

COMMON RULES FOR THE PROVISION OF SERVICES IN MONEY REMITTANCE SYSTEMS

1. GENERAL PROVISIONS

1.1 Information about the provider data:

Provider name: "MOLDCELL" S.A.

IDNO: 1002600046027

Legal address (registered office): **Republic of Moldova, MD-2060, Chisinau municipality, 3 Belgrad Street.**

E-mail address: moldcell@moldcell.md

Website: www.moldcell.md

Addresses of the Provider's workplaces: https://www.moldcell.md/rom/moldcell_offices/29

The authority responsible for the supervision of the electronic money institution: **the National Bank of Moldova, website: www.bnm.md**

Licence of the electronic money institution: **MMI series no. 000477 of March 21, 2023**

Registration number in the Public Register of Electronic Money Institutions: No. 7 of March 17, 2022

1.2. The **Rules for providing money transfer services** (hereinafter referred to as the "Rules") are developed in accordance with the legislation of the Republic of Moldova and contain provisions common to all Money Transfer Systems in which "MOLDCELL" S.A. participates.

1.3. These Rules regulate the manner and conditions for carrying out money transfers through money transfer systems, establish the rights and obligations of persons who send or receive money through these systems, and those of "MOLDCELL" S.A. (hereinafter referred to as the **Provider**) in the process of providing these services.

1.4. The Provider participates as a payment services provider in the following Money Transfer Systems:

- **Western Union**

- **MoneyGram**

1.5. The Provider offers money transfer services through work points (Western Union) and the mobile application "moldcell money" (MoneyGram). More information about the addresses of the work points can be found on the website www.moldcell.md.

1.6. The Provider makes these Rules and detailed information about the money transfer systems available to users by placing them at the work points and publishing them on the website www.moldcell.md and in the "moldcell money" application.

1.7. The funds are collected from the Payer in Moldovan Lei (MDL).

1.8. The sending and disbursement of funds in the money transfer process are carried out in Moldovan Lei (MDL). If the money transfer was in foreign currency, the disbursement is made in Moldovan Lei after converting the amount at the exchange rate set at the time of disbursement.

1.9. The use of the money transfer service implies the acceptance by the user of these Rules and the specific conditions for each individual Money Transfer System.

2. DEFINITIONS

The terms and expressions used in these Rules have the meanings provided in the normative acts or as defined below:

Identity document – A valid document that certifies a person's identity: all types of passports, identity cards, residence permits, travel documents for stateless persons (Convention relating to the Status of Stateless Persons, September 28, 1954), refugees (Convention relating to the Status of Refugees, July 28, 1951), and beneficiaries of humanitarian protection, issued by the competent

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authorities of the Republic of Moldova, or travel documents (passports) issued by other countries and valid at the time the services are provided.

moldcell money application – A mobile application that allows the User to access the moldcell money system and transmit and/or confirm instructions for executing payment orders to the Provider through a mobile device.

Beneficiary – An individual with full legal capacity who holds a valid identity document and is the recipient of the funds subject to a money transfer payment operation.

Exchange rate – The exchange rate of foreign currency in relation to the national currency or another foreign currency. For money transfers in the Western Union system, the exchange rate is set by the Organizer of the money transfer system. For money transfers in the MoneyGram system, the exchange rate is set by the Provider.

Unique identification code for the money transfer – A combination of letters, numbers, or symbols set by the participating payment service provider, used for executing the money transfer.

Organizer of the money transfer system – A legal entity that organizes and ensures the operation of the Money Transfer System.

Payer – An individual with full legal capacity who gives the order for a money transfer.

Work point – A subdivision of the Provider where Users can request the sending/release of funds related to a money transfer through Money Transfer Systems.

Money transfer (Transfers) – A payment service in which funds are received from the payer without the creation of a payment account in the name of the Payer or the Beneficiary, with the sole purpose of transferring a corresponding amount to the Beneficiary or to another payment service provider acting on behalf of the Beneficiary, and/or where the funds are received on behalf of the Beneficiary and made available to them.

Money Transfer System – A system regulated by common rules for participants in the system related to the processing, clearing, and settlement of funds for money transfers, where the execution of the money transfer is not conditioned by the use of a payment account by the Payer/Beneficiary.

User – A general term referring to the Beneficiary and/or Payer, as appropriate, in the context.

3. REQUIREMENTS RELATED TO FOREIGN EXCHANGE LEGISLATION REGARDING THE EXECUTION OF MONEY TRANSFERS

Foreign exchange legislation of the Republic of Moldova establishes a series of requirements for money transfers abroad from resident individuals **made for the following purposes:**

- Family expenses
- As a donation
- In connection with establishing residence abroad
- In connection with temporary stay abroad
- For obtaining a visa
- Non-commercial socially important money transfers
- Money transfers of an individual to their account opened abroad
- Other money transfers in favor of non-residents

3.1. Money Transfers in Connection with Establishing Permanent Residence Abroad

A resident individual who establishes permanent residence abroad can transfer their owned funds abroad as follows:

a) Money transfer not exceeding 10,000 euros (or its equivalent) – without presenting supporting documents to the Provider.

b) Money transfer exceeding 10,000 euros (or its equivalent), with the presentation of the following documents to the Provider:

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i) The identity document of the resident individual, where the note regarding the authorization of emigration by the authorized bodies of the Republic of Moldova is applied (passport issued to the citizen of the Republic of Moldova or a stateless person for leaving/entering Moldova or the national passport of the foreign citizen).

ii) Documents confirming the ownership of the funds to be transferred from the Republic of Moldova (e.g., purchase-sale contract for property, securities, inheritance certificate).

3.2. Money Transfers for Family Expenses

A resident individual can transfer money abroad for family expenses to each family member who is a resident and located abroad as follows:

a) Up to 10,000 euros (or its equivalent) – without presenting supporting documents to the Provider.

b) Over 10,000 euros (or its equivalent) – with the presentation of the following documents to the Provider:

i) Documents confirming the family relationship (e.g., birth certificate, marriage certificate), and

ii) Documents confirming the necessity of the payment/transfer by the individual in whose favor the transfer is made, containing data about the amount of the payment/transfer.

3.3. Money Transfers as Donations

A resident individual can transfer:

a) Up to 10,000 euros (or its equivalent) – without presenting supporting documents to the Provider.

b) Over 10,000 euros (or its equivalent) – with the presentation of the Donation Contract to the Provider.

3.4. Money Transfers in Connection with Temporary Stay Abroad

An individual can transfer funds abroad for their current expenses during their temporary stay abroad as follows:

a) Up to 10,000 euros (or its equivalent) – without presenting supporting documents to the Provider.

b) Over 10,000 euros (or its equivalent) – with the presentation of the following documents to the Provider:

i) Documents confirming the temporary stay abroad (e.g., confirmation from a foreign educational institution, medical institution, or employer, temporary residence permits in the respective foreign country), and

ii) Documents confirming the necessity of the payment/transfer by the individual, containing data about the amount of the payment/transfer.

3.5. Money Transfers for Obtaining a Visa

A resident individual can transfer funds abroad in their name for obtaining a visa as follows:

a) Up to 10,000 euros (or its equivalent) – without presenting supporting documents to the Provider.

b) Over 10,000 euros (or its equivalent) – with the presentation of the following documents to the Provider:

i) Documents/information confirming the necessity of having funds abroad in the individual's name for obtaining the visa, containing data about the required amount (e.g., document/information from the diplomatic mission of the foreign country specifying the requirement to deposit funds into a foreign bank account for visa issuance), and

ii) Documents confirming the purpose/reason for the visit, which are necessary for submission to the relevant diplomatic mission/consular office for obtaining the corresponding visa.

3.6. Non-commercial Socially Important Money Transfers

A resident individual can transfer socially important non-commercial funds specified in Article 25 (9) of Law no. 62-XVI from March 21, 2008, in favor of a resident individual temporarily abroad as follows:

a) If the single transfer does not exceed 10,000 euros (or its equivalent) – without presenting supporting documents to the Provider.

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b) Over 10,000 euros (or its equivalent) – with the presentation of supporting documents (e.g., court decision), containing the purpose of the transfer and data about the amount.

3.7. Money Transfers by a Resident Individual to Their Account Opened Abroad

A resident individual can transfer funds to their account opened abroad without authorization from the National Bank of Moldova in the following cases:

a) If the resident opens accounts abroad intended for conducting operations related to direct investments and operations with immovable property, and the opening of such accounts by investors (in their name) is mandatory under the legislation of the foreign state where the operations are conducted, with the presentation of supporting documents to the Provider.

b) If the resident opens accounts with non-resident banks in cases provided by Article 13 (5) lit. b), e), and f) of Law no. 62-XVI from March 21, 2008, with the presentation of supporting documents to the Provider, containing the purpose of the transfer and data about the amount.

4. PROCEDURE FOR SENDING MONEY

4.1. Sending money through the Western Union Money Transfer System can be done by the Payer at any of the Provider's Work Points (stores). Sending money via the MoneyGram Money Transfer System is done through the “moldcell money” mobile application.

4.2. The Payer must comply with the Provider's requirements in the field of preventing money laundering and the financing of terrorism, as well as applicable laws in force.

4.3. When sending money through the Western Union Money Transfer System at the Provider's work points, the Payer must:

a) Present a valid original identity document and supporting documents (if applicable) to the Provider's representative;

b) Accurately provide the necessary information to the Provider's representative (either in writing or verbally) for entering the money transfer details into the information system: the name and surname of the Beneficiary, the address, phone number, the amount and currency of the transfer, the destination country, and the purpose of the payment;

c) Provide and hand over to the Provider's representative the amount of money to be transferred, as well as the related commission.

4.3.1. For the money transfer service, the Provider must take and keep a copy of the identity document presented in original.

4.3.2. The Provider will issue a confirmation receipt for the amount of money and commission collected, and the Payer will sign the documents confirming the amount has been received by the Provider for the money transfer as instructed by the Payer.

4.3.3. The Provider will provide the Payer with a unique identification code for the money transfer in the Money Transfer System.

4.3.4. The Provider is not responsible for informing the Beneficiary about the money transfer made.

4.3.5. Processing the information related to the money transfer and the availability of the funds for the Beneficiary's collection usually happens immediately but no later than 2 working days.

4.3.6. After the expiration of the statutory limitation period, if the funds have not been collected by the Beneficiary or claimed by the Payer, the transaction will be canceled, and the funds will no longer be available for release.

4.4. When sending money through the MoneyGram Money Transfer System via the “moldcell money” application, the Payer must have a “moldcell money” account and must be identified according to the requirements of the regulations regarding the prevention and combatting of money laundering and terrorism financing, as well as the internal procedures of the Provider.

4.4.1. To send money through the “moldcell money” application, the Payer will select the money transfer system, delivery type, and payment currency, and enter the Beneficiary's details.

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4.4.2. The Payer will validate their personal data provided during identification and available in the “moldcell money” system, and will choose the occupation, transfer purpose, source of funds, and the relationship with the Beneficiary from the drop-down list.

4.4.3. The Payer will confirm the provided details for verification, including the transfer amount and currency, the exchange rate applied, the transfer fee, and the Beneficiary’s details.

4.4.4. The Payer agrees to the "Terms and Conditions" (these Rules) regarding transfers through the money transfer system and confirms the transaction with the PIN code.

4.4.5. The confirmation message received by the Payer will contain a unique identification code for the money transfer, which the Payer will later provide to the Beneficiary.

4.4.6. If the transaction is successful, the client will receive an SMS confirmation message with transaction details. If there is an error, the transaction will be rejected.

4.4.7. If the chosen delivery option is cash pickup, the Payer will select a specific cash pickup point for the money transfer or choose the option to collect cash at any available pickup point of the Money Transfer System agents.

4.4.8. If the delivery option is a bank transfer, the Payer will select the bank and city where the Beneficiary will receive the funds. Both the bank and city are specified together because the same bank may have branches in different cities.

5. PROCEDURE FOR MODIFYING, RETURNING, OR CANCELLING A MONEY TRANSFER

5.1. The Payer may request modifications, cancellations, returns, and, if applicable, refunds for the funds related to the money transfer until the funds are released to the Beneficiary.

5.2. To modify, cancel, or return a transfer through the Western Union System, the Payer must present themselves in person (or their representative with a power of attorney) at the Provider’s Work Point. Modifications, returns, or cancellations can be made upon presentation of the receipt and the statement issued (in original) by the Provider when receiving the funds for the money transfer, along with a written request in the format established by the Provider.

5.2.1. In cases where the money transfer return is requested due to the expiration of its validity, the Payer, in addition to the information mentioned above, must also present the SMS message sent by the Provider, which contains the notification about the cancellation of the money transfer.

5.3. The Payer is required to request the cancellation of the money transfer and return of the funds in all cases where there are reasonable doubts that the transfer details have been compromised (i.e., have become known to third parties).

5.4. The Provider will return the funds within 30 days from the date of the Payer’s request for a refund of the funds for the cancelled money transfer, due to non-claiming within the established time period.

5.5. To modify, cancel, return, or request a refund for the money transfer via the MoneyGram system, the Payer must:

- Access the system’s website at www.moneygram.com;
- Send an email to the customer service address: customerservice@moneygram.com;
- Call the Money Transfer System’s Customer Support service at 080061503 or +17203625024.

6. PROCEDURE FOR RELEASING A MONEY TRANSFER

6.1. The release of the money transfer at the Provider's work points will be done personally to the Beneficiary after verifying their identity based on a valid identification document, as defined in these Rules.

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- 6.2.** The funds related to the money transfer can also be released to the Beneficiary's representative based on a power of attorney from the Beneficiary. If the funds are requested by a representative, the representative must present the authenticated/legalized notarial power of attorney explicitly stating the right to receive money transfers on behalf of the Beneficiary or a certified copy of the power of attorney along with a valid identification document.
- 6.3.** The funds related to a money transfer can be received by the Beneficiary upon their verbal or written request (or by the representative with the power of attorney) by providing the following information: a) the unique identification code of the money transfer; b) the amount and currency of the money transfer; c) the full name and surname of the Payer (depending on the Money Transfer System).
- 6.4.** When releasing the money transfer, the Provider's representative verifies that the complete information regarding the money transfer and the identity of the Payer is indicated in the Money Transfer System's information system.
- 6.5.** If the details provided above do not match the data recorded in the Money Transfer System generated at the time of sending the money transfer and provided to the Payer, the money transfer will not be released to the Beneficiary or their representative.
- 6.6.** After the Beneficiary correctly provides all the necessary information for releasing the money transfer, the Provider will release the transferred funds in full to the Beneficiary in cash.
- 6.7.** If the money transfer has been cancelled and/or returned to the Payer, the money transfer will not be released to the Beneficiary.
- 6.8.** The Provider has the right to request additional information and supporting documents when releasing the money transfer in accordance with internal procedures and applicable legislation.
- 6.9.** The Provider may refuse to release the money transfer to the Beneficiary if they do not comply with the laws of the Republic of Moldova, particularly the Law on the Prevention and Combat of Money Laundering and Terrorist Financing, No. 308 of 22.12.2017, or in cases of fraud, attempted fraud, abuse, and/or illegal activities by Users or third parties.
- 6.10.** The Provider will initiate the release of the funds only after ensuring that the full amount is available.
- 6.11.** The release of the funds to the Beneficiary in cash, under the Money Transfer Systems, takes place during the working hours of the Provider's work points, which are indicated on the website www.moldcell.md.
- 6.12.** To receive the funds in an account opened in the "moldcell money" application, the Beneficiary must select the Money Transfer System and enter the unique identification code received from the Payer.
- 6.13.** The Beneficiary will confirm the details of the money transfer displayed in the application, which will include: the unique identification code of the transfer, the name and surname of the Payer, the country, the amount sent by the Payer, the exchange rate, and the amount to be received. The Beneficiary validates their personal data taken from the details provided during identification and available in the "moldcell money" system, and will select from the drop-down list the occupation, purpose of the transfer, source of the funds, and relationship with the Payer.
- 6.14.** The Beneficiary accepts the "Terms and Conditions" (these Rules) for money transfers and confirms the transaction with the PIN code.
- 6.15.** In the event that the transfer was successfully completed, and the funds were successfully recorded in the Beneficiary's payment account, the client will receive an SMS confirmation message with the transfer details. In case of any errors, the transaction will be rejected.

7. COMMISSIONS

- 7.1.** The commission charged for the money transfer is set by the Money Transfer System.

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7.2. The commission related to the money transfer is paid in full by the Payer at the time of initiating the money transfer.

8. RIGHTS AND OBLIGATIONS OF THE USER

8.1. The Payer has the right to:

- a) Obtain information about the conditions and rules for executing the money transfer and become acquainted with these Rules in advance;
- b) Request and receive assistance in resolving issues related to the release of the sent money transfer;
- c) Request modification, cancellation, and return of the money transfer, up to the moment of the transfer's release.

8.2. The Payer is obliged to:

- a) Comply with the requirements of the legislation of the Republic of Moldova and the provisions of these Rules;
- b) Present to the Provider, upon request, supporting documents for sending the money transfer;
- c) Provide the Beneficiary with the necessary data to receive the money transfer;
- e) Use the money transfer for purposes unrelated to entrepreneurial or professional activities.

8.3. The Beneficiary's rights:

- a) To receive, upon request, the money transfer sent in their name within the timeframes established by these Rules;
- b) To receive a document confirming the release of the money transfer;
- c) To obtain information about the conditions and rules for executing the money transfer.

8.4. The Beneficiary's obligations:

- a) To comply with the requirements of the legislation of the Republic of Moldova and the provisions of these Rules;
- b) To present a valid identification document to the Provider;
- c) To present the necessary information for the release of the money transfer, including the unique identification code of the money transfer;
- d) To present supporting documents for the release of the money transfer, if necessary.

9. RESPONSIBILITY OF THE PROVIDER

9.1. The Provider is not liable if the Payer has provided incorrect details for the money transfer.

9.2. The Provider is not liable if the Payer has not communicated the correct data to the Beneficiary for receiving the money transfer.

9.3. The Provider will issue a document to the Payer confirming the receipt of funds for executing the money transfer.

9.4. The Provider keeps a record of fraud cases and attempted fraud in a special register, taking all necessary measures to minimize fraud and deter fraud attempts within the Money Transfer System.

9.5. If the Provider identifies fraudulent schemes within the Money Transfer System that could harm the interests of the Users, it informs the Payer about the characteristics of these fraudulent schemes to prevent their involvement, such as making advance payments/transfers to unknown persons, or sending copies of documents confirming the money transfer to unknown individuals.

9.6. The Provider ensures that the conditions and rules for executing the money transfer are available at its work points, published on its official website, and updated as changes occur.

9.7. When sending or releasing funds under a money transfer, the Provider ensures that the Payer/Beneficiary is aware of the conditions of the money transfer and the existence of these Rules, which are presented to the Payer/Beneficiary upon request.

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10. COMPLAINT PROCEDURE FOR PAYER/BENEFICIARY

10.1. Users' complaints regarding the money transfer services can be submitted electronically to the email address moldcell@moldcell.md or in writing to the Provider's headquarters. For money transfers through the MoneyGram system, complaints should be addressed directly to the MoneyGram System Organizer by:

- Email: customerservice@moneygram.com
- Customer Support call: 080061503 or +17203625024

10.2. A complaint that does not contain the complainant's name, surname, and address is considered anonymous and will not be examined.

10.3. The Provider receives, registers, and examines complaints regarding the money transfer services provided through the systems in which it participates, and informs the complainant of the decision in accordance with applicable legal regulations.

11. PROCESSING OF PERSONAL DATA

11.1. The personal data of the User is processed in accordance with the Privacy Policy and the protection of personal data adopted by "MOLDCELL" S.A. and published on the website www.moldcell.md.

11.2. The Provider notifies the User that the purposes for processing personal data, including those for identification purposes, are as follows:

- a) To provide "Money Transfer" services;
- b) To send commercial communications (direct marketing) and to conduct market research, either directly or through specialized companies;
- c) For creating databases and using them in connection with providing services covered by these Rules;
- d) To transmit data to authorities or legally established private entities for identifying, assessing, and preventing fraud risks, and preventing and combating money laundering and terrorist financing.

11.3. The Provider may transfer personal data to entities in countries that ensure an adequate level of personal data protection, in accordance with applicable legal provisions.

11.4. The Provider informs the User that they have the rights provided by the applicable legislation on personal data protection, namely the right to information, the right of access, the right to intervene on the data, and the right to object. These rights can be exercised through a written request addressed to the Provider.

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