



Attijariwafa Ltd.

**Attijariwafa Limited
Attijari Transfer**

Privacy Policy

1. Introduction

This Privacy Policy explains what you can expect from us and what we need from you in relation to your personal data.

If you live in the UK, the data controller is Attijariwafa Limited at 95 Praed Street, London, W2 1NT. Our registration number with the Information Commissioner's Office UK is ZB578725. If you have any questions about how we protect or use your data, please email us at customerService@attijariwafa.net

Attijariwafa Limited ("**Attijariwafa Limited**") offer a software platform and services to help customers of **Attijariwafa bank Morocco** send money to their respective accounts. We collect data about our customers ("**Data**") when they use our platform, our services, and our websites (collectively, "**Services**"). This privacy policy describes how we collect, use and disclose Data.

In this privacy policy, we sometimes refer to "You". "You" may be a Visitor to one of our websites, a customer of our Services ("**Customer**"). This policy does not apply to third-party websites, products, or services even if they link to our Services, and you should consider the privacy practices of those third-parties carefully. If you object to the practices described in this policy, you should (a) remove cookies from your computer after leaving our website, and (b) discontinue your use of our Services.

We may change this Privacy Policy from time to time. We will post any changes, and such changes will become effective when they are posted. Your continued use of our Services following the posting of any changes will mean you accept those changes. We encourage you to review the Privacy Policy whenever you interact with us to stay informed about our information practices and the ways you can help protect your privacy.

2. How we handle your data

We receive Data from Visitors to our website, and Customers using our Services. The collection and use of data is crucial to providing our Services and keeping the Services safe. Data helps us increase the safety of your online payments, while reducing the risk of fraud, money laundering and other harmful illegal activity. Generally, Data can be categorized into data that directly identifies you individually ("**Personal Information**") and data associated with your activities ("**Activity Information**").

All information you provide to us is stored on our secure servers. Face Data is retained no further than 30 days and only used for Identity verification purposes. Any payment transactions will be encrypted using Transport Layer Security technology. You are responsible for keeping confidential any passwords we give you. We ask you not to share this password with anyone else and not to use this password for other services or products.

3. Collecting Personal Information

You may have to provide us with Personal Information to sign up for or make use of our Services and for us to comply with the local regulations. This data includes the following:

- Full Name
- Address
- Date of birth
- Place of birth
- E-mail address
- Demographic information (e.g., gender)
- Phone number
- Evidence of your identity (for example, passport information)
- Financial information (including credit card, debit card, or bank account information),
 - Payment reason
- Geographical location
- Government ID number and/or a copy of government issued photo ID
- Personal description (incl. professional status)
- Facial Biometrics (e.g., selfie)
- IP address
- Device ID
- Device settings (e.g., language preference, time zone)

We may collect Personal Information about you from other sources. For example, we may:

- Retrieve names associated with particular phone numbers from our payment service providers; and
- Verify your identity against third party databases (e.g., politically exposed persons (PEP) or sanctions databases) for anti-money laundering and fraud purposes.

4. Collecting Activity Information

We also automatically collect Activity Information based on your use of our Services. This data would include your activities on our website, or actions performed on our payment platform. For example, we may collect:

- Details of the transactions you carry out when using our Services, including geographic location from which the transaction originates;

- Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- Information about your visit, including the full URL clickstream to, through and from our Website or App (including date and time); page response times, download errors, length of visits to certain pages, page interaction information, methods used to browse away from the page; and
- Any phone number used to call our customer support, as well as a recording of that call. By continuing to speak to a customer support agent after calling our customer support center, you are agreeing to our collection of this data.

Our Website also uses cookies to distinguish you from other users of our Website. This helps us to provide you with a good experience when you use our Website and also allows us to improve our Website. By continuing to use our Website, you are agreeing to our use of cookies.

Personal Information and Activity Information we collect is stored in compliance with our various regulatory obligations for anti-money laundering and fraud purposes.

5. Data Use

When you sign up to effectuate payments through our Service, you enter into a contract with us to make these payments on your behalf. We must process your Data to fulfil this contract. Further, we are required by law to collect, process, and retain your Data, in fulfilment of our anti-money laundering regulatory obligations. We use your Data in the following ways:

- Carry out our obligations relating to your contracts with us and to provide you with the information, products and services that you request from us;
- Verify your identity using facial biometrics taken at the time of signing up to our services via Attijari Transfer app against your valid ID document.
- Provide, maintain, personalize, optimize, and improve the Services, including research and analytics regarding use of the Services, or to remember you when you leave and return to the Services;
- Provide and improve our products and services;
- Provide you with more relevant content in marketing, promotional or other communications to which you may be subscribed;
- Detect, investigate, and prevent activities that may violate our policies or be fraudulent or illegal.

We may combine information from the Services together and with other information we obtain from our business records or from third party sources.

Attijariwafa Limited will only use your Data for marketing and promotional purposes if you "opt in" to such uses, and you can withdraw this permission at any time. You have the right to ask us not to contact you for marketing purposes by contacting us at customerService@attijariwafa.net

As a regulated financial institution, we are required by law to store some of your Data beyond the termination of your relationship with us. After such time, your Data will only be accessed or processed if absolutely necessary. We will always delete Data that is no longer required by relevant legislation.

6. Data Sharing

We may share Data to ensure that we can continue providing you with the Services you have contracted.

Attijariwafa Limited will not share your Face Data with any third party.

Attijariwafa Limited may share your Personal Information with:

- *Attijariwafa bank Morocco.* We share Data with members of the Attijariwafa bank Group (i.e., entities that are under common control of Attijariwafa bank) to provide our Services;
- *Attijariwafa Limited Service Providers.* We share Data with trusted service providers who help us provide the Services. Service providers help us with things like payment processing (i.e., banks, mobile network operators, third party payment processors, website hosting, data analysis, information technology and related infrastructure, customer service, email delivery, auditing, and identity verification). For example, we may share Data with service providers in order to verify your identity based on a comparison of a selfie and photo ID.
- *Third Parties Authorized by You.* We share Data with parties directly authorized by a Customer to receive Data, such as when a Customer authorizes a third-party application provider to access the Customer's Attijariwafa Limited information through the third party's own system or software. The use of Data by an authorized third party is subject to the third party's privacy policy and any agreements the Customer has with the third party.
- *Authorized Financial Institution(s).* We share Data with the financial institution that holds the account you have designated for the sending or receiving transaction. By requesting a payment, you are consenting to sharing of Data by and between both Attijariwafa Limited and Attijariwafa Bank Morocco as necessary for the provision of payment services.
- *Successors-in-Interest.* We will share Data with third parties in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings); and
- *Safety, Legal Purposes and Law Enforcement.* We use and disclose Data as we believe necessary: (i) under applicable law, or payment method rules; (ii) to enforce our terms and conditions; (iii) to protect our rights, privacy, safety or property, and/or that of our affiliates, you or others; and (iv) to respond to requests from courts, law enforcement agencies, regulatory agencies, and other public and government authorities, which may include authorities outside your country of residence.

Attijariwafa Limited may share only Activity Information (and not Personal Information) with:

- *Advertisers and advertising networks* solely to select and serve relevant adverts to you and others; and
- *Analytics and search engine providers* that assist us in the improvement and optimisation of our site.

7. How We Protect Your Data

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using Transport Layer Security technology. We take reasonable measures to help protect information about you from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. If you feel your interaction with us is no longer secure (e.g., you believe your log in or other security credentials have been compromised), please contact us immediately.

8. Your Rights

If you are a resident of the UK, the EEA or Switzerland, the following information applies to your Personal Information that we have processed or collected.

Purposes of processing and legal basis for processing: As explained above, we process Personal Information in various ways depending upon your use of our Services. We process Personal Information on the following legal bases: (1) with your consent; (2) as necessary to perform our agreement to provide Services; and (3) as necessary for our legitimate interests in providing the Services where those interests do not override your fundamental rights and freedom related to data privacy. Where we process Personal Information that is special category data (i.e., biometric data or data which may reveal political opinions), we process Personal Information on the additional legal basis that such processing is necessary for substantial public interest reasons (e.g., to prevent or detect unlawful acts).

Right to lodge a complaint: Users that reside in the UK, the EEA or Switzerland have the right to lodge a complaint about our data collection and processing actions with the supervisory authority concerned. Contact details for data protection authorities are available below.

Personal Information that we collect may be transferred to, and stored and processed in other country in which we or our affiliates, subcontractors, or partner payment processors maintain facilities. The laws in other countries regarding personal information may be different from the laws of your country. Any such transfers will comply with safeguards as required by relevant law. It may also be processed by staff operating outside the EEA who work for us or for one of our payment processors. Such staff may be engaged in, among other things, the fulfilment of your payment order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing.

Individual Rights: If you are a resident of the UK, the EEA or Switzerland, you are entitled to certain rights under the General Data Protection Regulation (“GDPR”) over Personal Information that we have processed or collected. We have listed below how these rights operate in the context of using Attijariwafa Limited’s Services. You may contact us at customerService@attijariwafa.net to request the exercise of these rights. We will make every effort to respond promptly, and in any case within 30 days of your request. We may take measures to verify your identity before processing a request.

● **Your right of access.** Upon request, Attijariwafa Limited will provide you with information about whether we hold any of your Personal Information. We will also provide access to one copy of your Personal Information that we may hold free of charge.

- **Your right of rectification.** You may request to review, delete or update your Personal Information to ensure it is accurate. You may update or change certain of your Personal Information by logging into the App and directly making the desired changes. You may also contact us and notify us of the Personal Information you wish changed.

- **Your right to be forgotten.** You may request to have us erase your Personal Information that we may hold if the data is no longer necessary for the purpose for which it was collected, you withdraw consent and no other legal basis for processing exists, or you believe your fundamental rights to data privacy and protection outweigh our legitimate interest in continuing the processing. We will inform you which of your Personal Information may be erased without violating our legal obligations.

- **Your right to restrict or object to our processing.** You have the right to ask us not to process your Personal Information if we are processing your data based on legitimate interests or the performance of a task in the public interest as an exercise of official authority (including profiling); using your data for direct marketing (including profiling); or processing your Personal Information for purposes of scientific or historical research and statistics. You also have the right to ask us not to process your Personal Information while a rectification request is pending.

- **Your right to data portability.** You have the right to request a copy of your Personal Information, including your transaction history.

- **Your rights related to automated decision making and profiling.** Attijariwafa Limited does not subject you to significant solely automated decisions, as explained in the Data Use section above. However, if you disagree with our decisions with respect to you, you may request a review by contacting us.

9. Our Partners

Our Services may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility for them. Please check these policies before you submit any personal data to these websites.

10. Changes to this Policy

Any changes we may make to our Privacy Policy will be posted on this page and, where appropriate, notified to you by e-mail or in the App. Please check back frequently to see any updates or changes to our privacy policy.

Contact us

If you have any questions about this Privacy Policy, please email us at customerservice@attijariwafa.net Or visit our office at **95 Praed Street W2 1NT, London**

If you feel that we have not addressed your questions or concerns adequately, you may make a complaint with the Information Commissioner's Office in the United Kingdom or the Data Protection Authority in Belgium. You may access their details via

<https://ico.org.uk/global/contact-us/> and

<https://www.dataprotectionauthority.be/citizen/actions/>



Attijariwafa Ltd.

**Attijariwafa Limited
Attijari Transfer**

Terms & Conditions

This document sets out the terms and conditions for your **Attijari Transfer** mobile app (the “App”) and our money transfer service. It also sets out other important things that you need to know.

This User Agreement, along with the Privacy policy and any other terms and conditions that apply to our service, form a legal agreement (the "Agreement") between:

- you, the user; and
- us, Attijariwafa Limited.

Registered address: C/O Tmf Group 13th Floor, One Angel Court, London, United Kingdom, EC2R 7HJ.

By signing up for the services and using the App, you are accepting and agreeing to be bound by the Agreement. The main way we provide our services is through the App. We provide our services in other ways too, like through web pages and at our office. Our Agreement applies whenever and however you access our services.

We are a UK company which is registered and regulated by the Financial Conduct Authority. Our firm reference number is 616315 and our Company number is 04592821.

The best way to contact us is to email customerService@attijariwafa.net

You can also call us on: **0207 706 8323**, or visit our office at **95 Praed Street W2 1NT, Paddington, London.**

1. DEFINITIONS

In this Agreement we will refer to Attijariwafa Limited as “we” or “us” and we will refer to you, the user of the App and Services, as “you”.

- “App” means our mobile application you can use for sending Payment Instructions.
- “Business Day” means a UK business day, ending at 17:00 BST/GMT.

- “Destination Country” means the country in which you receive money through a Service (Morocco).
- “Password” includes a Personal Identification Number “PIN” or such other login information that we may choose to accept from time to time.
- “Payment Instruction” means an instruction from you requesting us to make a Transfer.
- “Payment Method” means a valid method of payment used to fund a Payment Instruction.
- “Payout Amount” means the amount paid, after any foreign exchange conversion, to your Attijariwafa bank account less the Service Fee.
- “Recipient” means you, the beneficiary (Strictly the payer) who receives money into their account, provided by a Service Provider pursuant to a Payment Instruction sent through the Services.
- “Security details” means the security credentials associated with your account with us, including your Password and any other information (which may include biometric information).
- “Sender” means you, the payer who uses the Services to send money.
- “Send Amount” means the amount of money that the Sender wishes to send to their account, less any applicable Service Fee and prior to any foreign exchange conversion.
- “Services” means the provision of the remittance service enabling you to make Transfers.
- “Service Fee” means our fee (which may vary depending on the Send Amount), which will be presented to you confirming a Payment Instruction.
- “Service Provider” means a local bank, mobile network operator, or other third party service provider which provides an account or similar services.
- “Transfer” means the transfer of money through our Services.
- “Transfer History” means the record of your Transfers on our App.

2. USING THE SERVICE

2.1. The Services allow you to: Send funds **to your own account** held at Attijariwafa bank in Morocco.

2.2. To register for the Services, download the App (e.g. from the Apple App Store or Google Play) and follow the instructions.

2.3. For security reasons, we may require you to re-enter your Security Details or to otherwise confirm your identity to finalise your Payment Instructions or access certain functions in the App.

2.4. Updates to the App may be issued through App Store or Google Play. Depending on the update, you may not be able to use our Services via the App until you have downloaded the latest version of the App.

3. YOUR OBLIGATIONS

3.1. You must be 18 years old to use the Services.

3.2. We are required by law to carry out security and customer due diligence checks on you in order to provide our Services to you. You agree:

3.2.1. to provide us with accurate and truthful information about your identity and any identity documents we request in a format acceptable to us;

3.2.2. to promptly update your personal information (including your address) if it changes;

3.2.3. to comply with any requests for further information and documents we require; and

3.2.4. that we may, directly or through any third party, make any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports.

3.3. You must make every effort to keep your Security Details safe and prevent unauthorised access to the Services by:

3.3.1. changing your Password regularly and ensure that it is not reused for other online services;

3.3.2. not sharing your Security Details with anyone, including us, and letting us know immediately if anyone asks you for your Security Details;

3.3.3. setting up 2-step authentication where prompted;

3.3.4. if you use biometrics (e.g. fingerprint or face identification) to authenticate actions in the App, make sure only your biometrics are registered and can be used in the App;

3.3.5. keeping your email account secure and letting us know immediately if your email address becomes compromised; and

3.3.6. contacting us immediately if you suspect your Security Details have been stolen, lost, used without your authorisation, or otherwise compromised. If this happens you should change your Password.

3.4. To contact us quickly, use the contact details set out at the beginning of this Agreement. Any delays in notifying us may affect the security of your account and data (including your Payment Method) and result in you being responsible for any financial losses.

3.5. You must not:

3.5.1. send transfers to third party accounts, your transfers will be blocked.

3.5.2. send Transfers in connection with illegal activity, including but not Limited to money-laundering, fraud, and the funding of terrorist organisations;

3.5.3. misuse our Services by introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful or attempt to gain unauthorised access to our Website, our servers, computers or databases;

3.5.4. create more than one registration without our prior written permission;

3.5.5. provide false, inaccurate, or misleading information; or

3.5.6. refuse to provide confirmation of any information you provide to us, including proof of identity, or refuse to co-operate in any investigation.

4. FEES AND EXCHANGE RATES

4.1. You must pay any Service Fees that are applicable to your Payment Instruction. Our Service Fees and exchange rates are available on our website and in the App. Service Fees are due when you submit your Payment Instruction and are non-refundable.

4.2. When we refer to an exchange rate in this Agreement, it means the rate set by us for the GBP/MAD, which will generally change on a daily basis.

4.3. Service Fees may vary based on the type and amount of Transfer. We will let you know the exact amount you must pay in the App before you are asked to confirm your Payment Instruction.

5. MAKING TRANSFERS

5.1. To make Payment Instructions in the App, you must:

5.1.1. provide information about your Transfer including the account details and the amount to be transferred;

5.1.2. select how to pay.

5.1.3. provide us with any additional information we may request relating to the Payment Instruction.

5.2. When you click "Send" on the confirmation page you authorise us to debit your Payment Method and initiate the Transfer.

5.3. When you are using the Services under this Agreement, it is your responsibility to make sure all the details are accurate before submission. You will be given the opportunity to confirm Payment Instructions before submission and you must check these details carefully. If you enter the wrong details you will send the Transfer to the wrong person and lose the Send Amount, we may not be able to get it back.

5.4. Once you click "Send", we receive your Payment Instruction and will execute the Transfer immediately. You will not be able to cancel it (or change the details of the Payment Instruction). We will treat a Payment Instruction as received at the time you confirm the Payment Instruction, whether or not that is during a Business Day.

5.6. Transaction times may be longer in the event that the Recipient's Service Provider needs to undertake enhanced anti-money laundering checks on the transfer. Delivery times quoted on our website (or elsewhere) are representative for the "normal"/average service and are not a guarantee of an individual Service or Transfer time.

5.7. We may send notifications in relation to a Transfer by email, SMS and/or notifications via the App. We will provide you with information after acceptance of a Payment Instruction enabling you to identify the Transfer, along with details of the amount of the Transfer in the

currency used in the Transfer, any Service Fees we may charge, the Payout Amount, and the date on which the Payment Instruction was received.

6. OUR RIGHT TO REFUSE, DELAY OR SUSPEND A PAYMENT INSTRUCTION OR THE SERVICES

Limits

6.1. You agree that we may apply limits to the amount you are able to send

6.2. We may apply limits to your Transfers either on a per Transfer basis or on an aggregate basis, and either in respect of one set of registration details or one Payment Method or on related sets of registration details or Payment Methods.

Delays

6.3. We may delay or suspend a Transfer:

6.3.1. to verify your identity, or account number details to make sure you are the account holder.

6.3.2. to respond to any security alerts which we receive in relation to your use of the Services or any particular Transfer;

6.3.3. to validate your Payment Instruction;

6.3.4. due to system outages within our Service Providers; and/or

6.3.5. otherwise to comply with applicable law.

6.4. We will attempt to maintain up to date information regarding the availability of Service Providers by means of information on our website or our App.

Refusing a Payment Instruction or suspending the Service

6.5. We may refuse any Payment Instruction, or suspend your use of the Service if: we believe that:

6.5.1. it would put you over any limits we have in place or introduce;

6.5.2. it would violate this Agreement;

6.5.3. someone else is trying to send Payment Instruction or use the Service without your permission;

6.5.4. you may be acting illegally; or

6.5.5. we are required to do so by law.

6.6. We will generally inform you before or immediately after refusing a Payment Instruction or suspending your use of the Services, and provide our reasons for doing so. However, we will not provide reasons or any information if doing so is against the law or compromise our security measures.

7. REFUNDS

7.1. You can request a refund of a Transfer within 8 weeks of the Transfer occurring if:

7.1.2. we fail to send a Transfer on time for the right amount, as set out on your confirmed Payment Instruction.

7.2. However, we may refuse a refund if we can show that:

7.2.1. you have acted fraudulently;

7.2.2. you intentionally or with gross negligence did not take reasonable steps to keep your Security Details secret;

7.2.3. you are asking for a refund of a Transfer that took place before you told us that your login was being misused;

7.2.4. the funds have cleared into your account ; or

7.2.5. there was a mistake in the Payment Instruction (e.g. the Recipient's account details) which you gave us.

7.3. If you wish to request a refund for a Transfer, you should do so immediately and in any event no later than 8 weeks after the Transfer. A request for a refund for a Transfer must be submitted in writing (by email) to the contact details listed in the Contact section, giving the Sender's full name, address, and phone number, together with the Transfer tracking number, Send Amount, and the reason for your refund request.

7.4. If we have executed the Transfer in accordance with your Payment Instruction you provided, and that information was incorrect, we are not responsible for the error. We will make reasonable efforts to recover the funds if possible. We may charge you a reasonable fee, reflective of our efforts, to do so.

7.5. For Transfers made using a Payment Method, any refunds will be credited automatically to the latest known Payment Method used to fund the Transfer (if any), in the same currency used to fund the Transfer. We may request additional details from you to process the refund.

8. COLLECTION AND USE OF INFORMATION

8.1. The processing of your personal data is governed by our Privacy Policy which can be found on our website as well as further described in this Agreement.

8.2. We are required by law to obtain, verify, and record information about you. We may verify your residential address and personal details to confirm your identity. We may also pass your personal information to a credit reference agency, which may keep a record of that information. We may also need to verify the identity of a Recipient in the same way. All information provided by you will be treated securely and strictly in accordance with our Privacy Policy. By accepting this Agreement, you authorise us to make any inquiries we consider necessary to validate the information that you provide to us.

8.3. You consent to us processing, transmitting, and using your personal data for the purposes of providing the Services, including but not Limited to for verification purposes as

set out in this Clause, as well as any other purpose set out in our Privacy Policy. You also consent to us transmitting your name, address, phone number and date of birth or any other personal data along with your Payment Instruction to our Service Providers outside the UK. Full details are provided in our Privacy Policy.

8.4. We may be required by law to provide information about you, your use of the Services and your Payment Instructions to government or other competent authorities as described in our Privacy Policy. You acknowledge and consent to us doing this.

8.5. We may, as necessary in providing the Services, store all information required of a Recipient to prove his or her identity or associated with their specific Payment Instruction.

9. INTELLECTUAL PROPERTY

9.1. The App and the Services, the content, and all intellectual property relating to them and contained in them (including but not Limited to copyrights, patents, database rights, trademarks, and service marks) are owned by us, our affiliates, or third parties. All rights, title, and interest in and to the Attijariwafa Limited website and the Services remain our property and/or the property of such other third parties.

9.2. The App and the Services may be used only for the purposes permitted by this Agreement or described on our website. You are authorised solely to view and to retain a copy of the pages of the **Attijari Transfer** App for your own personal use. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit the Attijariwafa Limited website, App, Services, or any portion thereof for any public or commercial use without our express written permission. You may not: (i) use any robot, spider, scraper, or other automated device to access the App or the Services; and/or (ii) remove or alter any copyright, trademark or other proprietary policy or legend displayed on the Attijariwafa Limited website (or printed pages of the website). The name "**Attijari Transfer**" and other names and marks of ownership of Attijariwafa Limited products and/or services referred to on the Attijariwafa Limited website are our exclusive marks or the exclusive marks of other third parties. Other products, services and company names appearing on the website may be trademarks of their respective owners, and therefore you should not use, copy, or reproduce them in any way.

10. ELECTRONIC COMMUNICATIONS

10.1. You acknowledge that this Agreement is entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

- 10.1.1. this Agreement and any amendments, modifications or supplements to it;
- 10.1.2. your Transfer History through the Services;
- 10.1.3. any initial, periodic or other disclosures or policys provided in connection with the Services, including without limitation those required by law;
- 10.1.4. any customer service communications, including communications with respect to claims of error or unauthorised use of the Services; and

10.1.5. any other communication related to the Services or us.

10.2. The Services do not allow for Communications to be provided in paper format or through other non-electronic means. You may withdraw your consent to receive Communications electronically, but if you do, your use of the Services will be terminated. To withdraw your consent, you must contact us by email.

10.3. Copy of Agreement: This Agreement is available for you to review at any time via the App or on our website. We will email a copy of these terms to you when you first register for the Services. You can also ask us to email you a copy of these terms (including any modifications) at any time.

10.4. Security: If we have to contact you because of a suspected or actual fraud or security threat, we will do it by calling or texting your mobile number.

11. OUR RESPONSIBILITY

11.1. We agree to provide the Services to you using reasonable care. You acknowledge that the Services may not be available, in whole or in part due to service outage.

11.2. Where we have materially breached this Agreement causing a loss to you, we will refund you the Send Amount and any Service Fee charged.

11.3. We do not, in any event, accept responsibility for damages caused by:

11.3.1. any failure to perform the Services due to abnormal and unforeseen circumstances outside our reasonable control, which may for example include delays or failures caused by problems with another system or network (including those of our Service Providers), mechanical breakdown or data-processing failures;

11.3.2. non-payment or delay in payment of a Payout Amount or failure to perform a Transfer under the Services if you are in serious breach of this Agreement;

11.3.3. a Service Provider;

11.3.4. us meeting our obligations under any applicable laws, rules, or regulations; or

11.3.5. errors on the website or with the Services caused by incomplete or incorrect information provided to us by you or a third party.

11.5. We do not, in any event, accept responsibility for any funds after they are made available to your recipient account.

11.6. Notwithstanding anything in this Agreement to the contrary, we are not responsible for lost profits, lost revenues, lost business opportunities, indirect or consequential damages. This is regardless of whether or not we had foreseen, or could have foreseen, or had been advised of, the possibility of such damages.

12. CHANGES TO THE AGREEMENT

12.1. We can make a change to this Agreement for any of the following reasons:

- 12.1.1. because of a change in legal or regulatory requirements;
- 12.1.2. if the change benefits you or we think it will make the Agreement easier to understand;
- 12.1.3. to reflect a change in our costs of providing you with the Services;
- 12.1.4. to reflect changes in the way our business is run, particularly if the change is needed because of a change in our industry that affect how we want to deliver the Services to you;
- 12.1.5. in response to possible risks to the security of your use of the Services;
- 12.1.6. because we are changing or introducing new services or products that affect our existing services or products covered by this Agreement; or
- 12.1.7. to respond to any other change that affects us, if it is fair to pass on the effects of the change to you.

12.2. However, we can't anticipate everything that might happen while you are registered for our Services. This means we may also need to make other changes. If we do, when we tell you about the change, we'll explain how it will affect you.

12.3. We will tell you about a change to this Agreement at least two (2) months before it takes effect. You may object to the change before it takes effect, which will end the Agreement. If you do not object to the change, we will take that as your acceptance of the change. If we add a new product or service that doesn't change the terms and conditions for your existing Services, we may add the product or service immediately and let you know before you use it.

12.4. You will be notified of any upcoming changes to this Agreement by email to the email address you provided.

13. ENDING THE AGREEMENT

13.1. This Agreement will continue until you or we end it.

13.2. You can end this Agreement at any time free of charge by contacting us in writing (by email) at the details in the contact section.

13.3. We can end this Agreement and your access to the Services at any time, with two (2) months' policy.

13.4. We can end this Agreement and your access to the Services immediately if:

- 13.4.1. we reasonably believe you are using the Services fraudulently or illegally;
- 13.4.2. we must do so under any law, regulation, court order or ombudsman's instructions;
- 13.4.3. if you haven't given us any information we need, or we reasonably believe that information you have provided is incorrect or not true; or

13.4.4. if you have broken this Agreement in a serious or persistent way, and you haven't put the matter right within a reasonable time of us asking you to.

13.5. We will inform you if we end the Agreement immediately as soon as we can, if the law allows.

13.6. When this Agreement ends, we will stop processing any new Payment Instructions. We will continue processing Payment Instructions that were submitted and are still pending when the Agreement ends. Your payment obligations to us will continue after the Agreement ends.

14. COMPLAINTS

14.1. If you have a complaint related to your use of the Services, please contact us via our Customer Service Team. We will acknowledge receiving your complaint promptly.

14.2. We will do our best to resolve your complaint as soon as possible, and send you a final response by email within 15 working days of receiving the complaint. If, in exceptional circumstances, for reasons beyond our control, we need more time to respond, we will send you a holding reply within 15 working days of receiving your complaint to let you know when you will receive our final response. The final response will be no later than 35 days from the date on which we first received your complaint.

14.3. If you do not receive our final response on time, or you are unhappy with our final response, you can refer your complaint to the Financial Ombudsman Service within six months of the date we sent (or should have sent) our final response to you. To contact the Ombudsman you can:

14.3.1. Call them on 0800 023 4567 (or +44 20 7964 0500. if you are outside the UK).

14.3.2. Contact them online: <https://www.financial-ombudsman.org.uk/make-complaint>

14.3.3. Find further information at <https://www.financial-ombudsman.org.uk/consumers>

14.4. You can also make a complaint to the Financial Conduct Authority.

15. HOW YOUR MONEY IS PROTECTED

15.1. When we send money for you, we protect it by placing it into one of the dedicated client money bank accounts that we hold with large commercial banks (client money accounts keep your money separated from our own money, and the types of banks we can use are set by regulations). This is called "safeguarding". We keep safeguarding any money we hold for you until pay it out or get it refunded. In the event of our insolvency, you will be paid from these dedicated client money bank accounts in priority to other creditors in accordance with applicable law.

16. GENERAL

16.1. Governing Law: The laws of England and Wales apply to this Agreement.

16.2. Disputes: If you want to take legal action against us in the courts, only the courts of England and Wales can deal with a dispute between us in connection with this Agreement and our Services.

16.3. No Third Party Rights: Only you and we have any rights under the Agreement. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 (or any other equivalent legislation).

16.4. Language: The language of this Agreement is English and all Services, Payment Instructions and Transfers carried out in connection with it will be in English.

16.5. Waiver: If you have broken the Agreement and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date.

16.6. Transfer of rights: You may not transfer any of your rights or obligations under this Agreement to anyone else. We may transfer or assign this Agreement and/or any of our rights under this Agreement at any time without your consent.

16.7. Entire Agreement: This Agreement is the entire agreement between you and us. It replaces any earlier understandings, agreements, or discussions between you and us about the subject matter of this Agreement, use of the App and/or our Services.

16.8. Severability: If any provision of this Agreement is found to be void, illegal or unenforceable, the remaining provisions will not be affected in any way.