

# Terms and Conditions of iSendHome

## 1. About the Service

iSendHome is a payment service provided by Vina Remittance Express AS in Rogaland, Norway with organization number 995 855 798. We are a Norwegian limited company and regulated by the Financial Supervisory Authority of Norway (Finanstilsynet.no). It is registered since 2010 as Payment Institutions, cf. section 2-10 of Act on financial institutions and financial groups 2015 with (EU) 2019-410 PDS2 compliance approval in 2020.

## 2. Definition

- "Payment Transaction" - transferring a transaction from the payer to the recipient.
- "Payer" - it is a person who has been approved as a customer of iSendHome and pay for a monetary transaction to the recipient.
- "Receiver" - is a person who is intended as a recipient of a payer.
- "Terms of service" - means the then current rules for a specific payment.
- "Sender" means the person who initiates the execution of a money transfer through iSendHome.
- "Transaction" refers to each money transfer that you initiate under, and any use you make of iSendHome.
- "iSendHome web service" refers to all of our services are provided from our side through, and with typical features identified on.
- "iSendHome" or "Service" refers to the site we operate to offer online money transfer services.

## 3. Description of Service

### 3.1 Information on use of the Service

iSendHome is online payment service that is used for sending money to recipients abroad. List of the countries you can send money is on [iSendHome.com](https://www.isendhome.com)

### 3.2 Terms of use and access to the service:

- You must have BankID or BankID Mobile
- You must have customer relation with a bank and debit or credit card issued by a Norwegian or EU bank
- You must have a phone number
- You must have an e-mail
- You are 18 years or older
- You must have familiarize yourself with and accepted the terms and conditions of this agreement with a service provider

### 3.3 Registration

On the first use of iSendHome, it required that identify yourself with BankID or registration process and update your user profile with current information

### 3.4 Pricing

Pricing for iSendHome relies on service and country, our updated prices is found by logging onto iSendHome.com with BankID or after registration

### 3.5 Amount Limits

Service provider has set sending amount limits and thresholds for most transactions, this is regulated by the Money Laundering Act, when these limits are reached, you cannot transfer more transactions until next time

### 3.6 Disclaimers

We accept no liability for any printing errors in terms of price and service information on our website or printing material. Please contact us if you have questions.

### 3.7 Warranty

We provide 100% money back guarantee. If you are not completely satisfied with our service, and your transaction is NOT processed by our computer system yet, we will refund your money including any fee that you paid, no questions asked.

## **4. Payment Transaction**

### 4.1 Transactions

Upon completion of a transaction, make sure that the recipient's name, phone number and information of the city and account is correct. When you confirm payment orders you give the service provider authorization to execute the payment on your behalf.

### 4.2 Payment

When you pay for a payment transaction on iSendHome.com the payment is processed by Nets which provides a secure online payment solution for Visa and MasterCard. All card information is stored in Nets and according to the card companies' regulations.

### 4.3 Rejection of Payment Transactions

Service provider may reject payment transaction if it is suspected of abuse, money laundering or fraud.

### 4.4 Reimbursement

You have the right to cancel your payment transaction in iSendHome.com while payment is NOT processed by our system, we have a time delay from transaction is completed and until it is processed, it is to give the sender the option to contact the service provider to cancel and get money refunded

If transaction is delivered by notifying us quickly, we will try to reverse the transaction if it is possible, we do not take responsibility for collected and expended funds by the recipient if the mistake is not done by the service provider.

Transactions that are not available to the recipient more than 5 working days, due to the conditions that is outside service provider control, due to government requirements, system or telecommunication failure can be requested returned.

Transactions that are not picked up by the recipient within 30 days will be refunded.

Service provider may reject payment transaction and refund if statutory or contractual terms for the execution of payment transactions are not met. If there is suspected of abuse, fraud or money laundering, service provider will report the payment transaction to authorities and bank.

#### 4.5 Currency

All currency is exchanged on the basis of our exchange. You get an exchange rate which is comparable to rates exchange bureaus use, the rate may be less favorable than any public commercial exchange rate used in transactions between banks and other financial institutions. The difference between the currency exchange offered to you and the price that we receive, we retain in addition to our fees. The payment to the recipient can happen in dollars as it is the most widely used currency in some recipient countries, unless otherwise agreed between the recipient and payer.

#### 4.6 Complaints

If the service provider has drawn too much or delivered less than agreed for the transaction, you must within a reasonable time after it was discovered, give service provider written notice that you want to invoke the error. Service provider will then provide information how to proceed. The rules on the complaint's Law on consumer sales (consumer law).

### **5. Customer Service**

Contact customer service by email [info@iSendHome.com](mailto:info@iSendHome.com), Contact Us form on iSendHome.com website, or by phone +47 5111 0939

### **6. Our Responsibility**

Our agreement with you is that service providers exercise reasonable regard for delivering iSendHome web service. We therefore agree to offer you a money transfer service and related information facilities described from time to time on iSendHome.com.

Service provider is not responsible for mistakes you have made when you have entered a payment order. For instance, wrong receiver, phone nr, amount or ect. Service provider is only liable to you for errors or delays by third parties if is agreed on this agreement or statutory for service provider.

We are not bound to carry out transactions unless we receive the information we need like:

- we do not receive satisfactory proof of identity
- we suspect that the transaction is unauthorized or fraud
- you provide incorrect or incomplete information
- your card issuer does not allow you to make payments

Service Provider reserves the right to not provide the service if you do not follow the guidelines. Service Provider is not liable for breach of service and the losses it may incur for you.

## **7. Your Responsibility**

You are obliged to register and provide all the information service requested for a successful execution of a payment transaction. That you will not use the service for illegal purposes.

- You agree to update your information at any time so that it is true and relevant at all times.
- You agree that service can provide information about the sender, receiver and transaction to government and regulatory institutions as a service provider is required to do by law.
- You agree that we charge your card issuer every time you make a payment for your money transfer transaction on iSendHome.com

## **8. Termination**

Either party may terminate this agreement, with at least one day's notice. You must notify us immediately if other events affecting or likely to affect your ability to execute the contract with us. Service Provider may terminate the agreement with you or suspend (wholly or partially)without any notice if:

- You violate these terms and conditions. We're going as best give you notice of such termination or suspension, and if it is not practicable to give such notice, we shall do our utmost to alert you as soon as possible thereafter.
- Based on that service provider receives information about you (orally or in writing) that we in good faith believe to be true.

Termination of this Agreement or suspension of service shall not affect the rights or obligations commenced prior to, during or after the notice or suspending the date or which begin as part of it, and all such rights and obligations shall continue to be subject to these terms and conditions.

Neither you nor we are liable to the other for damage the other has suffered as a result of actions you or we are permitted to perform, or as otherwise permitted under these Terms and Conditions or otherwise, within limitations or requirements for using of iSendHome as explained on the website, including and not limited to exercise the right of denunciation and / or suspending under this agreement.

## **9. Liability**

This site may contain links to other websites which are not under iSendHome's control. These links are being provided only for user convenience and Service Provider is not responsible for the contents or transmission of any website is given a link to. iSendHome not endorse such websites and does not guarantee that they are free from defects or viruses. The disclaimer above also applies to any affiliated website. All claims for compensation made by you and / or a recipient (who is not registered with us) must be supported by all available relevant documentation.

## **10. Separation**

If it should happen that one or more provisions of these terms and conditions for any reason is found invalid, illegal or unenforceable, the remainder remain valid and enforceable.

## **11. Entire Agreement**

These terms and conditions, together with all other matters incorporated into these Terms and Conditions by reference, constitute the entire agreement and understanding between you and the service provider, and replaces and terminates all prior agreements or understandings you may have with service.

## **12. Governing Law and Place**

Our deal with you is subject to Norwegian law, without putting aside the laws of your country of residence that provides a greater degree of protection. You and service provider agree that as a consumer, within the meaning of the Norwegian consumer law or within the meaning of consumer law.

## **13. Duration**

The service has no specific validity period, provided that updates are implemented.

## **14. Dispute Resolution**

If a dispute arises between you and the service provider is taken the case before the Financial Complaints Board (Finansklagenemnda).

Inquiries to the Financial Services Complaints Board directed via <https://klageskjema.finkn.no/> or the secretariat of the Financial Services Complaints Board, PO Box 53, Skøyen 0212 Oslo

## **15. Legislation**

Current law prohibits money transfer businesses to trade with certain individuals and countries. Service provider is required to check all transactions against lists of names of the authorities in the countries and territories where we operate. If a potential match is found, service provider must investigate the transaction to determine whether the person meeting is the same as that on the relevant list. From time to time, customers must submit additional

identification and other information. This may delay transactions. This is a statutory requirement for all transactions processed by the service provider.

## **16. Amendment**

Service provider can make changes to this agreement without notice you, the current terms of the agreement are available on iSendHome.com.

Service provider gives the user written notice with electronic communication

## **17. Security**

When registering or logging in with BankID and pay with card, you are responsible for your BankID, card or other personal information and not be disclosed or used by others, when you discover that there is abnormal activity, contact our customer service via the contact form, email, or by telephone. Service will then intervene, but all that is done, you are responsible for. But it is possible that you have rights against the card issuer in terms of abuse and fraud.

## **18. Data Protection**

Security is important to us. We use SSL (secure sockets layer) and other technologies to help protect your identity and personal information.

All communication between iSendHome and the database is encrypted.

## **19. Privacy Statement**

### **19.1 Privacy Policy**

This declaration applies to personal data that service provider collects about you, for example, when you visit our website or contact the service provider or when you fill out transaction forms or otherwise provide personal information online.

We want to make sure that you are aware of our practices for the collection, use, protection of disclosure and otherwise processing of personal data, which is information about a person that can be used to identify that person.

### **19.2 Registration Data**

For that service provider to be able to provide the service it is required to record data. User will be asked to give the following information:

- Your full Name
- Your address - Street. Postal and City
- Your Phone number
- your E-mail
- Your DoB
- Recipient full information

### 19.3 Treatment of privacy information

iSendHome processes personal information for the following purposes

- Contact Management and Marketing
- Further development and improvement of iSendHome
- Prevention and detection of offenses

Access to personal data is restricted to employees and service providers who need to have access to this information, as described in this privacy statement, in accordance with applicable laws. Our service providers are obliged to comply with standards for security, collection, use and sharing of personal information and comply with applicable legislation. Service has a duty of confidentiality by Finansforetakslovens § 16-2

### 19.4 Transparency

You can gain access to the information iSendHome collect's and you are entitled to rectify information that is incorrect. iSendHome will not record or store information beyond that required by legislation.

### 19.5 Fuse

Service provider uses technical and administrative safeguards to protect against loss, misuse and alteration of personal information under our control. Service provider uses industry procedures and safeguards to protect personal information we collect.

IT IS IMPORTANT THAT YOU HAVE READ AND UNDERSTAND OUR TERMS AND CONDITIONS BEFORE YOU ACCEPT THEM. THEY CONTAIN LIMITATIONS ON THE SCOPE OF OUR OBLIGATIONS TO YOU, AS WELL AS LIMITATIONS AND EXCEPTIONS FOR OUR LIABILITY TO YOU IN THE EVENT YOU SUFFER LOSS AS A RESULT OF USING OUR SERVICES.