

International Money Transfer Terms and Conditions

1. USE OF A CORRESPONDENT

1.1. ABC TRAVEL ONLINE may, in certain circumstances, use a Correspondent to make the payment.

1.2. ABC TRAVEL ONLINE may terminate the use of a Correspondent to process a payment on behalf of ABC TRAVEL ONLINE. Should ABC TRAVEL ONLINE terminate a Correspondent, ABC TRAVEL ONLINE may not be able to process a payment instruction on your behalf. ABC TRAVEL ONLINE will contact you immediately should we not be able to process your payments. You acknowledge and agree that should this occur, ABC TRAVEL ONLINE will not be held liable for any cost, loss or liability incurred by you or the beneficiary as a result of ABC TRAVEL ONLINE not being able to process your payments due to ABC TRAVEL ONLINE terminating a Correspondent. You also acknowledge and agree that ABC TRAVEL ONLINE shall not be liable for any cost, loss or liability incurred by you and/or your beneficiary as a result of any delay in, or failure of processing your payment instructions by a Correspondent.

1.3. ABC TRAVEL ONLINE may receive a commission from, or enter into commission/revenue sharing arrangements with, the Correspondent, the amount of which will depend on various factors.

1.4. ABC Travel Online expressly indemnifies itself from any and all liability concerning subsequent utilization, distribution, or management of the said funds by the recipient. ABC Travel Online's responsibility is strictly limited to the execution of the transfer as directed by you as the client and under no circumstances shall be held accountable for actions taken by the recipient post transfer.

2. CORRESPONDENT COMMISSIONS, FEES OR OTHER CHARGES

2.1. A Correspondent may charge commissions, fees or other charges in making the payment to the beneficiary's account. Unless other arrangements are in place with the Correspondent, those commissions, fees or charges will normally either be deducted by the Correspondent from the funds paid to the beneficiary's account or passed onto ABC TRAVEL ONLINE.

2.2. Where the deduction is made, the beneficiary will receive less than the payment amount specified in your instructions.

2.3. If those commissions, fees, or charges are passed on to ABC TRAVEL ONLINE, then you will be required to reimburse ABC TRAVEL ONLINE for them.

3. DELAYED PAYMENT

3.1. Subject to satisfying the requirements under clause 3.3, funds transferred overseas by ABC TRAVEL ONLINE should be available for payment to the beneficiary's account within forty-eight hours to 7 days of ABC TRAVEL ONLINE accepting your instructions and payment.

3.2. ABC TRAVEL ONLINE will not be liable for any cost's losses or damages if a Delayed Payment occurs and ABC TRAVEL ONLINE acted in good faith on your instructions.

3.3. ABC TRAVEL ONLINE may contact you to confirm your instructions or your identity and may ask you to undertake further actions (such as an identification check). Without limitation to clause 6, if ABC TRAVEL ONLINE is unable to confirm your instructions or your identity to its satisfaction, then ABC TRAVEL ONLINE may decide in its absolute discretion to delay, block, or refuse to make payment and in doing so will not be held liable to you for any costs, losses or damages caused or suffered as a result.

4. ENQUIRIES AND STOPPING OR CANCELLING A PAYMENT

4.1. In some limited circumstances, ABC TRAVEL ONLINE may be able to stop or cancel a transfer of funds. Contact ACHIEVERSLINK to stop or cancel a payment or request an enquiry.

4.2. You acknowledge that if ABC TRAVEL ONLINE agrees to stop or cancel a payment, ABC TRAVEL ONLINE will not return the funds to you until they are received by ABC TRAVEL ONLINE from the Correspondent. If the funds have not yet been sent by ABC TRAVEL ONLINE to the Correspondent, the funds will be available to you with 24 to 48 hours day that you made the request to stop or cancel the relevant payment. If you requested the funds to be withdrawn from an ABC TRAVEL ONLINE bank account, the funds will be returned to this account.

4.3. Where you request ABC TRAVEL ONLINE to stop or cancel a payment or transfer of funds, ABC TRAVEL ONLINE will charge you fees in accordance with these terms and conditions. The fees are applicable regardless of whether or not we are successful in stopping or cancelling the payment. You acknowledge that Correspondents may also charge a fee and that this will be deducted from the returned funds. You agree to indemnify ABC TRAVEL ONLINE for any loss that occurs as a result of ABC TRAVEL ONLINE agreeing to stop or cancel a payment, which includes any loss as a result of any foreign exchange movement between and including the date of the original conversion of your funds and the date you are notified by ABC TRAVEL ONLINE of the return of the payment. ABC TRAVEL ONLINE will convert the value of the returned payment into Philippine Peso using ABC TRAVEL ONLINE applicable prevailing rate on the day you are notified by ABC TRAVEL ONLINE of the return of the payment.

5. INSTRUCTIONS GIVEN BY TELEPHONE TO STOP OR CANCEL A PAYMENT

5.1. When giving instructions by telephone, you will need to provide ABC TRAVEL ONLINE with Identification Information. You acknowledge that ABC TRAVEL ONLINE will rely on the Identification Information. You also acknowledge that making Identification Information available to other people increases the risk of fraud. Except in the case of fraudulent or negligent conduct by an employee or agent of ABC TRAVEL ONLINE. ABC TRAVEL ONLINE is not liable for any loss that arises from Identification Information being available to other people. ABC TRAVEL ONLINE may rely on all instructions received from any person using the Identification Information.

5.2. You agree to indemnify ABC TRAVEL ONLINE for any loss, cost, expense or other liability (including any charges) sustained or incurred by ABC TRAVEL ONLINE as a result of ABC TRAVEL ONLINE acting in good faith on your verbal instructions.

6. ANTI-MONEY LAUNDERING AND COUNTERTERRORISM FINANCING (AML/CTF) AND SANCTIONS

6.1. You agree that ABC TRAVEL ONLINE may delay, block or refuse to process any transaction without incurring any liability and without informing you of the reasons, if ABC TRAVEL ONLINE suspects that the transaction:

6.2. may breach any laws or regulations in the Philippines or in any other country;

6.3. involves any person (natural, corporate, or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union, or any country; or

6.4. may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in the Philippines or any other country.

6.5. You must provide all information to ABC TRAVEL ONLINE which ABC TRAVEL ONLINE reasonably requires in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risk or to comply with any laws or regulations in Philippines or any other country.

6.6. You agree that ABC TRAVEL ONLINE may disclose any information concerning you it or any person named in the payment instruction to:

6.7. any law enforcement, regulatory agency or court where required by any such law or regulation in Philippines or elsewhere; and

6.8. any Correspondent ABC TRAVEL ONLINE uses to make payment for the purpose of compliance with any such law or regulation.

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6.9. You declare and undertake to ABC TRAVEL ONLINE that the processing of any transaction by ABC TRAVEL ONLINE in accordance with your instructions will not breach any laws or regulations in Philippines or any other country.

7. RETURN OF PAYMENT BY THE CORRESPONDENT

7.1. In the event that a payment cannot be applied by a Correspondent, the Correspondent will either request additional information or return the payment to ABC TRAVEL ONLINE, less any fees. Where additional information is requested, ABC TRAVEL ONLINE will attempt to contact you via the telephone number you give to ABC TRAVEL ONLINE to obtain the required information.

7.2. Where the payment is returned, ABC TRAVEL ONLINE will credit your account with the Philippine Peso equivalent of the amount received (less ABC TRAVEL ONLINE and/or the Correspondent's charges), at our prevailing buying rate of exchange for that currency on the date that we credit your account. Please note that this rate of exchange is likely to be different from the rates which applied when you requested your payment. This may mean that the credit your account is of greater or lesser value than the original debit.

8. ABC TRAVEL ONLINE'S FEES

8.1. ABC TRAVEL ONLINE's fees for this service are as follows:

8.1.1. Issuance: International Money Transfer online USD 60.00

8.1.2. Other additional fees and charges:

8.1.2.1. Cancelling an International Money Transfer after it has been requested \$60.00 plus any out-of-pocket expenses

8.1.2.2. Return of the payment by the Correspondent \$60.00 plus any out-of-pocket expenses.

9. You agree that ABC TRAVEL ONLINE may charge additional for any fees, commissions or other charges and expenses as outlined in these terms and conditions.

10. Fees do not include Goods and Services tax as it is not applicable.

11. EXCHANGE RATE

11.1. Where you purchase an International Money Transfer in a currency other than Philippine Peso, the exchange rate that applies to the purchase of the currency is either the ABC TRAVEL ONLINE published exchange rate or market-based rate of exchange, depending on the value of the transaction or the method you use to request the International Money Transfer, at the time your request is submitted or accepted by ABC TRAVEL ONLINE.