

**EXCLUSIVE CASH
KORLÁTOLT FELELŐSÉGŰ TÁRSASÁG**

**TERMS OF BUSINESS INCLUDING
GENERAL TERMS AND CONDITIONS**

Effective: From 1 July 2022 until withdrawal

Exclusive Cash

Exclusive Cash Kft., (H-1051 Budapest, Szent István tér 3., hereinafter referred to as "EXCLUSIVE CASH"), acts as an intermediary for the Western Union international money transfer service between the Client and Western Union Payment Services Ireland as follows:

Applicable legislation:

- Act No. V of 2013 on the Civil Code (hereinafter: Civil Code),
- Act No. LXXXV of 2009 on the provision of payment services,
- Act No. CCXXXV of 2013 on certain payment service providers,
- Act No. CLV of 1997 on Consumer Protection,
- Act No. XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers,
- Act No. XLVIII of 2008 on the Basic Conditions and Certain Restrictions of Economic Advertising Activities (hereinafter: Act No. XLVIII),
- Act No. CXXXIX of 2013 on the National Bank of Hungary,
- Act No. CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information (hereinafter: Act No. CXII),
- Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: GDPR),
- Act No. LIII of 2017 on the Prevention and Suppression of Money Laundering and Terrorist Financing (hereinafter: Act No. LIII)
- Decree No. 45/2018 (XII. 17.) of the Hungarian National Bank (MNB) on the detailed rules for the development and operation of the minimum requirements for the implementation of the Act on the Prevention and Suppression of Money Laundering and Terrorist Financing for service providers supervised by the MNB and the Act on the Implementation of Financial and Proprietary Restrictive Measures ordered by the European Union and the UN Security Council,
- Government Decree No. 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses.

I. General terms and conditions of the service

1. / The Western Union cash transfer service is provided by Western Union Payment Services Ireland Limited, (Unit 9, Richview Office Park, Clonskeagh, Dublin 14, Ireland, hereinafter referred to as "WUPSIL"), who provides the cash transfer service based on the customer's request.
2. / During the provision of Western Union cash transfer services, EXCLUSIVE CASH performs its customer service and intermediary activities as WUPSIL's payment intermediary in Hungary, based on WUPSIL's behalf, in its representation and at its risk.
3. / EXCLUSIVE CASH uses intermediary subcontractors in the performance of its activities.
4. / The general terms and conditions of Western Union's cash transfer service are contained in the General Terms and Conditions found on the printed data sheet entitled To Send Money and to Receive Money. (<https://www.westernunion.com/hu/hu/terms-conditions.html>)
5. / Western Union partners in individual countries may provide their services with different conditions in accordance with local legislation, permits and restrictions.
6. / By using the Western Union services, a contractual relationship is established between the Client and WUPSIL.

Exclusive Cash

II. CONDITIONS FOR SENDING AND WITHDRAWING MONEY IN HUNGARY SPECIFICALLY AND IN THE EXCLUSIVE CASH INTERMEDIARY SUBCONTRACTOR NETWORK.

1. / Cash transfer is the transfer of money - without opening a payment account - on the basis of the order of the paying party (Sender) to the beneficiary (Recipient) with the aim of having the money paid out to the beneficiary. WUPSIL does not provide services through a payment service provider acting on behalf of the beneficiary. Payment is made exclusively through cash withdrawal.
2. / The intermediary subcontractors of EXCLUSIVE CASH provide WUPSIL's service in their premises during the cash office opening hours announced in situ. At the Client's request, EXCLUSIVE CASH provides information on the opening hours of other Western Union service providers (e.g. abroad) to the best of its knowledge.
3. / WUPSIL's "Western Union" cash transfer service can be requested by all clients only on their own behalf, as beneficial owners of the amount of money to be transferred. No authorised representative has the right to act either when sending the amount or when paying it.
4. / According to the General Terms and Conditions of Western Union found on the printed data sheet, the service may only be used by natural person Clients who have reached the age of 18.
5. / WUPSIL is unable to carry out cash transfer orders to one's own name. WUPSIL may only fulfil transfer orders between persons of identical name, in case there is credible evidence that the Sender and the Recipient –in spite of the identical names– are different persons.
6. / All cash transfer transaction orders given to WUPSIL are one-time, occasional orders. Given that the contract is terminated upon completion of the order, WUPSIL does not establish a lasting legal relationship with its Clients.
7. / A daily maximum of USD 7,000 or the equivalent HUF per person may be transferred or withdrawn.
8. / Service completion time: the amount sent by the Sender is available immediately after the Recipient accesses the money transfer control number issued by the Western Union system. The actual time of completion of the order depends on the opening hours of the place of collection, as well as the time when the Recipient appears in person at the payment location for the purpose of cash withdrawal and thus fulfils the payment conditions.
9. / It is the Sender's task and responsibility to notify the Recipient of the cash transfer.
10. / Inactive transactions: If the transferred amount is not paid out within 45 days from the date of sending, the transaction's status will become inactive. Inactive transactions can only be paid after reactivation. We are only able to activate inactive transactions initiated from the branches of Exclusive Cash and its intermediary subcontractors, by the Sender personally presenting the original cash transfer receipt. Neither WUPSIL nor any of its contracted partners pay interests for inactive transactions.
11. / Upon providing the data required for identification the EXCLUSIVE CASH customer service provides immediate information about the completion of the cash transfer order. Both the Sender and the Recipient can get prompt information about the status of the order by entering the transfer data on the website www.westernunion.com.

III. Sending money

1. / The Sender may issue a cash transfer order only following the verification of his/her identity, by filling out the dedicated auxiliary form and by paying the transfer amount, the transfer fee and all additional service fees in cash. For proof of identity, Western Union branches only accept a valid identity document. The data of the Sender are recorded during personal identification.

As Sender's proof of identity, a Western Union branch only,

- for Hungarian citizens, a valid official identity card and an official address card confirming the residential address together,
- for foreign citizens, passport or personal identification card, provided that it entitles the holder to stay in Hungary, or a document certifying the right of residence, or a document entitling for residence.

The list of acceptable documents is contained in Annex 1 of these terms.

No authorised representative can act in place of the Sender.

In some countries, the rules governing the right of representation may differ.

Exclusive Cash

2. / At the time of the cash transfer order, the Sender is obliged to pay the transfer amount, as well as the transfer fee and the fee for other services to the cash office of the intermediary subcontractor of EXCLUSIVE CASH. Transfers within Hungary and to foreign countries can only be initiated by depositing HUF. The following destination countries constitute an exception to this rule: Antigua and Barbuda, Bermuda, China, Venezuela, Vietnam; to these countries USD can be sent directly. The transfer amount and the fees for the related services can only be settled in the same currency (HUF if the transfer was initiated in HUF, USD if the transfer was initiated in USD).
3. / The Sender is obliged to wait for the verification of the authenticity of the deposited banknotes and coins and their numerical counting. If the Client leave, he/she accepts that his/her departure is a declaration of implied acceptance, by which he/she acknowledges and undertakes to pay for any deficiencies and forgeries found in his/her absence—and thus accepted by Client as existing— by WUPSIL or EXCLUSIVE CASH or by any of EXCLUSIVE CASH's intermediary subcontractors. In the event of a deficit, the Sender shall also be liable to pay interest on arrears at the base rate of the National Bank of Hungary + 5% of the amount of the deficit. The relevant Western Union branch may refuse to accept incomplete or otherwise damaged or contaminated payment instruments. The responsible Western Union branch shall take a record of all banknotes and coins whose authenticity is questionable. The withdrawn banknotes or coins will be sent to the National Bank of Hungary for examination, for which period the Client will not be entitled to any reimbursement, and the withdrawal will be at the Client's expense.
4. / For the transfer of funds and for any services used by the Sender, the Sender will pay the fees according to the prevailing tariff. For information on rates and exchange rates, please contact the operators in person, the customer service (tel: +36-1-267-4369) or the Western Union website (<https://www.westernunion.com/us/en/web/send-money/start>) before placing your order. WUPSIL may adjust the tariff periodically in accordance with money market conditions.
5. / The Sender may modify or cancel, in writing, any cash transfer order initiated at any branch of EXCLUSIVE CASH's intermediary subcontractors, after the transfer until payment is made, in any Western Union branch of EXCLUSIVE CASH's intermediary subcontractor. Amendments and withdrawals can only be made by presenting a copy of the original cash transfer order and following the rules for sending money. WUPSIL and EXCLUSIVE CASH shall not be liable for any claims of the Recipient, for whatever reason, in the event of modification or withdrawal of the order, for which the Sender shall be liable.
6. / WUPSIL, or EXCLUSIVE CASH acting on its behalf, will be entitled to the fee paid at the time of sending the order and the related services even if the recipient of the transfer does not collect the amount transferred, or if the Sender's order is later withdrawn before the amount has been collected. The fee for the order and the related services will be refunded to the Sender if the order is not executed or is executed incorrectly for reasons in the interest of WUPSIL or a person for whom WUPSIL is responsible.
7. / In case of cash transfers initiated at the branches of EXCLUSIVE CASH or its intermediary subcontractors, the amount not received by the Recipient will be refunded to the Sender at any Western Union branch of EXCLUSIVE CASH or its contracted partners, upon presentation of the customer's copy of the original cash transfer order and proof of identity – the paid amount will be refunded without interest and without the transfer fee.
8. / In addition to the cash transfer, it is also possible to send a few words message in Latin letters at the Sender's request for an additional commission. The commission for this service is included in the tariff.
9. / The Sender shall be responsible for the accuracy of all information provided on the cash transfer form. If a Client specifies a fictitious person or him/herself as the recipient, WUPSIL (also through its contracted intermediaries) will refuse to execute the order. If it is discovered after dispatch that the Recipient is the same person as the Sender or is a fictitious person, WUPSIL, EXCLUSIVE CASH or the intermediary subcontractor shall not be liable for any damage resulting from such orders.
10. / Test question: Cash transfer orders to certain countries can only be executed with proof of identity and the use of the test question. The option of test question cash transfer orders is not available in all countries. The Client can obtain information on the detailed rules for test question transfers at the time of transferring, from the EXCLUSIVE CASH Customer Service or at www.westernunion.com.
11. / Exchange rate fixing (Fixing): In certain countries where payment can be made in more than one currency, the Sender may, when transferring the amount, stipulate that the amount sent should be paid to the Recipient in the currency specified by the Sender, calculated at the exchange rate at the time of transfer (fixation). If the Sender

Exclusive Cash

does not exercise this option and the rules governing the Western Union service at the place of payment allow the use of more than one currency, the Recipient decides on the currency of the payment.

IV. Money withdrawal

1. / The amount sent via the Western Union cash transfer system is available immediately after the issuance of the transfer verification number and can be collected by the recipient depending on the opening hours of the Western Union partners in the relevant country. Inactive transactions (transferred and not collected for more than 45 days) are not eligible for payment and require reactivation of the transaction by the Sender.
2. / Only the following are required to collect the amount transferred (except for test question transactions):
 - a) the name of the Recipient,
 - b) proof of the identity of the Recipient,
 - c) the exact name of the Sender provided by the Recipient,
 - d) the name of the country of transfer by the Recipient, for USA, Canada and Mexico including the state,
 - e) the transfer verification number of the transaction (MTCN: Money Transfer Control Number) provided by the Recipient,¹
 - f) indication of the amount transferred by the Recipient (with a maximum 10% variation), (for amounts below USD 1000)
 - g) in countries where payment can only be made on the basis of a test question, the correct answer to the test question in addition to the above. (Its use is not allowed for payments in Hungary)

If the Recipient provides his/her own name along with proof of identity, the Sender's name, country (including the state in the case of the USA, Canada and Mexico), the transfer control number and the expected amount with a maximum 10% difference (for amounts less than USD 1000), the amount transferred will be paid to any Western Union partner in the country of destination. The former conditions are strictly checked and recorded on the receipt form each time a payment is made.

The Recipient shall prove his/her identity with a proof of identity acceptable under Hungarian law. The list of acceptable documents is contained in Annex 1 of these terms.

No authorised representative may act on behalf of a Recipient.

3. / Payment is not possible in the absence of a valid identity document.
If the client does not hold an acceptable form of identification, the service will be refused in accordance with WUPSIL's payment terms in Hungary.
4. / If the Sender has also ordered a message forwarding service at the time of the order, the message will be delivered at the time of payment.
5. / The amount transferred will be paid in cash, but according to the rules in force in some countries of destination, Western Union partners can also pay by cheque in whole or in part.
6. / The amount transferred is normally paid in the currency of the recipient's country, but in some cases the payment can be made in the official currency of the country of destination and/or in USD, or in other currencies other than the official currency. In Hungary, only HUF payments are accepted at the branches of EXCLUSIVE CASH's intermediary subcontractors. An exception to this is if the Sender's country is the United States, in which case the transaction amount can be collected in USD.

If the transfer amount is not paid in the currency of the Sender's country, it will be converted at the exchange rate listed by Western Union. If the Sender has fixed the currency of the payment and thus the exchange rate at the time of the transfer, the payment can only be made in the currency and at the exchange rate fixed by the Sender. At the subcontracting branches of EXCLUSIVE CASH's intermediaries, payment can be made in USD and HUF - subject to the above, some branches may only be able to pay in HUF.

¹ The rules for knowing the transfer control number (MTCN) vary depending on the country. In Hungary, the Recipient is required to provide the MTCN to collect the money, but in some countries, this is not necessary. For information on these countries, please contact Customer Services.

Exclusive Cash

When paying out the amount, the paying office may apply rounding: e.g. for payments in USD no cents, for payments in HUF no fillérs will be paid. The change amounts are rounded down below 50 and up from 51. In the case of payments in HUF, rounding shall be carried out in accordance with the provisions of Act No. III of 2008 on the rules of rounding required as a result of the withdrawal of HUF 1 and HUF 2 coins.

7. / The address given as the address of the Recipient on the transfer form
 - a) is not considered the place of execution of the order, as the transfer can be collected at any Western Union partner within the country of destination after proof of identity.
 - b) The identity of the address given as the address of the Recipient on the transfer form with the address on the document presented at the time of payment is not a condition for payment, given that a person may hold several forms of identification (passport, identity card) and several addresses at the same time, and that identity documents do not always contain the address of the person entitled to use them.

8. / During the payment process, the transaction operator verifies the accuracy of the data based on the documents submitted. The system uses internationally uniform First Name Last Name fields. If the name in the system does not match the name in the documents, the operator must refuse the payment. These include, for example, first names and surnames being mixed up in the system, the absence of a middle name, or the incorrect order of first names.

V. Legal assessment

/ A cash transfer order given to WUPSIL is a contract of agency in the interest of a third party as defined in the Civil Code, by which the Sender instructs WUPSIL to make the amount paid by the Sender available for collection by the Recipient in the country indicated through the system and according to its rules. The contract concluded between WUPSIL and the Sender does not constitute a contract for the benefit of a third party according to the Civil Code, as the Recipient does not become directly entitled to the transferred amount upon notification of the transfer, and the Sender has exclusive control over transaction until its payment to the Recipient. The Sender may revoke or amend the transfer order prior to payment to the Recipient. WUPSIL shall not be liable in any respect for any claims of the Recipient resulting from the revocation or modification of the transfer order, nor for any claims the Sender and the Recipient may have against each other.

1. / A cash transfer without opening a payment account is the transfer of funds paid by a payer to the beneficiary or to a payment service provider acting on behalf of the beneficiary for the purpose of making a payment to the beneficiary. WUPSIL does not provide services through a payment service provider acting on behalf of the beneficiary. Payment is made exclusively through cash withdrawal.

2. / When using the Western Union cash transfer service, it is important to use the service as intended. WUPSIL may refuse to execute orders that constitute an improper use of its cash transfer services (in particular, but not limited to: the recipient being identical to the sender, improper use of the test question, use of the transfer service as a deposit, down payment, advance payment or purchase price, recipient not being in the country of destination), if it is presumed that the use is improper, and shall not be liable for any damages arising from such orders under any circumstances.

VI. Erroneous payments

1. / EXCLUSIVE CASH informs its Clients that, in certain circumstances, the execution of transfers may result in payments below or above the amount transferred. In such cases, EXCLUSIVE CASH will inform the Client in writing of the difference between the amount transferred and the amount received.

2. / WUPSIL reserves the right to deduct or credit the difference between previous transfers in subsequent transactions initiated or received by the same person, after prior written notification.

Exclusive Cash

VII. For the security of your transactions, please keep the following in mind:

1. / Please note that the speed and security of Western Union cash transfers are guaranteed only when used as intended.
2. / For the safety of our Clients, we ask our Clients **not to send any funds**
 - a) **to an unknown person,**
 - b) in exchange for an online purchase (goods, services, live animals, e.g.: vehicle, mobile phone, dog... etc.)
 - c) as security for any commercial transaction,
 - d) as a deposit, security deposit, advance payment or any kind of administrative fee (e.g. rent, money loan or inheritance promise, transport costs, bank charges)
 - e) for a fictitious person,
 - d) for a recipient who is not in the country of destination.

The amount sent via the Western Union cash transfer system is available immediately after the issuance of the transfer verification number. The use of a money transfer with the intention of delaying the payment of the transfer is considered as improper use of the service (e.g. the recipient is not in the country of destination when the funds are transferred). It is prohibited to give any (one or more) details of the transfer to a third party! Under no circumstances will WUPSIL or its agents be liable for any damages arising from such orders.

VIII. Supervision of EXCLUSIVE CASH activities

1. / EXCLUSIVE CASH is the Hungarian Payment Intermediary of Western Union Payment Services Ireland Limited (Unit 9, Richview Office Park, Clonskeagh, Dublin 14, Ireland) (WUPSIL). National Bank of Hungary (H-1013 Budapest, Krisztina krt. 39., central mailing address: H-1535 Budapest, 114. Pf. 777.) has registered EXCLUSIVE CASH as a Payment Intermediary.
Further information: felugyelet.mnb.hu

2. / Western Union Payment Services Ireland Limited (Unit 9, Richview Office Park, Clonskeagh, Dublin 14, Ireland) (WUPSIL) is regulated by the Irish Financial Services Ombudsman, whose contact details are: 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Ireland, telephone: +353 1 6620899, e-mail: enquiries@financialombudsman.ie

For any additional questions, please contact the EXCLUSIVE CASH customer service, whose contact details are:

Exclusive Cash Kft.
H-1056 Budapest, Váci utca 84.
Tel: 36-1-267-4369
E-mail: info@exclusivescash.hu

IX. Handling complaints

A basic requirement of our business practice is to investigate our clients' concerns promptly and remedy any errors found. We therefore record all complaints and prioritise their resolution. We also regularly analyse the comments we receive and use the results to improve our services and customer care. EXCLUSIVE CASH treats complaints and complainants equally, without discrimination of any kind, under the same procedure and rules.

Complaint handling must be prompt, fair and substantive, with the cause and reason for the complaint being identified and then remedied as soon as possible.

In the handling of complaints, EXCLUSIVE CASH considers and expects from its Clients the basic requirement of reasonable, informed and prudent consumer conduct, acting with due diligence and care.

EXCLUSIVE CASH strives to provide a professional, substantive, explanatory and up-to-date response to complaints received, which meets the requirements of clarity.

Exclusive Cash

Definitions

Complaint: Any individual request or notification against the activities of EXCLUSIVE CASH, the intermediated service, in which the Complainant objects to the conduct of EXCLUSIVE CASH and makes a specific and clear claim. The Client's request for general information, opinion or statement from EXCLUSIVE CASH does not constitute a complaint.

Complainant: may be a natural person, a legal person, an unincorporated business or any other entity that uses the EXCLUSIVE CASH service or is the recipient of information or an offer related to the service, or a representative of any of the above. The complainant is usually a client of EXCLUSIVE CASH, but a person who complains about EXCLUSIVE CASH's conduct not in relation to a specific service, but in relation to other activities related to the service (such as advertising), is also considered a complainant.

Consumer: among the Complainants, a natural person acting for purposes other than his/her own occupation and economic activity, or, for the purposes of the rules applicable to conciliation bodies, a non-governmental organisation, ecclesiastical legal person, condominium, housing association, micro, small and medium-sized enterprise, as defined by a separate law, acting for purposes other than his/her own occupation and economic activity, who buys, orders, receives, uses, makes use of goods or is the addressee of commercial communications or offers relating to goods.

Client: Complainant and Consumer together.

Product: any marketable movable tangible property that can be taken into possession, excluding money, securities and financial instruments, and natural resources that can be used as a commodity.

Service: any activity, other than the sale of goods, real estate or intangible assets, performed for consideration, which involves the creation of a result, the performance of a task or other conduct in order to satisfy a customer's or client's request.

Goods: products, immovable property, intangible assets and services.

Sales price: the price per unit or quantity of a product.

Unit price: the price per unit of measurement of the product as defined in the legislation implementing Act No. CLV of 1997 on Consumer Protection.

Commercial practice: any conduct, activity, omission, advertising, marketing or other commercial communication of an undertaking or of a person acting for or on behalf of an undertaking directly related to the sale, supply or promotion of goods to consumers.

Commercial communication: the communication of information directly related to the independent occupation or economic activity of an undertaking, irrespective of the medium or means of presentation.

Invitation to purchase: in a commercial communication, the indication of the characteristics of the goods and their price or charge, according to the means of communication used, in such a way as to enable the consumer to purchase or use the goods.

Transactional decision: the consumer's decision whether, how and under what conditions to enter into a contract, and whether to exercise any of his/her rights in relation to the goods.

Distribution: the making available of a product by an undertaking for sale, consumption or use, whether in return for payment or free of charge, including offering it to the consumer.

Authorised representative: the parties may act through an authorised representative. An authorised representative may be any natural or legal person or any entity without legal personality. A person cannot be an authorised representative: if he/she has not yet reached the age of eighteen; if he/she has been disqualified from public office by a final court judgment or if he/she has been placed under guardianship by a final court judgment.

Authorisation: The authorisation must comply with the requirements of Article 325 of Act No. CXXX of 2016 on the Code of Civil Procedure.

Exclusive Cash

9.1. Procedure for handling complaints

Reporting and recording a complaint

The ways in which Clients can lodge complaints:

- a) Verbal complaint: - by phone
- b) Written complaint: - on a uniquely numbered complaint form
- by e-mail (panasz@exclusive.hu)

The ways in which Clients can lodge complaints:

If the Client considers that the contested procedure can be easily remedied, or is based on a lack of information or a misunderstanding, the Client may contact the EXCLUSIVE CASH Customer Service at +36 1-267- 4369 from 9 a.m. to 5 p.m. on weekdays.

Notification in case of a written complaint

To ensure a more efficient administration, EXCLUSIVE CASH asks its Clients to submit their complaints in a written form whenever possible. In order for the complaint to be examined, a precise description of the specific case and, in the case of multiple complaints, a separate record of the complaints and their grounds, as well as an indication of the specific claim and a copy of the documents supporting the complaint must be attached to the submission. If the complaint has a history, EXCLUSIVE CASH will also ask for related information (e.g. client copy of the sender's receipt, transaction number, place and date of the transaction).

The Client's signature is required for a written complaint to be valid. When a written complaint is submitted by a representative or by a proxy, EXCLUSIVE CASH will verify the right of representation, therefore, if the parties act by proxy, the complaint must include the name of the natural person acting as proxy and the original power of attorney signed by the proxy and by at least two witnesses or written and signed in his/her own handwriting.

Client can send a written complaint to:

Company name: Exclusive Cash Kft.

Company postal address: H-1051 Budapest, Váci utca 84.

EXCLUSIVE CASH e-mail address: panasz@exclusivecash.hu

9.2. Investigating and responding to a complaint

Verbal complaint

Given that EXCLUSIVE CASH provides its services through intermediary subcontractors, verbal complaints can only be made via the telephone customer service.

In the event of a complaint by telephone, EXCLUSIVE CASH will ensure that the call is answered and dealt with within a reasonable waiting time. If the Client does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, EXCLUSIVE CASH will take a record of the complaint and its position and send a copy to the Client. In all other respects, EXCLUSIVE CASH will act in accordance with the provisions on written complaints.

The log can be used to record the following:

- a) the client's name;
- b) the client's address, registered office and, where applicable, postal address;
- c) the place, time and manner of the lodging of the complaint;
- d) a detailed description of the client's complaint, recording separately the objections to which the complaint relates, in order to ensure that all the objections contained in the client's complaint are fully investigated;
- e) the number of the order/contract concerned by the complaint, depending on the case, the customer

Exclusive Cash

number;

- f) a list of documents, records and other evidence presented by the client;
- g) a statement of EXCLUSIVE CASH's position on the customer's complaint, if an immediate investigation of the complaint is possible;
- h) the signature of the person taking the record and, except in the case of a verbal complaint made by telephone or other electronic communication service, the client's signature;
- i) time and place of recording the complaint;
- j) in the case of a verbal complaint made by telephone or other electronic communication service, the unique identification number of the complaint.

Written complaint

In the case of a written complaint, EXCLUSIVE CASH will investigate the complaint substantially and will send its position and its decision/measure regarding the complaint in writing to the Client within 30 days of its notification, stating the exact grounds for the decision/measure. On request, EXCLUSIVE CASH will also notify the Client of the outcome of the investigation by phone or e-mail.

EXCLUSIVE CASH may need additional information from the Client during the investigation of the complaint. In this case, it is in the Client's interest to respond as soon as possible, as EXCLUSIVE CASH cannot continue the procedure until the relevant information is provided.

EXCLUSIVE CASH will endeavour to handle complaints within the shortest possible time limits and will ensure that its decision to investigate, rectify or reject the complaint is taken in accordance with the applicable legislation. It will send its decision on a complaint to its Clients within a maximum of 30 days, stating its reasons in a clear and comprehensible manner and responding to all the concerns raised.

EXCLUSIVE CASH cannot charge the Consumer any extra fee for the investigation of a complaint.

In particular, EXCLUSIVE CASH may request the following information from the Client in the course of complaint handling:

- a) name;
- b) MTCN (Money Transfer Control Number), a 10-digit unique identification number for the transfer;
- c) residence, registered office, postal address;
- d) phone number;
- e) notification method;
- f) the product or service affected by the complaint;
- g) description of the complaint, cause;
- h) the complainant's claim;
- i) a copy of any documents in the client's possession which are necessary to substantiate the complaint and which are not available to the service provider;
- j) for a client acting by proxy, a valid authorisation;
- k) any other data necessary to investigate and respond to the complaint.

9.3. Description of the complaints handling process

Once a complaint has been filed, EXCLUSIVE CASH's primary responsibility is to determine whether or not the report constitutes a complaint under the definitions set forth in this Policy. If so, the complaint will be registered.

Once the complaint is registered, the investigation of the complaint is started. During the investigation phase,

Exclusive Cash

missing information and, if necessary, expert advice can be obtained.

If all the information relevant to the complaint is available, the investigation phase is closed and a decision is taken.

The decision can take three forms:

1. Acceptance of a complaint
2. Partial acceptance of complaint
3. Rejection of a complaint

Decision-making is followed by the preparation and sending of the client response at the end of the complaint procedure, in the form of communication specified by law or requested by the Client (in writing by post, e-mail, etc.).

EXCLUSIVE CASH pays particular attention to ensuring quality complaint handling and, following the closure of each complaint, it carries out a monitoring (analytical) activity of the whole complaint handling process, including:

- the processing time of complaints, broken down by different aspects;
- the number of complaints;
- complaints related to specific products/services/transactions;
- overall customer satisfaction with complaint handling;
- or customer satisfaction in relation to specific complaints.

9.4. Information on legal remedies

9.4.1. If the complaint is rejected, EXCLUSIVE CASH will inform the Client in writing of its position on the remedy and of the body, authority or court to which the Client may refer the complaint, depending on its nature. The Client will have these options even if the 30-day time limit for responding to the complaint has not been met.

9.4.2. The possibilities for filing and resolving a complaint outside of EXCLUSIVE CASH differ depending on whether the Complainant, who may or may not be considered a Consumer, wishes to file a further complaint.

9.4.3. In case the complaint handling by EXCLUSIVE CASH does not lead to a satisfactory result for the Consumer or if no reply is received within 30 days, the following remedies are available:

a) appeal to the Financial Arbitration Board under Act No. CXXXIX of 2013 on the National Bank of Hungary (Registered office: H-1054 Budapest, Szabadság tér 9., Tel.: +36 (1) 428 2600, Fax: +36 (1) 429 8000, E-mail: info@mnf.hu, Mailing address: National Bank of Hungary (Magyar Nemzeti Bank), H-1850 Budapest, Customer service: H-1013 Budapest, Krisztina krt. 39., Customer service telephone number: +36 (80) 203 776, Financial consumer protection e-mail: ugyfelszolgalat@mnf.hu), furthermore

b) appeal to the court with jurisdiction under the rules of Act No. CXXX of 2016 on the Code of Civil Procedure.

The Financial Arbitration Board has the competence and jurisdiction to settle out-of-court disputes between consumers and EXCLUSIVE CASH concerning the establishment and performance of a legal relationship (hereinafter referred to as "consumer financial dispute") To this end, the Financial Arbitration Board will attempt to reach a settlement and, if this is unsuccessful, will decide on the case in order to ensure the simple, quick, efficient and cost-effective enforcement of consumer rights.

9.4.4. If the complaint handling by EXCLUSIVE CASH is not satisfactory for the Complainant, who is not considered a consumer, the following remedies are available: in case of any dispute, in particular regarding the formation, validity, effects and termination of the contract, as well as the breach of contract and its effects, the Complainant

Exclusive Cash

may apply to the competent court in accordance with the rules of Act No. CXXX of 2016 on the Code of Civil Procedure.

The competent court of jurisdiction for EXCLUSIVE CASH is the Central District Court of Pest, Address: H-1055 Budapest, Markó u. 25. Postal address: H-1887 Budapest, Pf.: 28.)

9.5. Complaints register

EXCLUSIVE CASH keeps a record of Customer complaints and the actions taken to resolve them, which includes the following principal data:

- the Complainant's data
- a description of the complaint, stating the event or fact which is the subject of the complaint
- the date and method of lodging the complaint
- a description of the measure taken to remedy the complaint and, in the event of refusal, the respective reasons
- the name(s) of the person(s) responsible for handling the complaint or implementing the measure, as well as the deadline for completing the measure and for closing the complaint
- information and any expert opinion obtained during the investigation
- a decision on the claim identified in the complaint
- the time and method of replying to the complaint
- other information related to the analysis and development of complaint handling
- (e.g.: cause of complaint, frequency)

EXCLUSIVE CASH will archive written complaints, including the record of the complaint made in person, and the replies to them for five years and will make them available to the supervisory authorities upon request. After the retention period has expired, the data carriers (documents) must be destroyed.

The personal data recorded in the register of complaints may only be used for the purpose of registering and handling complaints.

In addition, EXCLUSIVE CASH is entitled, in order to enforce its rights or fulfil its obligations, to keep documents relating to complaints in paper or electronic form in accordance with the rules on the retention of evidence applicable to the complaint, but at least until the expiry of the limitation period provided for in the civil law rules of limitation.

Complaints handling is governed by the EXCLUSIVE CASH Complaints Handling Policy.

X. Personal data protection

EXCLUSIVE CASH acts as WUPSIL's data processor for the processing of data related to the Western Union money transfer service, and its rights and obligations in relation to the processing of data are determined by the data processor. In the course of its activities, it carries out independent data processing within the scope of Act No. LIII of 2017 on money laundering, as detailed in its Regulations concerning Money Laundering.

Certain information and data are essential for the performance of the service: without these, the performance of the service may be refused, or, in the case of a statutory provision, there is a mandatory ground for refusal. By using the service, the Client assumes full responsibility for the authenticity and accuracy of the data provided. The Client also assumes full responsibility for the lawful processing and disclosure of third-party personal data. When processing the personal data of Clients and other data subjects, EXCLUSIVE CASH always acts in accordance with the applicable legal provisions, in particular the GDPR, and provides information on its data processing and the rights of the data subject in the Privacy Policy published on its website (www.exclusivecash.hu).

XI. Code of Conduct

Code of conduct: an agreement or set of rules, established in the context of market self-regulation, which sets out rules of conduct to be followed in relation to a commercial practice or sector of activity by undertakings that accept the code as binding on them (hereafter referred to: adherence to a code of conduct).

EXCLUSIVE CASH informs its Clients that it is not subject to a Code of Conduct.

Budapest, 24 June 2022

These Terms of Business enter into force
from 1 July 2022

Exclusive Cash Kft.

Annex No.1 : Identity documents accepted when processing Western Union transfers

For Hungarian citizens:

- Hungarian identity card (paper format),
- Hungarian identity card (plastic card format) **AND** official proof of residence (address card) together,
- Hungarian passport **AND** an official proof of residence (address card) together,
- new type of Hungarian driving licence (plastic card format) **AND** an official proof of residence (address card) together,
- the Hungarian identity card application form is acceptable for 30 days from the date of issue.

For foreign citizens:

- passport,
- Hungarian residence permit with a photo (**except** permanent residence card starting with the letters AK),
- An identity card issued by a Member State of the European Union, Andorra, Iceland, Liechtenstein or Switzerland.

In any case, only documents that entitle the holder to stay in Hungary may be accepted.

Expired, invalid, damaged or other documents not listed above (e.g. foreign driving licence, foreign residence permit, Hungarian driving licence issued to a foreigner, student card, diplomat or foreign service card, social security card, tax card) **cannot be accepted!**

We do not accept official proof of missing documents (e.g. a police or immigration office report).