transfer service is only available to Bank customers that have qualifying accounts and are South African residents or Foreign Nationals living in South Africa legally. If you want to open a qualifying Bank account, please speak to a Bank consultant or visit the Bank's website.
  - 1.3. This agreement is for us to provide you with the MoneyGram Money Transfer service, which allows you to send money to the person named (on the Send Confirmation) (the "recipient") (a) to collect in cash at a MoneyGram location (our "over the counter or OTC" service), or (b) to receive into a bank account or other type of physical or virtual account including mobile wallet (Recipient phone number) (our "send to account/wallet" service); or (c) Funds are physically delivered to recipient's Home (Home Delivery). The service also allows you to receive funds into your qualifying Bank account through MoneyGram Money Transfer. These terms and conditions apply to these services, except where stated otherwise.
  - 1.4. Important information about the MoneyGram service: MoneyGram is a person-to-person money transfer service. It was designed to allow you to send money to your family and friends – i.e. People you know personally and people that you trust. Take note that the once a MoneyGram payment is made and has been collected by the receiving party, it is final. It cannot be reversed. If you ask the Bank to pay someone using the MoneyGram service and it turns out that person has defrauded you or has not met their obligations to you, the Bank and MoneyGram cannot be responsible and cannot reverse the payment. The Bank and MoneyGram cannot be legally responsible (liable) to you or any other person for any loss or damage you suffer because you used the service.
- ## 2. IMPORTANT INFORMATION – Fraud Warning About Your Money Transfer
- 2.1. Keep your money safe. If any of the below apply, **DO NOT SEND** the money transfer. It's a scam and someone is trying to steal your money. If you send money, it can be paid out quickly, and you may not be able to get a refund.
  - 2.2. Never transfer money to a stranger. Know who you are dealing with. A money transfer is like cash.
  - 2.3. Never send money in the following situations:
    - 2.3.1. To make a charity donation or to pay an internet merchant for supplies during a pandemic, natural disaster, or other crisis.
    - 2.3.2. To receive money (examples: lottery winnings, prize, job offer or loan).
    - 2.3.3. To pay a government taxing authority or the police.
    - 2.3.4. To buy a car, puppy, another unique or high-value item, or to make an apartment deposit.
    - 2.3.5. Never send money without checking out the story. Reach out to that friend or family member you heard is in need first.
  - 2.4. If it sounds too good to be true, it probably is.
  - 2.5. Never give your transaction reference number to anyone other than the person you intend to receive the money. Sellers and telemarketers can't take money transfer payments from people in the US for something they're selling through telemarketing.
  - 2.6. If you've lost money to a scam via MoneyGram, call MoneyGram at 0800 777 447 or visit the MoneyGram website to file a fraud report. Standard network rates apply.
  - 2.7. You must provide us with true and accurate information. A Send Confirmation containing all the details of the transaction will be sent to you, without this we may not be able to send the money. You must call us if any of the information you gave us changes before the recipient receives the money.
  - 2.8. For amendments of Send transactions, names may not be completely changed or name and surname swap.
  - 2.9. Only minor spelling errors will be permitted. Where the name of a recipient needs to be changed completely, the original transaction must be cancelled outright, and a new Send transaction must be done with new details.
  - 2.10. For over the counter transfers abroad, the recipient can only receive the money in the destination country as stated by you (sender). Once the Bank has processed your Send Transfer, the Recipient can collect the money at any MoneyGram location in the Receive Country within minutes (during opening hours) in cash, in the currency stated in the form, unless condition 4.6 below applies. We will not contact the Recipient when the money is ready to collect, so this is something you will need to do.
  - 2.11. For send to account/wallet transfers abroad, the recipient can only receive the money in the specified bank.
  - 2.12. account/digital wallet (phone number) in the destination country as stated by you (sender).

## PRIVATE BANKING

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South Africa

Service Suite  
Website

087 575 9411  
www.rmbprivatebank.com

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- 2.13. For Home Delivery transfers abroad, the funds will only be delivered to the recipient's home address in the destination country as stated by you (sender).
- 2.14. MoneyGram cannot be used to send money within South Africa or to CMA countries (namely Lesotho, Namibia or eSwatini).
- 2.15. We do not offer our services in all countries. You can call us, visit the MoneyGram website or ask a Service Rep to find out the availability of our services, and addresses and opening times of locations offering the MoneyGram service.
- 2.16. MoneyGram may from time to time in its sole and absolute discretion amend, vary or discount the cost of a send and/or receive transaction for specific corridors/territories. This variation in pricing and the duration and application thereof as well as the corridors and or territories to which the pricing will apply, will be communicated by the Bank and implemented by MoneyGram.

### 3. IDENTIFICATION

- 3.1. Valid identification must be provided by the sender and the recipient before you can send money, or a Recipient can receive money from the Bank.
- 3.2. For receiving a MoneyGram, the Transfer Reference Number must be provided when completing a receive transaction.
- 3.3. If you are sending money you must ensure that the receiver of the money produces valid identification before they can receive the money in the Receiving Country.
- 3.4. The Transfer Reference Number is always required to receive monies, whether at the Bank or abroad. You must ensure that the Recipient has this Transfer Reference Number available in order to collect the transferred funds.
- 3.5. Senders should exercise caution when sending funds to a receiver and should not make any information about the transaction available to any third parties.
- 3.6. Senders must ensure that they know who the receiver of the funds is before sending funds in order to prevent senders from being victims of fraud or other crime.
- 3.7. The receiver can receive the funds at any Service Representative location in any country where MoneyGram is available. Refer to 2.15 above for more information regarding availability.

### 4. SEND LIMITS

- 4.1. There are maximum amounts allowed for single and daily transfers, please request these limits from the Bank.
- 4.2. You confirm that the amount applied for does not exceed your discretionary limit as prescribed by the South African Reserve Bank for the current calendar year.
- 4.3. Please ask us if you need more information on currency available in the receiving country.

### 5. RECEIVE INFORMATION

- 5.1. Ask us for information on currency or currencies available in the Receiving Country.
- 5.2. Your transfer will be paid to the receiver in cash/electronic transfer as instructed by you the sender and as allowed by the Receiving Countries regulations.
- 5.3. If the receiver of the funds requests that the pay-out be made in a currency other than the currency in which the Service Representative in the Receiving Country normally pays out, the Service Representative may charge an exchange fee. The Bank may levy this fee when a receiver requests a change in the normal currency that the Bank pays out. This exchange is a separate transaction between the receiver and the Bank or the Service Representative and does not form part of your transfer.

- 5.4. The funds will be available to the receiver during the Bank's and the Receiving Country's Service Representatives operating hours. There may be delays of the transaction to certain Service Representatives.

- 5.5. Please be aware of the following restrictions on transfers:

- 5.5.1. There are limits on how much you can send. We may refuse to send the money or allow it to be collected if we reasonably believe that:
  - (i) by doing so we might break any law, regulation, code or other duty that applies to us; (ii) doing so may expose us to action from any government or regulator; or (iii) it may be linked with fraudulent or illegal activity.

- 5.6. Please be aware of the following restrictions on collection of money sent:

- 5.6.1. The sender may cancel the transaction;

- 5.6.2. We may refuse to allow the money to be collected if we reasonably believe that:

- (i) by allowing collection we might break any law, regulation, code or other duty that applies to us; (ii) allowing collection may expose us to action from any government or regulator; or (iii) the transaction may be linked with fraudulent or illegal activity.

- 5.7. You can call 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.

- 5.8. Please ask the teller for information about the currency exchange rate that applies to your transaction. You may also find out what the applicable foreign exchange rate the Bank gives to its customers by calling the Bank's Foreign Exchange Advisory Team on 0860 1 36739. Standard network rates apply.

### 6. CANCELLATIONS

- 6.1. The sender can ask the Bank to cancel a transfer.
- 6.2. To cancel a transfer the sender must visit the Bank where the transfer originated. All cancellation requests must be accompanied with the original send confirmation. Alternatively, the sender can contact the Bank's Foreign Exchange Advisory Team.
- 6.3. All cancellations requests will be reviewed by MoneyGram and cancelling will be at their discretion. If a receiver has already been paid out, the transfer cannot be cancelled. Cancellation requests will be processed within 30 (thirty) calendar days of receipt.
- 6.4. If the cancellation is allowed, there will be a difference in monies returned to the sender as a result of the difference in exchange rate. The exchange rate used will be determined by the Bank.
- 6.5. Note that the fee will not be refunded on cancellations.

### 7. VALIDITY OF TRANSFER

- 7.1. The transferred amount will be valid for 45 days from date of instruction of the sender to transfer the monies.
- 7.2. After 45 (forty-five) calendar days a hold will be placed on the transferred amount, the receiver will not be allowed to collect the monies and the sender must either request that the transfer be cancelled and the funds returned or that the hold be removed so that the receiver can collect the monies.
- 7.3. It is the senders responsibility to ensure that all details are correct when transferring money. If the sender transfers the money to another country, the sender may be required to pay any additional fees and exchange rate conversions to ensure the monies are received at the correct location.



## 8. EXPIRED TRANSFERS

- 8.1. If you ask MoneyGram to make a Transfer to be collected in cash and the Transfer amount has not been collected within 90 (ninety) calendar days, MoneyGram will treat the Transfer as no longer capable of execution (an "Expired Transfer"). MoneyGram will have no obligation after that 90 (ninety) calendar day period to execute an Expired Transfer.
- 8.2. If an Expired Transfer occurs, you (the sender) will be entitled to a refund in the amount of the Expired Transfer. If you become aware that a transferred amount has not been collected please contact MoneyGram to ask for a refund.

## 9. LIABILITY

- 9.1. In no event will the Bank or MoneyGram be liable for damages as a result of delays, non-delivery, non-payment or under payment of this money transfer, whether due to fault, error or omission on the part of MoneyGram or its Service Representatives, including the Bank for more than the transfer amount and the consumer fee paid by the sender, except as otherwise provided by law.
- 9.2. No liability is accepted for variances or service delays due to local regulations or causes beyond the control of The Bank or MoneyGram.
- 9.3. Neither the Bank nor MoneyGram will be liable for any incidental, indirect, special or consequential damages.

## 10. DATA PROTECTION

- 10.1. The Bank will only send the information provided by you to MoneyGram to complete the transaction.
- 10.2. MoneyGram will use the information provided by you to complete this money transfer. MoneyGram may store your personal information on its database for the administration of its ongoing relationship with you. You have the right to request a copy of personal information that MoneyGram holds about you and correct any mistakes in that information.
- 10.3. MoneyGram may share this information with MoneyGram's parent company, Bank and its Service Representatives, only for the purposes of processing the transfer and MoneyGram will not share the information with any third parties except as required by law.
- 10.4. By completing the transaction, you consent to the collection, use, disclosure and transfer (including cross-border transfer) of your personal information as described in the Privacy Notice, which is available on theMoneyGram website.

## 11. REPORTING

- 11.1. The Bank and MoneyGram are required by law to report on funds that are being transferred or received and will report according to the laws and regulations that apply.
- 11.2. Each transaction shall be subject to and conditional upon compliance with the General Forex Terms and Conditions and any relevant laws, including, without derogating from the generality of the foregoing, the Exchange Control Regulations, the Protection of Constitutional Democracy against Terrorism and Related Activities Act 33 of 2004, and any rulings, laws, rules, regulations and directives of any competent authority in force at the time of entering into any transaction with the Bank or which may come into force thereafter but be applicable to any transaction already entered into.
- 11.3. The onus is on you to ensure that all transactions comply with relevant laws, both local and international and monetary limits.
- 11.3.1. The Bank shall have no liability whatsoever in relation to any demands, claims, actions, losses, costs and damages of whatever nature you may suffer as a result of your failure to comply with the terms and conditions and any related local and international rules, laws and regulations.
- 11.3.2. The Bank may request you to provide additional information/documentation as required in terms of the Exchange Control Rulings and/or other pieces of legislation.
- 11.3.3. The Bank may from time to time be obliged to disclose information relating to this instruction to SARS, SARB, the Financial Intelligence Centre ("FIC"), local and international counter party banks for purposes of you complying with its rules, regulations or other legitimate duties and by entering into the transaction with the Bank, the Client furthermore agrees and grants consent to the Bank to make such disclosure.

## 12. CONTACT DETAILS, COMPLIMENTS AND COMPLAINTS

- 12.1. We are committed to providing you with the best service at all times. If you are unhappy with our service for any reason, please contact us. For full details of our complaints procedure or consumer protection advice, or to submit a complaint, please visit our website, email us, or write to us.
- 12.2. MoneyGram Contact Details  
Telephone number: 00800-8971-8971 (you may be charged for calls to this number from a mobile phone)  
Address for written communications:  
MoneyGram Payment Systems, Inc  
Attn: Customer Care Case  
Management Team, PO Box 36230, Denver, CO 80236-6230 USA
- 12.3. The Bank's Foreign Exchange Contact Details:  
Telephone number for the Foreign Exchange Advisory Team: 0860 1 FOREX (36739). Standard network rates apply.

## 13. GOVERNING LAW

The Terms and Conditions and the relationship between us shall be governed by, and interpreted in accordance with, the laws of South Africa.