

FRAMEWORK PAYMENT TERMS AND CONDITIONS

1. MONEY TRANSFER SERVICE

- 1.1 These terms and conditions govern the money transfer services provided to you by Mon Remit Ltd, of Suite 17, Unit 9 Liberty Centre, Mount Pleasant, Wembley, England, HA0 1TX, company registration number 11821649 (referred to as the "Firm")
- 1.2 Our head office address is Suite 17, Unit 9 Liberty Centre, Mount Pleasant, Wembley, England, HA0 1TX, telephone number 020 3302 7959, email info@monremit.com.
- 1.3 We are regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 (registration number 910534) for the provision of payment services.
- 1.4 For simplicity we will refer to ourselves and our branches and agents as "the Firm" or "we/our/us".
- 1.5 We operate a money transmission service which you will use to send and to receive money transfers. The main characteristics of the payment services which we may provide to you are as follows:
 - Retail money remittance service: a money transfer service for a sending customer where a remittance payment is made to a named receiving customer, normally in another country

- 1.6 We are agreeing to provide you with a money transfer service. We do not accept any responsibility for any goods or services which may be paid for by a money transfer (or any taxes, charges or duties payable thereon). You are cautioned against sending money to any person you do not know.

2. COMMUNICATIONS

- 2.1 We may accept your instructions even if they are not given in conventional written paper form such as by letter or on cheques. This would cover any form of electronic or telephonic communication, including those not currently available. It applies to all present and any future business with you, but does not imply that we can or do currently actually accept all types of electronic communications: we will tell you what types we will accept.
- 2.2 Note that there may be no signature, security or password protection for email, phone, fax and other future forms of electronic communication. You should bear this in mind if you decide to permit us to accept those types of instruction. If we do decide to accept any type or types of electronic communication from you, we advise:
 - against using analogue mobile or cordless phones to contact us as they can sometimes be intercepted or overheard;
 - you to be careful not to let other people see your details if you are online in a public place; and

- against using email for sending us confidential information.
- 2.3 Where we agree to accept instructions in a particular format (including in electronic format), we will not be able to act on the instructions unless they are legible and clear.
- 2.4 We may decline to act on any communication, even if we have told you we will in general accept that type of instruction. We may do this in particular if we consider that there is doubt about the validity of the communication and it is in our or your interest to query it with you. However, we are not obliged to check or consider the validity of your communications unless we have previously agreed a system of validation with you. Subject to any legal or regulatory requirements which may apply, we are authorised to act upon any instruction, agreement or arrangement without enquiring about its purpose, or the circumstances in which it is given, or about the disposition of any proceeds.
- 2.5 If we come to believe that you may not have properly authorised a communication, we may, after making reasonable efforts to check whether it was authorised, refuse to act on the instruction and take steps to reverse any action already taken on it.
- 2.6 Without prejudice to clause 6 of these Terms and Conditions, we may act without further enquiry on any electronic communication which we reasonably believe you have given us
- 2.7 You must follow any security procedures we specify. We may also require you to sign a separate agreement before you can use some types of electronic communication to send us instructions and to access some kinds of services by electronic communication.
- 2.8 We may insist that you confirm any electronic communication in conventional written form by the next business day. We need not wait for confirmation before acting on the instruction. For the purposes of these Terms and Conditions, "business day" means any day on which we are open for business (other than a Saturday or Sunday or a public holiday) as required for the execution of a payment transaction.
- 2.9 We can communicate with you by telephone and email, or any other form of electronic communication by which you have chosen to be able to give us instructions.
- 2.10 The language of these Terms and Conditions shall be English and all information provided, made available and notified to you shall be in English.
- 2.11 We will provide you with a further copy of these Terms and Conditions upon request.
- 2.12 After we receive a payment instruction from you as payer, we shall provide the following information in accordance with the provisions of clause 2.14:
- a reference enabling you to identify the payment transaction and, where appropriate, information relating to the payee;
 - the amount of the payment transaction in the currency used for the payment instruction;

- the amount of the charges and transfer fees for the payment transaction payable by you (with a breakdown of such amounts where applicable);
 - where applicable, the exchange rate used in the payment transaction by us and the amount of the payment transaction after that currency conversion; and
 - the date of receipt by us of your payment instruction.
- 2.13 If you prefer paperless communications with us, we may communicate and make available all relevant transaction information with you (including the information specified in clauses 2.12) through an internet money transmission service (if any) accessible via our Website. To access the internet money transmission service, you will need a computer or smartphone with an internet connection as well as a working email address. Where you are the payer, we will always ask you to expressly agree to receiving information in this way.
- 2.14 If you require information on an individual payment transaction before sending us an instruction, please contact us via our Website.
- 2.15 We will contact you by telephone and/or email if there are suspected or actual fraud or security threats relating to the services we provide to you.
3. RELATIONSHIP
- 3.1 We will use reasonable care and skill in providing money transmission services to you, but you should bear in mind that your payments do not carry the benefit of any interest and that our service does not have the benefit of any government-backed insurance, guarantee or compensation scheme (for example, no compensation is available from the Financial Services Compensation Scheme if we are unable to meet our liabilities) and the relationship of the Firm with you is not that of a bank or trustee.
- 3.2 You must not give out security details, such as any password or PIN, to anyone and you must not write these down in any recognisable form. You must notify us without undue delay in writing or by telephone using the contact details set out in clause 1 of these Terms and Conditions or via our Website on becoming aware that someone else knows your password, PIN or other security information or that any of these have been lost, stolen or misappropriated, and we will take immediate steps to try to prevent these from being used.
- 3.3 You agree to assist us in the discharge of our anti-money laundering, security validation and verification responsibilities by providing such information and evidence which we may request from time to time in this regard. You agree to notify us promptly of any changes in the details you have supplied to us. In addition, we may, in our sole discretion, require other documents to be supplied to us at any time during our relationship with you in order to fulfil our legal and regulatory obligations.
- 3.4 You represent and warrant that:
- you are over 18 years old

- the information and details you supply to us are true, accurate and complete
- your money transfer instructions to us and your use of your chosen form of payment instrument for payment to us will not breach any applicable agreement, law or regulation,

and you agree to compensate us for any loss we suffer as a result of the above representations being untrue or incorrect.

- 3.5 We may use information about you and your individual representatives to discharge the responsibilities referred to in clauses 3.3, 5.10, 5.13 and 5.14 to provide our services and to manage our relationship with you. We may disclose this information to payers, payees and intermediaries in the course of providing our services or as required by Regulation EC 2015/847 on information on the payer accompanying transfers of funds; persons with whom we share information for anti-money-laundering, security verification or validation purposes; regulatory and prosecuting authorities; service providers acting on our behalf.

This may involve transfer of information to countries which do not have data protection laws as strict as those in the UK. If you wish to access or correct the information that we hold about you, please contact us by email or via our website.

4. FEES, CHARGES AND EXCHANGE RATES

- 4.1 Our website sets out how, when and what we charge for the services we provide. You agree to pay our fees and charges for each payment transaction and in the circumstances set out on our website.
- 4.2 We may change any of our charges at any time. We will tell you (in accordance with clause 7.5 of these Terms and Conditions) at least 2 months before the change to the charge takes effect. Please see clause 7 of these Terms and Conditions which explains in more detail the procedures for changes to our contract terms.
- 4.3 Applicable exchange rates for payment transactions are set out on our Website. Payment transactions will be executed, unless otherwise agreed, in the currency of the destination country. Currency will be converted from sterling (GBP) at the time of transfer and the payee will receive the relevant foreign currency amount. Our exchange rate may be less favourable than some publicly reported commercial exchange rates used in transactions between banks and other financial institutions. Any difference between our exchange rates offered to you and the exchange rates received by us will be kept by us, in addition to our transfer fees and other charges.

If you wish to transmit payments to countries that provide payment in multiple currencies, you must select the currency of the payment at the time you consent to the payment transfer. The transfer fees and charges and the money we make when changing your funds into foreign currency may vary based upon the payment currency that you select.

- 4.4 Our exchange rates are variable exchange rates which change constantly throughout the day. You can access the latest exchange rates via our website.

5. PAYMENT TRANSACTIONS

- 5.1 In order for a payment instruction from you to be properly executed, you must provide us with the information or unique identifier which is necessary for the proper execution of the payment instruction. If this is incorrect, it could result in the payment transaction being delayed or the monies transferred being lost. The information could comprise the payee's bank sort code and account number or, where applicable, the payee's SWIFT number, BIC number and IBAN number.
- 5.2 You must give consent before the execution of each payment transaction by giving us payment instructions via our website.
- 5.3 We shall have the right to suspend access to our money remittance website which is used by you to initiate payment instructions to us, in order to comply with our legal obligations, or on reasonable grounds relating to:
- the security of such security features; or
 - the suspected unauthorised or fraudulent use of such security features.
- 5.4 We will tell you by email before we suspend user access, or as soon as possible afterwards if we are unable to notify you in advance, unless it would be unlawful or compromise our reasonable security measures to do so. Where possible, we will also tell you the reasons why.
- 5.5 We will execute payment instructions so that the amount to be transferred reaches the payee's payment service provider no later than:
- the end of the next business day after we received your instruction for sterling payment transactions to a payee in the UK;
 - the end of the next business day after we received your instruction for all Euro payment transactions to a payee in the EEA; or
 - the end of the fourth business day after we received your instruction for all payment transactions in EEA currencies (other than Euro) to a payee in the EEA.

For details of the execution times for payments to be made to a payee's payment service provider outside of the EEA or payments in currencies other than EEA currencies, please refer to our Website.

- 5.6 We must receive payment instructions before the cut-off time specified on our Website or we will deem the instruction to have been received on the next business day. Instructions received on days which are not business days for us will also be deemed to have been received on the next business day.

- 5.7 Once we receive your payment instruction, you cannot revoke it unless you inform us in writing that you withdraw your consent no later than the end of the business day before the agreed day of execution of the instruction.
- 5.8 Where we receive a payment instruction from you for execution on a specific day, you agree that the time of receipt is deemed to be that specific day on which we are to execute the payment instruction.
- 5.9 It is your responsibility to ensure that the monies you pay to us are sufficient to make each and every payment transaction which you authorise us to make. We will not make any money transfer instructed by you unless you have paid to us sufficient funds first. When we accept a credit or debit card or other non-cash form of payment from you we make no promise to make payment of any relevant money transfer if your form of payment is “uncollectable”, nor do we assume any liability for damages resulting from non-payment of the money because of uncollectability.
- 5.10 Applicable laws prohibit money transmitters from conducting business with certain individuals and countries. In order to comply, we are required to screen all transfers against the list of names provided by various governments and/or government agencies. If a potential match is found, we will suspend the transfer and request additional information on either the payer or the payee, as necessary. Upon satisfactory review, the payment transfer will be released for collection.
- 5.11 We have the right to refuse to accept a payment instruction or payment and to refuse to execute any payment transaction for any of the following reasons:
- if any condition in these Terms and Conditions has not been satisfied; or
 - if execution would be unlawful.
- 5.12 If any payment instruction is declined you may contact us via our Website. If we have declined the payment instruction we will, where reasonably possible (and where we are not prevented from so doing by law or regulation) tell you why the payment instruction was declined at the earliest opportunity and in any event within the relevant time period specified in clause 5.5 of these Terms and Conditions. If the reason for our declining the payment instruction was based on incorrect information, we will agree with you what needs to be done to correct that information.
- 5.13 You agree that we may retain monies received by us for your benefit until our security validation, verification and anti-money laundering procedures have been completed before you may withdraw them or instruct us to transfer them. Our Website sets out a list of purposes for money transfers which you are prohibited from transacting, transmitting or receiving (including, without limitation, the purchase of drugs and weapons and, in certain countries, gambling activities). You agree that you will not transact, transmit or receive payment transfers for or in connection with any criminal or illegal purpose whatsoever. We may report any suspicious activity relating to your transactions to the relevant authorities.

5.14 Additional security questions may be required for certain payment transactions (regardless of the payment amount) and, in addition, the payee may be required to provide documentary evidence of their identity. Further information regarding the use of security questions for the destinations of your payment transfers is available on our Website.

5.15 You may not be protected against reversals of money transfers in respect of which you are the payee where the reversal is due to the use of a stolen or unauthorised payment instrument or means of authentication by the payer. Once a payee has received a payment sent by us in accordance with your instructions as payer, that payment cannot normally be reversed.

6. LIABILITY AND REFUNDS

6.1 The extent of your liability as payer for any losses you incur in respect of an unauthorised payment transaction:

- arising from the use of lost or stolen, or from the misappropriation of, personalised security features or procedures agreed between us and you for your use in order to give us payment instructions, including (without limitation) an unauthorised payment transaction through any electronic communication or a misappropriation of the security features of our electronic communications service, is a maximum of £35. Subject to clause 6.1.2, we won't hold you responsible up to £35 where: (i) the loss or theft of the personalised security features or procedures agreed between us and you was not detectable by you prior to the payment transaction; or (ii) the loss was caused by the acts or omissions of our employees, agent or branch, or an entity which carried out activities on our behalf, or
- where you have acted fraudulently or have with intent or gross negligence failed to: (i) take all reasonable steps to keep safe any of the personalised security features or procedures agreed between us and you for your use in order to give us payment instructions, including (without limitation) an unauthorised payment transaction through any electronic communication or a misappropriation of the security features of our electronic communications service, (ii) use such features and procedures in accordance with the terms and conditions governing their issue and use, or (iii) notify us in writing or by telephone using the contact details set out in clause 1 of these Terms and Conditions or via our Website and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of such security features or procedures, is the full amount of those losses.

6.2 Except where you have acted fraudulently, you will not be liable for any losses resulting from an unauthorised payment transaction: (i) after you have notified us of the loss, theft, misappropriation or unauthorised use of your security features or procedures in accordance with clause 6.1.2 of these Terms and Conditions; (ii) if we have not given you an appropriate means to notify us in accordance with clause 6.1.2; or (iii) if the security features or procedures have been used in connection with certain types of distance contract.

- 6.3 You may be entitled to redress for an unauthorised or incorrectly executed payment transaction only if you notify us in writing or by telephone using the contact details set out in clause 1 of these Terms and Conditions without undue delay on becoming aware of any unauthorised or incorrectly executed payment transaction, and in any event no later than 13 months after the debit date. Such redress may include, in relation to an unauthorised executed payment transaction, us refunding the amount of the unauthorised payment transaction to you as payer.
- 6.4 Where you initiate a payment instruction as payer, we are responsible to you for the correct execution of the payment transaction unless the payee's payment service provider received the amount of the payment transaction in accordance with the payment instruction execution times set out in clause 5.5 of these Terms and Conditions. You may request that we make immediate efforts to trace the payment transaction and notify you of the outcome.
- 6.5 Where we are liable to you as payer under clause 6.4 of these Terms and Conditions for a non-executed or defective payment transaction, we may without undue delay refund to you the amount of the transaction. If you ask us to make a payment and the payee's payment service provider receives it later than set out in clause 5.5 of these Terms and Conditions, you can ask us and we will contact the payee's payment service provider and ask them to correct the amount of interest and charges on the recipient's payment account (if applicable) so that it is as if the payment was received on time.
- 6.6 Where you are the intended payee of a payment instruction initiated by a third party payer, and the payer's payment service provider can prove that we received the amount of the payment transaction in accordance with the payment instruction execution times set out in clause 5.5, we are liable to you for the correct execution of the payment transaction and shall immediately make available the amount of the payment transaction to you as payee.
- 6.7 If we are in breach of contract or otherwise negligent and we might reasonably have expected your loss to result directly from our breach or negligence, we are in any case liable to you.
- 6.8 We will not be liable for any losses not directly associated with any incident that may cause you to make a claim against us, nor are we liable for loss of profits, loss of business, loss of goodwill or any form of special damages whatsoever and howsoever arising and whether such liability was reasonably foreseeable or not and whether or not we have been advised of the possibility of such loss being incurred.
- 6.9 Nothing in clauses 6.7 and 6.8 of these Terms and Conditions excludes our liability for fraudulent misrepresentation by ourselves, our employees or agents or our liability for death or personal injury caused by our negligence or the negligence of our employees or agents.
- 6.10 Notwithstanding anything to the contrary in these Terms and Conditions, we shall not be liable to you or be obliged to perform our obligations under these Terms and Conditions if we are prevented, hindered or delayed from or in performing any of our obligations under these Terms and Conditions due to abnormal and unforeseeable circumstances beyond our control (including any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious

damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood, or other circumstances affecting the supply of goods or services).

6.11 You acknowledge that our Website is subject to periodic maintenance and testing and that you may not be able to access it from time to time as a result. We are not responsible for any loss you may suffer as a result of your being unable to access our Website at any time.

6.12 You must send us all relevant supporting documentation in relation to any claim you make for a refund or compensation.

7. MODIFICATIONS TO TERMS AND CONDITIONS; TERMINATION

7.1 We may change any provision of these Terms and Conditions.

7.2 We will notify you in writing at least 2 months before we make any change to these Terms and Conditions. You will be deemed to have accepted any such change if you do not notify us to the contrary before the date on which any such change comes into effect. However, if you choose not to accept any such change, you may give notice to us that you do not accept such change and you may terminate our agreement at any time, free of charge, before any change comes into effect.

7.3 If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new terms and conditions or a summary of the changes.

7.4 If we agree to fix any condition for a certain time, we will not change it during that time.

7.5 When we tell you about a change we will do so by letter, email, text or messages or in any other way which is sent to you individually or will do so in a way that we reasonably believe is likely to come to your attention and which satisfies legal and other regulatory requirements.

7.6 Our agreement under these Terms and Conditions will continue until terminated in accordance with this clause 7.

7.7 You may terminate our agreement under these Terms and Conditions by giving us at least 1 month's written notice. We shall not charge you for the termination of our agreement under these Terms and Conditions.

7.8 We may terminate our agreement under these Terms and Conditions by giving you at least 2 months' written notice. Such termination will not release you from any liability in respect of any sums owing to us or from any previous liability for any act performed by us in accordance with instructions received from you.

8. GENERAL

8.1 Termination of our agreement under these Terms and Conditions does not affect your or our accrued rights and obligations at the date of termination.

8.2 A failure to exercise or delay in exercising a right or remedy provided by these Terms and Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other

rights or remedies. No single or partial exercise of a right or remedy provided by these Terms and Conditions or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

8.3 In case any provision in or obligation under these Terms and Conditions shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

8.4 You may not assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of, a right or obligation under these Terms and Conditions.

8.5 Neither these Terms and Conditions nor any transaction carried out under them shall confer contractual or other rights on, or be enforceable against us by, any party other than you.

9. GOVERNING LAW AND JURISDICTION; REDRESS

9.1 These Terms and Conditions and our agreement under these Terms and Conditions and all matters arising from or connected with these Terms and Conditions and our agreement are governed by English law.

9.2 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with these Terms and Conditions and our agreement under these Terms and Conditions (including a dispute regarding their existence, validity or termination or relating to any non-contractual or other obligation arising out of or in connection with them) or the consequences of their nullity. You may also be eligible for redress for any dispute and matter arising out of or in connection with these Terms and Conditions through the dispute resolution mechanism provided by the Financial Ombudsman Service (please see below for further details).

10. HELP AND INFORMATION; COMPLAINTS

10.1 If you have any queries or require a copy of these Terms and Conditions (or any document comprised in them), please contact us using the contact details in clause 1 of these Terms and Conditions.

10.2 We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible. However, if you are unhappy and would like to make a complaint, please refer to our Complaints Policy for details of our internal process for dealing with complaints promptly and fairly. Our Complaints Policy is available on our Website or by contacting our customer service team using the contact details in clause 1 of these Terms and Conditions

10.3 We will then investigate the matter and try to reach a satisfactory conclusion. Complaints may be recorded and monitored for our internal use; we may submit an anonymised summary of complaints made to us during a particular period of time to our regulator. If you are not happy with our final response or, where you are eligible to refer your complaint to the Financial Ombudsman Service, if we have not concluded our investigation in accordance with

the timescales required by law, you may be able to refer your complaint to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR (<http://www.financial-ombudsman.org.uk/>).

- 10.4 You may also be able to submit a claim through the European Online Dispute Resolution Platform (available at <http://ec.europa.eu/consumers/odr/>).