

TERMS & CONDITIONS – Pacific Ezy

1. MONEY TRANSFER SERVICE

These Terms and Conditions govern the money transfer services provided to you by Pacific Ezy Money Transfer Limited (Company number: 1687535) (referred to as "we/our/us"). Our head office address is 2/11 Mason Ave, Otahuhu, Auckland, New Zealand.

We are registered as a Financial Services Provider under the Financial Service Providers (Registration and Dispute Resolution) Act 2008 (registration number: FSP6841) for the following financial services:

- Operating a money or value transfer service
- Changing foreign currency.

2. SENDING A PAYMENT

You must provide us with information which clearly identifies:

- the individual to whom you are sending the money (the "payee"); and/or
- details of the payee's payment account (if they have one).

3. TIMING

We will transfer your payment so that the money reaches the firm where your payee will collect it no later than the end of the business day after we received your instruction.

If we did not receive your payment instruction before 2pm on a business day for us (or if we received it on a day which is not a business day for us), we will treat it as if we received it on the next business day.

You cannot amend or cancel your instruction to us unless you give us written notice no later than the business day before the day on which we will transfer your money.

Should the receiver be unable to uplift their transfer, a cancellation and reversal of transfer could be requested. We require 24hours notice to action a request. Once the funds have been cancelled from Samoa, the reversed funds may be uplifted by the person/s whose name appears on the receipt. Appropriate identification including a form of qualifying photo ID is mandatory for the release of funds. A service fee of \$20NZD will be charged at the time of disbursement.

"business day" means a day on which we are open for business (other than a Saturday or Sunday or a public holiday).

4. FEES AND CHARGES

When you are sending money, you agree to pay us; at the time we accept your instruction to send your money transfer, the fees and charges as advised by the agent and/or office.

When you are receiving money, we may deduct, from the money transferred to us before we make it available to you, the fees and charges (if any) set out in the written information we give you when you receive the money.

5. EXCHANGE RATE

We will inform on your payment instruction form or receipt the exchange rate applied to your money transfer when you are sending or receiving money. We usually convert your money from New Zealand dollars to Samoan tala at the time of transfer.

6. MEMBERSHIP CARDS

Once you have provided necessary proof of identity and residential address, you may be entitled to receive a Pacific Ezy membership card. Once issued a membership card, you must tell us if your address or contact details change.

The membership cards remains the property of Pacific Ezy and you must return the card immediately if asked to do so. The membership card must only be used by the individual who the card is issued to. You should keep the card safe to prevent it being used for fraudulent purposes.

7. GENERAL

We are not obliged to perform our obligations if abnormal and unforeseeable circumstances beyond our control prevent us from doing so.

You may be entitled to redress for an incorrectly executed money transfer only if you notify us without undue delay on becoming aware of it.

Neither these Terms and Conditions nor any transaction carried out under them shall confer contractual or other rights on, or be enforceable against us by, any party other than you.

We are not liable for any losses not directly associated with any incident that may cause you to make a claim against us, nor are we liable for loss of profits, loss of business, loss of goodwill or any form of special damages.

You agree that you are not sending or receiving a payment transfer for or in connection with any criminal or illegal purpose.

You agree to help us in the discharge of our anti-money laundering responsibilities by providing such information as we may request.

We may use information about you to discharge our anti-money laundering responsibilities, to provide our services and to manage our relationship with you. We may disclose this information to payers, payees and intermediaries in the course of providing our services; persons with whom we share information for anti-money-laundering purposes; regulatory authorities; and service providers acting on our behalf. If you wish to access or correct the information that we hold about you, please contact us at info@pacificezy.co.nz.

8. LAW AND JURISDICTION

These Terms and Conditions and all matters arising from or connected with them are governed by New Zealand law. The courts of New Zealand have non-exclusive jurisdiction to settle any dispute arising from or connected with these Terms and Conditions (including a dispute regarding their existence, validity or termination or relating to any non-contractual or other obligation arising out of or in connection with them) or the consequences of their nullity.

9. COMPLAINTS

Please tell us if you have any problems with our service: we will seek to resolve your complaint as quickly as possible.