

Terms of Use

These Terms set out your legal rights and obligations in using the TransfaPay Money Transfer Service, the TransfaPay Digital Money Account and Airtime Top Up. We recommend you read these carefully.

1. Contract formation and Overview

- 1.1. These Terms govern the conditions under which you can use:
 - a. our Money Transfer services;
 - b. Airtime Top Up.
- 1.2. These Terms, together with our web page setting out the charges applicable for our services, form your agreement with us for use of our Services.
- 1.3. By accessing, registering with and using any of these Services, you agree to be bound by the terms of the Agreement.
- 1.4. The language of the Agreement is English, and all services, instructions and transactions carried out in connection with it will be in English.
- 1.5. You can obtain a copy of the Agreement at any time by asking us to send you a copy via email.
- 1.6. The terms "TransfaPay", "we", "us", and "our" refer to Transfa Pay Ltd, together with its employees, directors, successors, and assigns. Transfa Pay Limited is a company registered in England and Wales, with company number 12140801, with its registered address at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, England and is authorised by the Financial Conduct Authority (FCA) under the Payment Service Regulations 2017. Firm Reference Number 944767, regulated for the provision of payment services.
- 1.7. The terms "you" and "your" refer to you, the person who has registered to use some or all of the services described in these Terms.
- 1.8. These Terms will be treated as coming into effect on the date you register with us and will continue for an indefinite period, until terminated by you or us.

2. Definitions

In these Terms and Conditions:

"Airtime Top Up" means the service which allows you to credit a mobile phone account with credit which can be used by the mobile phone account holder to make calls, send text or picture messages and use data. It is credited to the Payee's mobile phone account typically within a few minutes.

"Agreement" means these terms of use, and any associated or referenced policies and conditions. "Terms" has a corresponding meaning.

"Business Day" means any day on which we are open for business for the execution of Payment Instructions and/or Payment Requests.

"Destination Country" means the country in which:

- a. (where you are the recipient) you receive either money or E-money from a Sender; or;

- b. (where you are the person making payment or sending Airtime Top Up) another Payee receives money, E-money or Airtime Top Up as a result of you making a payment using either our Money Transfer service or E-money in your Digital Money Account.

"Instruction" means a Payment Request or a Payment Instruction, as the case may be.

"Local Taxes" means any taxes or charges payable in the Destination Country.

"Money Transfer" means an electronic money transfer using our Services, either within the same country or to another country.

"Payee" means either:

- a. you, where you receive money from someone else, or where you send the proceeds of Airtime Top Up to yourself; or;
- b. someone else that you send money or Airtime Top Up to.

"Payment Instrument" includes a payment device such as a bank transfer debit/credit card and Open Banking.

"Payment Request" means a specific instruction from you (or a Third Party Provider on your behalf) to a Sender, asking them to send you money.

"Payout Amount" means the amount paid, after any foreign exchange conversion, to you or to a Payee, exclusive of the Service Fee and/or any other fees, charges or costs we reasonably incur.

"Payment Instruction" means a specific instruction from you (or a Third Party Provider on your behalf), using the Portal, to send:

- a. the proceeds of Airtime Top Up, to yourself; or;
- b. someone money, or Airtime Top Up, to another Payee.

"Portal" means any app, website, interface or other digital portal we provide from time to time to enable you to use our Services under these Terms.

"Prohibited" means activities which involve narcotics, steroids, pharmaceuticals, chemicals, drug paraphernalia, tobacco, seeds, plants, animals, military or semi-military goods or services, weapons (including dual-use goods), adult services or content, bitcoin or other cryptocurrency, binary options or gambling services or any other activities that are prohibited by our policies as amended from time to time.

"Sender" means either:

- a. someone who sends us money to hold to your order; or;
- b. someone who sends E-money to your Digital Money Account.

"Services" means any or all of the following services:

- a. Money Transfer;
- b. Airtime Top Up.

"Service Fee" means our fee described as such on our Website from time to time. Other taxes (for example, Local Taxes) and costs may exist that are not paid through us or imposed by us.

"Service Provider" means a local bank, money exchange house, or other third party service provider (e.g. mobile network operator) in the Destination Country who we work with to provide services to you.

"Third Party Provider" means any online provider that you authorise to give us a Payment Instruction on your behalf. Depending on the authorisations you give them, Third Party Providers will have access to your Transaction History and will be able to send us Payment Instructions, as if they were you. Many Third Party Providers will be authorised by the UK Financial Conduct Authority, or by the equivalent regulatory body in another country in the European Economic Area (which includes the member states of the European Union plus Iceland, Liechtenstein and Norway). If you are thinking of using a Third Party Provider, then you should ask for details of its authorisation and check these yourself. You should also make sure you are comfortable giving the Third Party Provider the right to give Payment Instructions on your behalf and/or to access your Digital Money Account.

"Transaction" means the transfer of money, or Airtime Top Up using our Services, as the case may be.

"Transaction Amount" means:

- a. the amount of money that a Sender wishes to send to you;
- b. the value of the Airtime Top Up, that you wish to send to yourself; or;
- c. the amount of money, or the value of the Airtime Top Up, that you wish to send to another Payee.

In each case, the Transaction Amount excludes any applicable Service Fee and is the amount displayed by us in the Portal prior to any foreign exchange conversion.

"Transaction History" means the record of your Transactions which are accessible through our Portal.

"Website" means our public website or any other website operated by us.

3. Provision and use of Services

- 3.1. Subject to the conditions of these Terms, we agree to provide the Services to you using reasonable care.
- 3.2. You may not be able to use the Services, or some aspects of the Services, if you are located in certain regions, countries, or jurisdictions. This restriction may also apply where you are temporarily accessing our services from those regions, countries or jurisdictions (for example if you are travelling).
- 3.3. You must not access, use or attempt to use the Portal to provide any Instructions unless you are at least 18 years old. Depending on the country in which you live, local laws may set a different age or impose additional rules on your ability to enter into an agreement with us and to use the Portal. If this is the case, it is your obligation to comply with the local laws which affect you.
- 3.4. You must not use any device, software or routine to interfere or attempt to interfere with the proper working of the Portal or any Instruction being conducted through the Portal.
- 3.5. When registering for and using the Portal, you must:
 - a. provide us with true, accurate, current and complete evidence of your identity, and promptly update your personal information if and when it changes;
 - b. provide us with any identity documentation as may be requested by us;
 - c. provide us with details of one or more accounts and/or Payment Instruments; and
 - d. provide us with true, accurate, current and complete information as we indicate on our Website is required to use the Portal and any other information which may be required in relation to you, any Sender or any Payee.

- 3.6. You must take reasonable steps to keep the details you use to access the Portal safe and to prevent their fraudulent use. These steps include:
- a. disguising those details if you write them down and keeping them out of sight of third parties who should not have access to the Portal.
 - b. not sharing those details with anyone else, unless they are a Third Party Provider that you have authorised to give Payment Instructions on your behalf, and they need those details in order to provide these services to you; and
 - c. following any reasonable instructions which we give you or publish in our Portal or on our Website from time to time and which are intended to help you keep your use of our Services safe.
- 3.7. You must only use the Portal to send money, or Airtime Top Up to people that you know personally, and not to pay for goods or services from third parties you do not know and trust. If you choose to pay third parties for goods and services using our Services, please note that we have no control over, and are not responsible for, the quality, safety, legality, or delivery of such goods or services, and that any such use of the Portal and our Services is entirely at your own risk.
- 3.8. You must only act on your own behalf. You may not submit an Instruction or receive a Transaction on behalf of a third person.
- 3.9. You must not use the Portal to send Transaction Amounts in connection with illegal activity including but not limited to money-laundering, fraud and the funding of terrorist organisations. If we reasonably believe you are using the Portal or our Services in connection with illegal activity or for any fraudulent purpose, or are permitting a third party to do so, we may report you to the appropriate legal authorities.
- 3.10. When using the Portal, or our Website or when interacting with us, with another user or with a third party, you must do the following:
- a. comply with the terms of your Agreement with us as well as any applicable laws, rules or regulations;
 - b. provide confirmation of any information you provide to us, including proof of identity;
 - c. co-operate in any investigation that we reasonably carry out, or that is carried out by any law enforcement agency, government agency or regulatory authority;
 - d. not create more than one registration without our prior written permission;
 - e. not provide false, inaccurate, or misleading information;
 - f. not use an anonymising proxy (a tool that attempts to make activity untraceable); and
 - g. not copy or monitor our Portal or Website using any robot, spider, or other automatic device or manual process, without our prior written permission.
- 3.11. If you have any problems using the Portal, or our Website, you should contact us without delay through the channels listed at the end of these Terms.
- 3.12. If you suspect or become aware that the details that you use to access the Portal has been lost, stolen, compromised, used without your authorisation, or used fraudulently, you must contact us immediately through the channels listed at the end of these Terms.
- 3.13. Provided it would not be unlawful for us to do so, and it would not compromise reasonable security measures, we will contact you by phone or email if there is an actual or suspected fraud affecting your

use of the Portal, any money we hold to your account, or a security threat affecting the Portal or your money.

- 3.14. Nothing in these Terms or in any other information provided by TransfaPay as part of the services covered by these Terms is intended to be, nor should it be construed to be, legal or other advice. You must consult your own professional advisers as to the effects of laws which may apply to these terms and the services under it.

4. Payment Requests

- 4.1. You must not submit Payment Requests to people you do not know personally.
- 4.2. When you submit a Payment Request, you are requesting that we process the Payment Request on your behalf and you are consenting to us contacting the Sender for these purposes. Your Payment Request will be treated as being received by us once you submit it to us using the Portal. When we send a Payment Request by SMS text message to a Sender on your behalf, we may use the mobile telephone number associated with your account for this purpose (i.e. the Payment Request we send will show as being sent from your mobile telephone number).

Cancellation of Payment Requests

- 4.3. Once we have received your Payment Request, you cannot cancel it. In such circumstances you must contact the Sender separately, and explain that you want the Payment Request to be treated as cancelled.
- 4.4. If a Sender asks us to cancel a payment to you after they have initiated the payment, you must co-operate with us in order to return the payment to the Sender. This may include you refunding the amount to us or to a third party of our choice (including but not limited to the Sender or their payment service provider). Where a Sender makes a request for a refund which we are obliged to process, we can remove funds from any money we hold to your account which are equal to the amount of the refund.
- 4.5. If a payment service provider tells us that they have made a payment to us for your account by mistake, we are obliged to co-operate with them and help them recover the mistaken payment. We must provide them with all relevant information they need to collect the payment. If the Sender's payment service provider is unable to recover the funds from us and the Sender asks them to do so, the Sender's payment service provider will provide all relevant information they have to the Sender so that the Sender can claim repayment. This information will include your name and contact address.
- 4.6. If we ask you to do so, you must without delay refund to us or a third party of our choice any payment you receive using our Services, where we reasonably believe that the payment:
- a. resulted from unauthorised use of the Portal by you or someone else, or use of the Portal by you in contravention of your Agreement with us; or
 - b. is connected with illegal, fraudulent or Prohibited activities carried on by you or someone else;

5. Making Payments

- 5.1. When you give us a Payment Instruction, you are requesting that we process the Transaction on your behalf and you are consenting to the execution of the Transaction. Your Payment Instruction will be treated as received by us once you submit it to us using the Portal.
- 5.2. It is your responsibility to make sure all the details are accurate before you give us a Payment Instruction. Once we have received a Payment Instruction, it is not normally possible to change any details of that Payment Instruction. You will be given the opportunity to confirm a Payment Instruction before submission and you must check the details carefully.

- 5.3. The total amount (the Transaction Amount, Service Fee and other applicable fees and charges) that you must pay and the relevant exchange rate selected by us will be displayed clearly in the Portal before you are asked to confirm your Transaction.
- 5.4. If a Payee's account is denominated in a currency other than the currency you instructed us to make payment in there may be delays, additional charges or different exchange rates.
- 5.5. We will have no responsibility for any fees or charges you may incur by the use of a particular account or Payment Instrument to fund a Transaction. These may include but are not limited to unauthorised overdraft fees imposed by banks if there are insufficient funds in your bank account, or "cash advance" fees and additional interest which may be imposed by credit card providers if they treat use of our Services as a cash transaction rather than a purchase transaction.

Information we need

- 5.6. In order for us to process a Payment Instruction correctly, you must give us the following information:

Type of payment	Information we need
Airtime Top Up	Payee mobile number
Bank Transfer	Bank Name
	Branch Name
TransfaPay	Account Number
	Bank Code
	Branch Code
	IBAN
	BIC (or SWIFT)
	Account Type
Bill Pay	Biller name
	Biller account number
	Biller reference number
Cash Pick Up	Payee full name
Door to Door	Payee full name
	Payee address
Mobile Money	Mobile money account number

For payments in some countries, different information may be needed. We will let you know if this is the case.

- 5.7. In addition to the information set out in the table above, you must give us the following information:
- any other information that must be provided for a Payment Instruction to be properly executed, as specified when you enter the details of the Transaction you wish to carry out;
 - any other information we need to obtain in order to comply with our obligations under relevant laws, rules and regulations; and/or;
 - if you intend to submit an Instruction or receive a Transaction on behalf of a third person, you must first inform us of your desire to do so. You must also provide us with any additional information about that person we request in order to help us decide whether to accept your instruction or receive a Transaction.

Timing of payments of money

- 5.8. Subject to the terms of this Agreement, where you make a Money Transfer, the Payee will receive the payment as set out in the table below. In each case, the period of time is calculated from the time we actually receive your Instruction. You should bear in mind that payment may be refused or delayed for

the reasons set out in clause 7.1, or we may be unable to process the payment as quickly due to circumstances outside our control (as explained in clause 12.10).

We have grouped different types of payments into three separate groups:

Group 1 - where the Payee will receive the payment within one Business Day
<p>Payments in pounds sterling (GBP)</p> <ul style="list-style-type: none">• payment in GBP to an account in the United Kingdom• conversion from EUR to GBP, followed by a payment in GBP to an account in the United Kingdom only <p>Payments in euro (EUR)</p> <ul style="list-style-type: none">• payment in EUR to an account in the European Economic Area• conversion from GBP to EUR, followed by a payment in EUR to an account in the European Economic Area
Group 2 - where the Payee will receive the payment within four Business Days
<p>Payments to accounts in the European Economic Area not covered by Group 1</p> <ul style="list-style-type: none">• payment in a European Economic Area currency to an account in the European Economic Area, where the payment falls outside Group 1• conversion from one European Economic Area currency to another European Economic Area currency followed by payment to an account in the European Economic Area, where the currency conversion and/or payment falls outside Group 1
Group 3 - please contact us for information about how long the payment will take
<ul style="list-style-type: none">• payment in a non-European Economic Area currency to an account anywhere in the world• payment in any currency (including a European Economic Area currency) to an account outside the European Economic Area currency, with or without a currency conversion

6. Cancellation of Instructions

- 6.1. Once we have received your Instruction, you cannot cancel it.
- 6.2. Notwithstanding clause 6.1, we may, in our absolute discretion, attempt to reverse your Instruction if you have informed us that you wish us to do so. In some cases, we may have initiated an irreversible request for funds to be paid out to your Payee by a Service Provider. If this is the case, we cannot guarantee that the reversal will be successful.
- 6.3. We can apply a charge for attempting to reverse your Instruction.

7. Our Right to Refuse or Delay Processing an Instruction

- 7.1. We may refuse any attempted payment to you, refuse to process any Instruction, or delay processing any such payment or Instruction, at any time for any of the reasons set out below:

- a. we are not satisfied that we have your consent;
- b. we reasonably believe that you, a Sender or Payee are using (or are allowing someone else to use) our Portal, our Website or our Services, in breach of your (or their) Agreement with us or any applicable laws, rules or regulations, or in furtherance of illegal, fraudulent or Prohibited activities;
- c. we have reason to believe that processing any such payment or Instruction would violate anti-money laundering or counter-terrorism financing laws, rules and regulations;
- d. in the case of a payment to us for your account, we have reason to believe the security of the account or Payment Instrument used to make the payment has been compromised or we suspect the unauthorised or fraudulent use of that account or Payment Instrument;
- e. we reasonably believe that you are using our Services to purchase goods or services from third parties you do not know or trust;
- f. we are unable to verify your identity, or the identity of the Sender or the Payee (as the case may be). For example, if you have not accessed the Portal, or have not given us instructions in relation to funds held by us to your order for a period of two years then for security reasons we may ask you for additional verification of your identity before we will process your instruction;
- g. you do not provide us with any information we have reasonably requested from you, as explained in clauses 5.7 and 5.8;
- h. we reasonably believe there may be fraudulent activity or other financial crime affecting you, any Sender or Payee, any money we hold to your account, or any payment;
- i. we are obliged to do so by any law, regulation, court order or instruction from an ombudsman, regulator or government body;
- j. there is a dispute (which we reasonably believe is genuine) about who owns, or is entitled to, any money held by us to your account. This includes (but is not limited to) the situation where a Sender makes a request for a refund of funds the Sender has sent to us for your account, or we are made aware that the Sender has made a claim against you for return of those funds;
- k. you have broken the terms and conditions of your Agreement with us in a way that we reasonably believe justifies us in refusing or delaying processing any payment or Instruction, and you have not put this right;
- l. we reasonably believe that processing the payment or Instruction would breach the terms and conditions of your Agreement with us;
- m. in the case of a Money Transfer, the amount of the payment exceeds any transaction limit we may apply to such payments under clause 16.3 from time to time;
- n. in the case of a Money Transfer, there are insufficient funds to make the payment and/or to cover our Service Fee and any other fees, costs or charges we may incur in making the payment;
- o. in the case of a Money Transfer, the Payee has not yet set up their account to receive payment, or has not registered with us to use our services, or the terms of the Payee's account prevent completion of the Transaction, or the Payee's account is unable to receive payment in the form in which we make payment;
- p. you are subject to an order relating to your bankruptcy, or you have entered into a voluntary agreement with your creditors; or

q. we have blocked your (or a Third Party Provider's) use of the Portal and under clause 14.

- 7.2. We can charge a fee for refusing any payment or Instruction. Where such a fee applies, it will be set out in the Portal or on our Website.

8. Fees and Charges

- 8.1. For each Payment Instruction you give us, you must pay us the applicable Service Fee (this will be explained in the Portal). Payment becomes due at the time that you submit your Payment Instruction.
- 8.2. If you submit a Payment Instruction that results in us becoming liable for charges (including but not limited to chargeback or other fees which we are obliged to pay), you must reimburse us for all such fees.
- 8.3. A surcharge may apply for processing credit cards in certain jurisdictions. The amount of the surcharge will be notified to you at the time of the card payment.

9. Airtime Top Up

- 9.1. The Airtime Top Up service will only be provided to you by us in respect of the mobile phone operators available on our Website. These operators are subject to change and availability.
- 9.2. You must input the mobile phone number to which any Airtime Top Up is to be credited into the appropriate space in our Portal. It is your responsibility to ensure that you have correctly inputted the mobile phone number. You will then be asked to select the amount of Airtime Top-Up that you wish to credit that mobile phone number with.
- 9.3. When sending an Airtime Top Up, you will be asked to enter the Payee's phone number twice. This is needed to ensure that Airtime Top Up is not sent to the wrong person because of a mistyped number. However, if you enter the wrong number twice, the transfer will go ahead and there is no way to reclaim or redirect the Airtime Top Up once the Payment Instruction has been processed by us.
- 9.4. The cost of Airtime Top Up will vary depending on the amount of Airtime Top Up that you wish to send and according to the denominations displayed in our Portal or on the Website.
- 9.5. The total amount (the Transaction Amount and our Service Fee) that you must pay will be displayed clearly in the Portal before you are asked to confirm your Transaction.
- 9.6. A number of countries around the world have chosen to apply taxes to incoming Airtime Top Ups. When sending to a Payee in these countries, the corresponding deduction will be made from the Transaction Amount, meaning the Payee will get a lower amount of Airtime Top Up.
- 9.7. If the Payee you are sending to is in a country which does deduct taxes from Airtime Top Ups, you will see information about the rate in the Portal before completing the transfer.
- 9.8. The Airtime Top Up is typically sent within a few seconds by us to the mobile phone number you provide upon successful payment by you. Occasionally, there may be a short delay before the relevant mobile operator applies the Airtime Top Up to the mobile phone number e.g., due to congestion on the local mobile network. If you have questions about a longer delay, please contact us [here](#).
- 9.9. Our obligation in relation to Airtime Top Up is simply to send Airtime Top Up in accordance with your Instruction. The relevant mobile operator will be solely liable to you and the Payee of the Airtime Top Up for the provision of mobile services related to the Airtime Top Up. Once the Airtime Top Up is sent to a mobile phone number, it cannot be refunded or removed from the phone. To stop this mistake from happening, we ask you to ensure that the number you have entered is correct.

- 9.10. You will not be able to cancel the Airtime Top Up once we receive your instruction.
- 9.11. We may be obliged (for example, due to local laws or mobile operator restrictions) to limit the number of Airtime Top Ups that can be performed or the maximum value of Airtime Top Ups (the latter typically due to mobile operator restrictions) over a given period of time e.g. daily, weekly, monthly.

10. Collection of Information

Customer Identification Program

- 10.1. Financial institutions are required to assist in the fight against money laundering activities and the funding of terrorism by obtaining, verifying, and recording identifying information about all customers. We may therefore ask you to supply us with personal identifying information relating to you, and Sender and any Payee and we may also legally consult other sources to obtain information about you, any Sender and any Payee.

Verification and Checks

- 10.2. We will verify your residential address and personal details in order to confirm your identity. We may also pass your personal information to a credit reference agency, which may keep a record of that information. Be assured that this is done only to confirm your identity, and that we do not perform credit checks and therefore your credit rating will be unaffected. We may also need to verify the identity of a Sender or Payee in the same way. All information provided by you will be treated securely and strictly in accordance with all applicable law. We may do this directly, for example by asking you for additional information, or asking you to take steps to confirm ownership of your accounts, Payment Instruments or email address; or indirectly, for example by verifying your information against third party databases or through other sources.

Provision of payment services

- 10.3. You explicitly consent to us accessing, processing and retaining your personal information for the purposes of providing the payment services described in the Agreement. We need your explicit consent as a result of certain rules which apply to us (the United Kingdom's Payment Services Regulations 2017). This consent does not relate to how we process your personal information for other purposes, which are explained in our Privacy Policy. The Privacy Policy can be found by clicking [here](#).

Government Disclosures

- 10.4. We may be obliged by law to provide information about you, your use of the Portal, Digital Money Account and our Website, and your Instructions to government or other competent authorities as described in our Privacy Policy.
- 10.5. We may, as necessary in providing services to you under the Agreement, store all information required of a Sender or Payee to prove his or her identity or associated with their specific Instruction. Such proofs may include a suitable form of valid, unexpired identification from a list of acceptable papers provided by the Service Provider, and/or a transaction tracking number, a personal identification number (PIN), a "password", a "secret word", or other similar identifiers.

11. Intellectual Property

- 11.1. The Portal, our Services and our Website, and 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 right, title and interest in and to the Portal, our Services and our Website will remain our property and/or the property of such other third parties.

- 11.2. The Portal, our Services and our Website may be used only for the purposes permitted by these Terms and Conditions or described on our Website. You are authorised solely to view and to retain a copy of the pages of the Portal and Website 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 Portal, our Services or our Website or any portion of it for any public or commercial use without our express written permission. You may not: (a) use any robot, spider, scraper or other automated device to access the Portal, our Services or Website; and/or (b) remove or alter any copyright, trademark or other proprietary notice or legend displayed in the Portal or Website (or printed pages of the Portal or Website).
- 11.3. The name "TransfaPay" and other names and indicia of ownership of TransfaPay's products and/or services referred to in the Portal, our Services or 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.

12. Liability

Informing us about an unauthorised or incorrect payment

- 12.1. If you believe that a payment made using one of our Services was made without your authorisation, or was not executed correctly, you must contact us through the channels listed at the end of these Terms and Conditions without undue delay any in any event within 13 months of the date on which the payment occurred. A request for a refund must be submitted in writing (including by email) to one of the contact points listed at the bottom of these Terms and Conditions, giving your full name, address, and phone number, together with the Transaction tracking number, Transaction Amount, and the reason for your refund request. You should give us any other relevant documentation that you have available that will help us process your claim.

Where there is an unauthorised payment

- 12.2. We will refund you where money belonging to you has been paid to someone else without your authorisation. However, there are circumstances in which we will not be obliged to refund you, or where the amount we have to refund is less than the full amount of the payment. The following rules will apply in deciding whether you are entitled to a refund (and if so, for how much):
- a. if you have acted fraudulently, you will have no right to a refund in any circumstances;
 - b. you will not be entitled to a refund if you make a claim more than 13 months after the date of the Transaction, regardless of how the unauthorised payment occurred;
 - c. if you have intentionally or with gross negligence compromised the security of your account, or failed to keep the details you use to access the Portal or our Services secure, you will be liable for all losses arising up to the time you notify us of the loss, theft or misuse of your details. "Gross negligence" means that something you have done or not done is very obviously wrong or careless. There may be special circumstances where you will not be liable (or not fully liable), even if you have acted intentionally or with gross negligence. If this is the case, we will tell you.
 - d. unless one of the rules above applies, if the unauthorised payment was caused by the loss, theft or misuse of the details used by you to access the Portal or our Services, you will be liable for up to £35 of any loss (unless you notified us of the loss, theft or misuse of your details before the loss occurred).
- 12.3. There may be other special circumstances in which you will be entitled to a refund, either in full or in part. If this is the case, we will explain this to you when we process your refund.

- 12.4. If you are entitled to a refund, we will credit the amount of the refund (together with any fees we have charged) back to you in the same currency in which the payment was made. We will not have any other liability to you.
- 12.5. If we give you a refund and then discover that you were not entitled to the refund, we can take the amount refunded from any money we hold on account for you. If there are insufficient funds in your account(s) with us to repay us, you must repay the amount outstanding to us immediately on demand from us.
- 12.6. If we suspect you have acted fraudulently, we can decide not to refund you or we can investigate the circumstances further. You must cooperate with us and law enforcement agencies, if we need to involve them. If we carry out an investigation and decide that you are not entitled to a refund because you acted fraudulently, we can charge you for our reasonable costs in carrying out the investigation and deduct these from any money we hold on account for you. If there are insufficient funds in your account(s) with us to repay us, you must repay the amount outstanding to us immediately on demand from us.
- 12.7. Clause 12.10 sets out other circumstances in which we will not be responsible for any losses you suffer as a result of an unauthorised payment.

Where a payment has not been made, or has been made incorrectly or late

- 12.8. We will refund you where you gave us a Payment Instruction and we did not do this, or we sent it to the wrong account, or we did not send this within the timescale set out in clause 5.9 or clause 5.10 (as the case may be). However, we will not be obliged to refund you in any of the following circumstances:
- a. if we processed the payment on time and in accordance with your Payment Instruction. If you gave us incorrect payment details, or you want to recover the funds for some other reason, we will make reasonable efforts to recover the funds. We may charge a reasonable fee, reflective of our efforts, for doing this. If we are unable to recover the funds, and if you give us a written request for details, we will ask the payee's account provider to give us details of the payee and we will pass these details to you;
 - b. if you make a claim more than 13 months after the date of the Transaction;
 - c. if the payment was made to an account outside of the European Economic Area;
 - d. if we can show that the Payee's account provider received the correct payment on time;
 - e. if we had reasonable grounds to delay processing your Instruction, under clause 7.1;
 - f. if it was not possible for us to process your Payment Instruction, due to circumstances beyond our reasonable control as explained in clause 12.10.

- 12.9. If you are entitled to a refund, we will credit the amount of the refund (together with any fees we have charged) back to you in the same currency in which the payment was (or was supposed to have been) made. We will not have any other liability to you.

Other circumstances in which we will not be liable

- 12.10. Except where (and to the extent that) the laws and regulations applicable to us say otherwise, we will not be liable to you for:
- a. any failure to carry out an Instruction or make the Portal available to you, or any losses or delays in the transmission of messages, when we carry out maintenance or updates or as a result of circumstances which could reasonably be considered to be due to abnormal and unforeseen circumstances or outside our control or due to our obligations under any applicable laws, rules or regulations;

- b. malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us;
- c. any losses or delays in transmission of messages arising out of the use of any internet or telecommunications service provider or caused by any browser or other software which is not under our control (including the Portal);
- d. any losses or delays caused by us exercising our lawful rights or performing our obligations under the Agreement or in accordance with law, regulation, a court order or an instruction from an ombudsman, regulator or government body;
- e. errors in the Portal or our Website caused by incomplete or incorrect information provided to us by you or a third party who is acting on your behalf;
- f. any use by you of the Portal, our Website or our Services which is in breach of the terms of the Agreement;
- g. any use by you of the Portal, our Website or our Services for a commercial, business or resale purpose. In particular, and without limiting this exclusion, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;
- h. any loss or damage which we could not reasonably have foreseen as being likely to occur as a result of something we have done or not done; or
- i. any loss or damage you suffered by you as a result of you using our Portal, our Website or our Services on a 'jailbroken', 'rooted' or otherwise modified device.

Other rules on liability

- 12.11. Nothing in this clause 12 excludes or limits liability on our part for death or personal injury resulting from our negligence, or for fraud.
- 12.12. Save where another rule in this clause 12 applies, or where the law says you are not liable, you will be liable to us, our subsidiaries, affiliates, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from all loss, damage, claims, actions or demands, including reasonable legal fees, arising out of any use by you (or anyone acting on your behalf) of the Portal and/or our Website which is in breach of your Agreement with us.
- 12.13. If there are insufficient funds in your account(s) with us to repay us what you owe us, you must repay the amount outstanding to us immediately on demand.

13. Use of the Portal

- 13.1. We grant you a non-transferable, non-exclusive licence to use the Portal, subject to the terms of your Agreement with us, our Privacy Policy and the applicable app-store terms (incorporated into these Terms and Conditions by reference) as may be amended from time to time. We reserve all other rights.
- 13.2. Except as expressly set out in your Agreement with us or as permitted by any local law, you agree:
 - a. not to copy the Portal (except where such copying is incidental to normal use of the Portal, or where it is necessary for the purpose of back-up or operational security); and
 - b. not to rent, lease, sub-license, loan, alter, translate, merge, adapt, vary or modify the Portal.
- 13.3. The Portal has not been developed to meet your individual requirements, and we do not represent or guarantee that the Portal will be suitable for your needs. It is your responsibility to ensure that the facilities and functions of the Portal meet your needs.

14. Our Right to Block Access

14.1. We can stop or block your access to and use of the Portal if:

- a. you have notified us, or we reasonably believe, that the details you use to access the Portal has been lost, stolen, compromised, used without your authorisation, or used fraudulently; or
- b. we are obliged to do so by law, regulation, a court order or the instructions of an ombudsman, regulator or government body.

14.2. We can deny a Third Party Provider access to the Portal if we reasonably believe that access to the Portal by them, or any Instruction we receive from them, is unauthorised or fraudulent.

15. Electronic Communications

15.1. The Agreement will be entered into electronically, and the following categories of information ("Communications") may be provided by electronic means:

- a. our Agreement with you and any amendments, modifications or supplements to it;
- b. your records (e.g. of transactions) using the Portal;
- c. any initial, periodic or other disclosures or notices provided in connection with the Services, including without limitation those required by law;
- d. any customer service communications, including without limitation communications with respect to claims of error or unauthorised use of the Services or our Website; and
- e. any other communication related to our Portal, the Website, our Services or TransfaPay.

15.2. We are not able to provide Communications in paper format or through other non-electronic means. You can withdraw your consent to receive Communications electronically, but if you do, we will treat this as notice that you wish to terminate your Agreement with us. In order to withdraw your consent, you must contact us using our contact information at the end of these Terms and Conditions.

15.3. In order to access the Portal and Communications, you must have an internet browser that supports 256-bit encryption, or such higher level of encryption as we may introduce in order to comply with law, regulation or good industry practice in order to protect the security of our customers' money and our systems.

15.4. In addition, you must promptly update us with any change in your email address by updating your profile in the Portal.

16. Changes to the Agreement

16.1. We can change, remove, vary or add to any of the terms of our Agreement with you at any time. These changes may include, but not be limited to:

- a. changing or withdrawing the Portal or any part of our Services;
- b. introducing new services, which will then form part of our Services;
- c. introducing a new Service Fee or charge; or
- d. increasing, decreasing or abolishing an existing Service Fee or charge.

16.2. We can make changes to the Agreement for any of the following reasons:

- a. to reflect any change in law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body, or new statements, codes of practice or industry guidance designed to enhance consumer protection;
- b. to reflect any changes in our business organisation (for example, if we merge with another organisation or transfer our business to another organisation) or the Service Providers we use;
- c. to provide you with extra benefits or additional services;
- d. to reflect (in a proportionate way) changes in our costs in providing our services, for example changes in market conditions, technology costs, inflation and/or the costs of providing facilities;
- e. to make the terms clearer or fairer to you, or to benefit you.

16.3. We can also introduce, increase, decrease or abolish transaction limits for certain types of payments made to or by you using our Services from time to time. We may do this for any of the following reasons:

- a. to comply with law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body, or new statements, codes of practice or industry guidance designed to enhance consumer protection and/or the security of payment and financial systems;
- b. to take account of and address (as a prudent institution) risks we have identified in the payments that our customers are receiving or carrying out, or to anticipate any such risks arising; or
- c. to reduce the risks of financial crime.

We may publish details of transaction limits on our Website, or details may be available from us on request.

16.4. Whenever we decide to make a change, we will act reasonably, and any change will be proportionate to the circumstances giving rise to the change.

16.5. As our Agreement with you may last for a long time and we cannot anticipate everything that might happen during that time, we may also need to make changes for other justifiable reasons. If we do so, we will explain the reason to you when we tell you about the change.

16.6. Except in the situations explained in clause 16.7, we will give you personal notice of the change two (2) months prior to the change where:

- a. we change the terms and conditions which deal with the way payments can be made by you or to you;
- b. we make a change to your disadvantage; or
- c. we introduce a new Service Fee or charge.

In these circumstances, you can ask us to close any account you hold with us (or that we hold to your order), such as your account you use for Airtime Top Up (as the case may be), at any time before the change comes into effect and the normal notice period for closure will not apply. If you do not ask us to do this, you will be treated as having accepted the change.

16.7. The following are circumstances where we can make a change to the Agreement more quickly (including immediately), without giving you prior notice. In these circumstances you will not have the right to close your account without giving the usual notice. The circumstances are:

- a. where we are obliged to make the change due to compliance with law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body, or new statements, codes of practice or industry guidance designed to enhance consumer protection;
 - b. where we are obliged to introduce, increase, decrease or abolish a transaction limit urgently, for any of the reasons explained in clause 16.3. In addition, we may not be able to give you notice of the change where we reasonably believe doing so might compromise the security of our systems;
 - c. where we introduce a new service or functionality (and even if we introduce new charges for that service), provided the introduction of the new service does not affect your use of our existing services; or
 - d. where the exchange rates we use when converting one currency change. These rates change frequently each day. The rate applicable to your Transaction will be displayed clearing in the Portal at the time you give us your Instruction.
- 16.8. In the case of all other changes apart from those set out in clauses 16.6 and 16.7, we can make the change immediately, without giving you personal notice. Instead, we will update the copy of the Agreement on our Website. You should check our Website regularly so that you are familiar with the up to date terms of your Agreement.

17. Termination

- 17.1. You can terminate the Agreement on one month's written notice, unless we have broken the terms of your Agreement with us in a serious way, and (where it is possible to put this right) we have not put this right within a reasonable period of time requested by you. In this case, you can terminate the Agreement with immediate effect.
- 17.2. We can terminate the Agreement upon two months' notice, except as provided for in clause 16.3 or clause 16.4.
- 17.3. We can terminate the Agreement with immediate effect if you:
- a. become, or we reasonably believe or become aware you are likely to become, insolvent or are declared bankrupt;
 - b. have broken the terms of your Agreement with us in a serious way, and (where it is possible to put this right) you have not put this right within a reasonable period of time requested by us;
 - c. through any means of communication intimidate, harass or threaten us, our employees, officers, agents, Service Providers or customers with violence, property damage or any other offensive, indecent, discriminatory or hateful material;
 - d. breach or attempt to breach the security of our Portal, our Website or our Services (including, but not limited to, modifying or attempting to modify any information; unauthorised log-ins, unauthorised data access or deletion; interfering with the service, system, host or network; reverse engineering of any kind; spamming; hacking; falsifying data; introducing viruses, Trojan horses, worms or other destructive or damaging programs or engines; or testing security in any way); or
 - e. are, in our reasonable belief, using the Portal and/or any of our Services in connection with fraudulent, illegal, unethical, immoral or Prohibited activity, or to promote or support discriminatory, extreme or offensive practices, or permitting or encouraging a third party to do any of these things.

17.4. We can terminate the Agreement with immediate effect if:

- a. we are obliged to do so by law, regulation, a court order or the instructions of an ombudsman, regulatory or government body, or we reasonably believe that a court order is, or instructions from an ombudsman, regulatory or government body are, likely to be given; or
- b. we reasonably believe that the way in which you are using some or all of our Services might expose us to any sanction, penalty, fine, censure, direction or order from any court, ombudsman, regulatory or government body, unless we terminate your Agreement with us with immediate effect.

17.5. Termination of this Agreement will not affect any claims that you have against us, or that we have against you, which arose before the date of termination. For example, we have the right to demand payment of any Service Fees for Services provided prior to termination.

18. Complaints

18.1. If you wish to make a complaint about any aspect of our Services, please send your complaint in writing to complaints@transfapay.com.

18.2. We will acknowledge receipt of your complaint within 3 Business Days. We will investigate your complaint and come back to you with the results of our investigation no later than 12 Business Days after the receipt of our acknowledgement of your complaint.

18.3. If you are not satisfied with the manner in which we have dealt with your complaint, or the outcome, then you may refer the matter to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Tel No 0800 0234 567, Email: complaint.info@financial-ombudsman.org.uk.

19. General

Governing law

19.1. This Agreement, and our communications with you prior to you entering into this Agreement, will be governed by English law the following courts will have jurisdiction over any disputes arising:

- a. the courts of England and Wales, if you are resident anywhere else in the world.

No Waiver

19.2. Our failure to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision.

Transfer of rights

19.3. You cannot transfer any of your rights under this Agreement, including any right to money we hold to your account, to any other person. You cannot grant any charge or other security over any money we hold for you from time to time.

19.4. We can assign all or any of our rights under this Agreement to another person. We may also transfer all or any of our obligations, but only to someone we reasonably consider capable of performing them.

Entire Agreement

19.5. This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements relating to the subject matter of this Agreement.

Severability

- 19.6. If any provision of the Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavour to give appropriately valid effect to the intention of the Agreement as reflected in the provision, and the other provisions of the Agreement will remain in full force and effect.

External links

- 19.7. Any external links to third-party websites on our Website are provided as a convenience to you. These sites are not controlled by us in any way and we are not responsible for the accuracy, completeness, legality or any other aspect of these other sites including any content provided on them. You access such websites at your own risk.

Cancellation

- 19.8. You have the right to cancel your Agreement with us. The cancellation period begins on the day after you register with us and ends 14 calendar days later. You can exercise your right of cancellation by calling us or sending us an email. Our contact details are set out on our Website. Cancellation will terminate your Agreement with us with immediate effect.
- 19.9. If you cancel your Agreement with us, we will repay to you any money which we hold for you. We will not apply any charge for doing so. You will remain liable to pay any fees or charges payable to us under the Agreement in respect of any services we have provided to you prior to cancellation. We may deduct these fees or charges from the any amount we pay to you.
- 19.10. If you do not exercise your right to cancel the Agreement during the 14-day cancellation period, the Agreement will be binding on you. You will however be able to terminate the Agreement in accordance with clause 18.

Contact Information

Questions, notices, and requests for refunds or further information should be sent to TransfaPay, as follows:

online at <https://www.transfapay.co.uk/contact-us/>

by email to [email address]