

UP Group Money Transfer Limited Terms and Conditions

Effective Date: 15 September 2022

Last Updated: 7 April 2026

1. Introduction

These Terms and Conditions ("Terms") govern your access to and use of the website located at www.upgroupmoney.com (the "Site"), mobile applications, online platforms, and money transfer services provided by UP Group Money Transfer Limited ("UP Group Money", "we", "our", or "us").

By accessing our Site, creating an account, or using our services, you confirm that you have read, understood, and agree to be legally bound by these Terms and all applicable laws and regulations.

If you do not agree to these Terms, you must not use our services.

These Terms apply in addition to any specific agreements, disclosures, fee schedules, or transaction confirmations provided by UP Group Money Transfer.

2. Our Services

UP Group Money Transfer provides international money transfer and foreign exchange services primarily facilitating transfers from New Zealand to Samoa ("Services").

Our Services may be offered:

- through our online platform and website;
- via mobile or digital channels;
- through authorised agents or representatives; and
- through our physical offices or approved business locations.

We reserve the right to:

- refuse or cancel transactions;
- impose transaction limits;
- modify, suspend, or discontinue Services at any time; and
- require additional verification before processing transactions.

Use of our Services is subject to all applicable laws, regulations, sanctions requirements, and internal compliance policies.

3. Eligibility

To use our Services, you must:

- be at least 18 years of age;
- have legal capacity to enter into binding contracts;

- reside in a jurisdiction where our Services are lawfully available; and
- not be prohibited from using financial services under applicable laws or sanctions regulations.

By using our Services, you represent and warrant that:

- all information you provide is true, accurate, complete, and current;
- you are acting on your own behalf unless otherwise disclosed and authorised;
- your use of the Services is lawful; and
- the funds transferred are not derived from unlawful activity.

4. Customer Account Registration

To access certain Services, you must create an account with UP Group Money Transfer.

You agree to:

- maintain accurate and current account information;
- safeguard your login credentials and passwords;
- immediately notify us of any unauthorised access or suspected security breach;
- use your account only for lawful purposes.

You are solely responsible for all activity conducted through your account unless caused by our negligence or misconduct.

We may suspend, restrict, or terminate your account without notice where:

- we suspect fraud, money laundering, or unlawful conduct;
- you breach these Terms;
- we are required to do so by law or regulators; or
- we are unable to verify your identity or source of funds.

5. Identity Verification and AML/CFT Compliance

UP Group Money Transfer is subject to the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 ("AML/CFT Act"), sanctions laws, and related regulatory obligations.

To comply with legal requirements, we may require you to provide:

- government-issued identification;
- proof of address;
- bank account verification;
- source of funds or source of wealth information;
- transaction purpose information;
- beneficiary details; and
- any other information reasonably requested.

You authorise us to:

- verify your identity electronically or manually;
- conduct customer due diligence checks;
- screen transactions against sanctions and watchlists;
- monitor transactions and account activity;
- report suspicious activities to regulators or authorities where required by law.

We reserve the right to:

- refuse, delay, freeze, reverse, or cancel transactions;
- decline account registration;
- request additional documentation at any time.

We are not liable for delays or losses arising from compliance obligations, investigations, or regulatory requirements.

6. Transactions

Transaction Instructions

You are responsible for ensuring that all transaction details are accurate, including:

- recipient information;
- bank account details;
- transfer amount;
- currency selection.

UP Group Money Transfer may rely on the information you provide without further verification.

We are not responsible for losses arising from:

- incorrect beneficiary details;
- errors made by you;
- delays caused by third-party financial institutions;
- intermediary banking systems;
- foreign exchange fluctuations.

Transaction Limits

We may impose minimum or maximum transfer limits based on:

- legal requirements;
- customer risk assessments;
- transaction history;
- destination countries; and
- operational considerations.

Limits may be changed without prior notice.

Processing Times

Transaction processing times are estimates only and may vary due to:

- banking system delays;
- public holidays;
- compliance reviews;
- technical interruptions;
- correspondent banking arrangements.

We do not guarantee that transactions will be completed within any specific timeframe.

7. Fees and Exchange Rates

You agree to pay all applicable:

- transfer fees;
- currency conversion charges;
- intermediary bank charges; and
- other disclosed fees.

Fees and exchange rates will generally be displayed before transaction confirmation.

Exchange rates:

- may fluctuate;
- may include a margin above wholesale market rates; and
- are not guaranteed until the transaction is accepted and processed.

UP Group Money Transfer reserves the right to change fees and exchange rates at any time.

8. Payment Methods

Transactions must be funded using approved payment methods, including:

- direct credit;
- bank transfer;
- approved banking channels.

We may refuse payments from:

- third parties;
- anonymous sources;
- unverified accounts;
- high-risk jurisdictions or institutions.

Funds will not be transmitted until cleared payment is received.

9. Prohibited Use

You must not use our Services:

- for unlawful purposes;
- to engage in fraud, scams, or deception;
- for money laundering or terrorism financing;
- to breach sanctions laws;
- to infringe intellectual property rights;
- to transmit harmful software or malicious code;
- on behalf of undisclosed third parties;
- for gambling, illegal trade, or prohibited businesses.

UP Group Money Transfer may investigate suspected prohibited activity and cooperate with authorities where required.

10. Sanctions Compliance

You acknowledge that:

- transactions may be screened against international sanctions lists;
- transactions involving sanctioned persons, countries, or entities may be blocked or reported;
- we may refuse transactions without providing detailed reasons where legally restricted.

You represent and warrant that neither you nor any beneficiary is:

- subject to sanctions;
- acting on behalf of sanctioned persons; or
- involved in prohibited activities.

11. Intellectual Property

All intellectual property rights in the Site and Services remain the property of UP Group or its licensors.

You may access and use the Site solely for personal and lawful use.

You must not:

- reproduce;
- modify;
- distribute;
- commercially exploit; or
- reverse engineer

any part of the Site or Services without prior written consent.

12. Privacy and Data Protection

Your personal information is collected, used, disclosed, and stored in accordance with our Privacy Policy.

By using our Services, you consent to:

- the collection and verification of your information;
- disclosure to regulators, financial institutions, compliance providers, and law enforcement where required;
- international transfer of information where necessary to provide Services.

13. Third-Party Services and Links

Our Site may contain links to third-party websites or services.

UP Group Money Transfer:

- does not control third-party services;
- is not responsible for third-party content, security, or policies; and
- does not endorse linked websites unless expressly stated.

Your use of third-party websites is at your own risk.

14. Limitation of Liability

To the maximum extent permitted by law, UP Group Money Transfer and its directors, officers, employees, agents, and affiliates are not liable for:

- indirect or consequential losses;
- loss of profits, revenue, or business;
- delays or interruptions;
- exchange rate fluctuations;
- banking system failures;
- regulatory actions;
- unauthorised access caused by your negligence;
- events beyond our reasonable control.

Our total liability for any claim relating to a transaction is limited to the amount of fees paid for that transaction, except where liability cannot be excluded by law.

Nothing in these Terms excludes rights or remedies that cannot lawfully be excluded under New Zealand law.

15. Indemnity

You agree to indemnify and hold harmless UP Group Money Transfer and its directors, officers, employees, and affiliates against any claims, losses, liabilities, damages, penalties, costs, or expenses (including legal fees) arising from:

- your breach of these Terms;
- unlawful use of the Services;
- inaccurate information provided by you;

- violations of applicable laws or regulations.

16. Suspension and Termination

We may suspend or terminate your access to the Services immediately where:

- required by law;
- suspicious activity is detected;
- you breach these Terms;
- we reasonably believe there is unacceptable risk.

Termination does not affect accrued rights or obligations.

17. Force Majeure

UP Group Money Transfer is not liable for failure or delay in performing obligations caused by events beyond our reasonable control, including:

- natural disasters;
- pandemics;
- war or civil unrest;
- power or telecommunications failures;
- banking disruptions;
- cyberattacks;
- governmental actions.

18. Complaints and Dispute Resolution

If you have concerns regarding our Services, please contact us:

UP Group Money Transfer Limited

Phone: 0800 877 328

Email: info@upgroupmoney.com

We will attempt to resolve complaints fairly and promptly. If you are dissatisfied with our response, you may contact the external dispute resolution scheme:

Financial Dispute Resolution Service (FDRS)

Phone: 0508 337 337

[Financial Dispute Resolution Service \(FDRS\)](#)

19. Electronic Communications

You consent to receiving notices, disclosures, and communications electronically, including by:

- email;
- website notification;
- SMS; or
- electronic account messages.

Electronic communications satisfy legal requirements for written communications.

20. Amendments

UP Group Money Transfer may amend these Terms from time to time to:

- comply with legal or regulatory requirements;
- reflect operational changes;
- improve clarity or customer protection.

Updated Terms will be published on our Site with a revised effective date. Continued use of the Services after amendments constitutes acceptance of the updated Terms.

21. Governing Law and Jurisdiction

These Terms are governed by the laws of New Zealand.

You submit to the non-exclusive jurisdiction of the courts of New Zealand in relation to any dispute arising from these Terms or the Services.

22. Severability

If any provision of these Terms is held invalid or unenforceable, the remaining provisions will continue in full force and effect.

23. Entire Agreement

These Terms, together with our Privacy Policy and any applicable disclosures, constitute the entire agreement between you and UP Group Money Transfer relating to the Services and supersede any prior agreements or understandings.