



OMEGA EXPRESS REGISTRATION TERMS AND CONDITIONS

1. INTRODUCTION

1.1 this agreement is between you and **Omega Express GMBH ("us")**. This agreement shall govern your registration with us and shall only be considered as a process enabling the future conducting of money transfers through Omega Express GMBH.

1.2 Money transfers conducted through us shall be subject to the Omega express GMBH Terms and Conditions.

1.3 You must sign the registration form (the "**form**") and ensure all sections have been fully and accurately completed. If you do not, we may not be able to activate your customer profile. You must immediately contact us if any of the information you provide changes.

1.4 You must also provide us with a valid form of personal identification in order to activate your customer profile. Please ask your service rep for accepted forms of personal identification.

1.5 Our contact details: our telephone number is +41 44 455 9999 (you may be charged for calls to this number by mobile phone); our website is www.omegaexpress.ch; our address for writing to us is Omega Express GMBH, Kalkbreitestrasse 42 8003 Zürich, Switzerland; and our email address is info@omegaexpress.ch.

2. ACTIVATION OF CUSTOMER PROFILE

2.1 Once you provide us with your details and the **form A** has been completed we will activate your customer profile within the Omega Express system. We may refuse to activate you if we reasonably believe that: (a) by doing so we might break any law, regulation, code or other duty that applies to us; (b) doing so may expose us to action from any government or regulator; or (c) your intention to register with us may be linked with fraudulent or illegal activity.

2.2 Once Omega Express GMBH has carried out the due diligence and your account has been approved the client will be able to conduct money transfers. Each transfer shall be documented in a separate transaction receipt.

3. RESTRICTIONS ON TRANSFERS

3.1 There are limits on how much you can send. Your service rep will, as necessary, tell you what they are.

3.2 We may refuse to send the money or allow it to be collected if we reasonably believe that: (a) by doing so we might break any law, regulation, code or other duty that applies to us; (b) doing so may expose us to action from any government or regulator; or (c) it may be linked with fraudulent or illegal activity.

4. CANCELLING AND REFUNDING A TRANSFER

You do not have a right to cancel the transfer. We may nevertheless be able to cancel it before the recipient collects or receives the money. If you wish to cancel the transfer and request a refund of the transfer amount, you can ask your service rep or write to us enclosing a copy of your transaction receipt. We aim to process such requests promptly but in any case within 30 days.

5. IDENTIFICATION AND PAY OUT

5.1 In order to collect the money and complete a transfer, identification will have to be provided. For certain transfers (depending on the receive country and amount - your service rep has the details) the test answer you have set in the form may be required in addition to identification or instead of identification.

5.2 The reference number of the transfer will normally also need to be provided to the service rep. Please note that the reference number is not always required to collect the money (again, you can find out what is required from your service rep).

5.3 You must not give the reference number, test answer or recipient's details to anyone other than your chosen recipient, and do all you reasonably can to make sure no one else can obtain them - for example, by (a) not letting anyone see the pre-registration form or the transaction receipt; and (b) not writing down the test question

answer or the reference number in a way that can be recognised, nor letting anyone overhear you tell the recipient what they are.

6. PAYMENT TRANSACTIONS

6.1 We will execute Payment instructions so that the amount to transferred reaches the payee's payment service provider no later than the end of the third business day after we received your instructions. We must receive payment instructions before the cut off time specified in our website or visiting our branch

7. OUR LIABILITY

7.1 We will not be liable if we break this agreement because of: (a) abnormal and unforeseeable circumstances outside our control where we could not avoid breaking this agreement despite our efforts to the contrary - this may include, for example, delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures; or (b) our obligations under Swiss or other applicable laws to which we may be subject to.

7.2 We are not liable to you for more than the amount of money you send and our fee. We will not be liable for any incidental, indirect, special or consequential losses or costs you suffer or, as this agreement is made with you as a consumer, any business losses or costs (such as loss of business profits or opportunities).

7.3 Our service is for you to send money to a private individual known by you rather than to make a commercial payment, and you must not use it for those types of transaction. You must also follow the fraud warnings on the form. If you ask us to pay someone who turns out to have defrauded you or who fails to meet his or her obligations to you, we will not be liable as a result.

8. OTHER TERMS

8.1 We will report money transfers to any government authorities if we are required to do so by law.

8.2 None of our services involve you or the recipient having a "deposit" or a deposit account with us (or any other company helping with the transfer, apart from the receiving bank for a cash to account transfer) at any time.

8.3 If there is any difference between the German version of these conditions and the English version, the English version will apply.

9. COMPLAINTS

We are committed to providing you with the best service at all times. In the unlikely event that you are dissatisfied with our service, please contact us as soon as possible. For full details of our complaints procedure or consumer protection advice, or to submit a complaint, you can visit our website, email us, or write to Customer Relations at the address in condition 1.5.

10. AMENDMENTS

Money Express GMBH may amend these terms and conditions from time to time by providing written notice to you to the address provided in the form. By initiating a Omega Express money transfer subsequent to the communication of such changes you will be agreeing to them.

DATA PROTECTION

1. DATA PROTECTION

1.1 We are committed to protecting your privacy. We may use your and the recipient's personal information and the details of your transfer, and store them on our databases, in order to provide you and the recipient with transfer services, for managing our business (including administering our on-going relationship with you) and for market research as permitted by applicable law. You must have the recipient's consent to share his personal information with us.

1.2 We will not share the information with anyone else except as required by law. We have security practices and procedures in place to restrict access to personal information as appropriate.

1.3 You may request access to your personal information, ask for the information to be corrected or updated or,

for legitimate reasons, oppose its processing, by writing to or e-mailing us (Attn: Privacy Officer) or calling us.

1.4 By completing and signing the form, you agree to our collection, use and transfer of your and the recipient's personal information for the above purposes. Our website sets out our latest data protection policy and we will, as required by law, tell you about any changes to such policy.