

TERMS AND CONDITIONS

As used in our Terms and Conditions, the terms:

"Prohibited purpose" means any unlawful purpose; the purpose of making or receiving payment for gambling services, gambling chips or gambling credits; the purpose of making or receiving payment for banking or other financial services; or the purpose of sending a payment to yourself as the recipient;

"Recipient" means the person identified as the beneficiary of a money transfer (whether that money transfer is initiated by a sender using the Service or by a person using another money transmission service);

"Sender" means the person who initiates the carrying out of a money transfer by using Service;

"Authorised Person" is a person who is formally and properly empowered to act on behalf of a Sender.

"Transaction" means each money transfer that you initiate, and each other use that you make of, the Service;

"We", "our" or "us" means LCC Trans-Sending, Ltd., which is a company incorporated under the laws of England and Wales and whose registered office is at Units 3-4 Sycamore Court, 168-170 Bermondsey Street, SE1 3TQ London.

"Service" means any or all of the services for money transfer which are made available by us;

"Site" means the website operated by us to provide online money transmission services and related information facilities;

"Terms" means the terms and conditions as described in this document;

"UTN" means the unique transaction number which will be issued to you and which the recipient will be required to provide in order to authorise us or our agents to make payment to the recipient; and

"You" or "your" means any person who uses the Site or the Service, whether as a sender or as a recipient.

"Business Day" means official working hours excluding weekends and public holidays.

"Value Date" means the date on which a transaction actually takes place.

"Payment order" means the instruction to transfer funds sent via paper and/or electronic means.

All references in Our Terms (unless otherwise stated) (a) to a person or persons shall include any natural person, company, firm, partnership, trust, public body or other organisation; (b) to "clauses" are to clauses of Our Terms; (c) to any legislation (including statutes, statutory instruments, statutory provisions or regulations) shall include them as amended or re-enacted from time to time; and (d) made in the singular shall include the plural and vice versa.

1 MONEY TRANSFERS - OUR OBLIGATIONS

1.1 Before agreeing to undertake a transaction we will provide you with a draft contract or payment order which, together with these Terms, will set out the information which we are obliged to provide to you"

- (a) The maximum total fee that the Sender will be charged by us, together with a breakdown where applicable. If we believe that person to whom you send the money may also have to pay a fee, then we will tell you;
- (b) An indication of the exchange rate that we will apply to your transaction, or the reference exchange rate upon which the actual exchange rate will be based. If a further exchange rate may be applied we will tell you to expect this;
- (c) Information on where the person should collect the money from and what they have to do, if it is to be made available in cash;
- (d) An indication of the maximum time that it will take for the transaction to be completed – i.e. the time until funds will be available to the person to whom you are sending the money;
- (e) Information on cancellation procedures and any charges for cancelling or amending a transaction;
- (f) In relation to any Money Transfer that we have agreed to perform for you:
 - (a) if we are in receipt of your onward payment instructions by the Value Date and time we specify, as soon as practicable after the Value Date (or, if

the Value Date is not a Business Day, as soon as practicable after the first Business Day following the Value Date); or (b) if we are not in receipt of your onward payment instructions by the Value Date and time we specify, as soon as practicable after we have received your onward payment instructions, but you should be aware that it can take more than 5 (five) Business Days for the funds to clear, depending on local banking arrangements.

- (g) The information the Sender needs to provide in order for the transaction to be executed
- (h) Details of our company name and registered office address and, if the Service is being provided from a branch or agent, the address and contact details of that branch or agent

1.2 Upon completion of a transaction we will provide you with the following in writing:

- (a) A transaction reference number that is unique to your payment;
- (b) Confirmation of the exact amount we are sending for you;
- (c) The charges or fees that you have paid to us for this service, together with a breakdown where applicable;
- (d) The amount of the Transaction in the currency used in the payment order;
- (e) The amount of the Transaction in the currency in which the Recipient will receive the money;
- (f) The date on which we received the payment order from the Sender;
- (g) The exchange rate that has been applied to your transaction;
- (h) Information on where the person to whom you are sending the money can collect it or confirmation of the bank to which the money has been sent;
- (i) When the money will be available for the person to whom you are sending it and whether this timescale is definite or the best estimate that we can make;
- (j) In the case of cash collections, what the beneficiary has to do in order to collect the money;
- (k) The procedure to follow if you have a need to query this transaction. We will advise you how long it will take us to provide an answer or an update.

1.3 Upon completion of a transaction we will provide to the Recipient the following information:

- (a) A transaction reference number that is unique to the payment;
- (b) The amount of the transaction in the currency in which the Recipient will receive the money;
- (c) The charges or fees which have been paid or are to be paid, together with a breakdown where applicable;
- (d) The exchange rate used and the amount of the payment before it was applied;
- (e) The credit value date.

1.4 Our agreement with you is that we will take reasonable care to provide the Service. As such, we agree to provide you with the money transfer services and the related information facilities made available from time to time by us.

1.5 We do not accept any responsibility to you for:

- (a) the goods or services which you pay for by using the Service;
- (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 access service provider or caused by any browser or other software which is not under our control;
- (d) viruses caused by third parties;

1.6 We have no obligation to you to initiate or perform a money transfer or other transaction as part of the Service if:

- (a) we are unable to obtain satisfactory evidence of your identity;
- (b) we have reason to believe that the transaction message is incorrect, unauthorised or forged;
- (c) you provide us with incorrect or incomplete information or if your send order is not given to us sufficiently in advance to allow for timely provision of the requested transaction, and we do not accept any liability for damages resulting from non-payment or delay in payment of a money

transfer to a recipient or failure to perform a transaction under the Service by reason of any of these matters.

- 1.7 The information the Sender needs to provide in order for the transaction to be executed:**
- (a)** Sender's full name, address, date of birth, phone number, nationality, occupation, Identification (passport or drive licence) for transactions that are equal or greater than £ 900, and proof of source of money for transactions equal or greater than £ 5000 per month.
 - (b)** Beneficiary's full name, phone number, account number, bank name.
- 1.8** We may refuse to provide the Service (in whole or in part) to you if we understand that you don't have enough information to follow the regulatory or governmental authority.
- 1.9** We may suspend the operation of the Service in whole or in part if, in our absolute discretion, we consider it appropriate to do so by reason of any circumstances beyond our control. We undertake that if the Service is interrupted (whether by us, any third party service provider or otherwise) for any reason we will take reasonable care to minimise the duration of any interruption. Provided we comply with this undertaking, we shall not be liable to you for any loss or liability which may be suffered or incurred by you as a result of any such interruption, even if caused by our negligence, except where any such interruption is caused by our fraud.
- 2 MONEY TRANSFERS - YOUR OBLIGATIONS**
- 2.1** You agree to pay our charges for each money transfer or other transaction which you initiate or request under the Service. Before we can perform any of Our Services for you, you must register with us. In order to complete your registration, you must provide us with all the details we require from you, including details relating to your identity and proof of address and any other information we may require from you to enable us to complete our anti-money laundering procedures.
- 2.2** You will promptly supply us with all information and documentation which we may ask you for at any time to enable us to comply with any legal requirements on us relating to our Services, including as required by the Money Laundering Regulations 2007.
- 2.3** You may authorise another living individual to provide us with instructions on your behalf. In these circumstances, we will treat the instructions of the Authorised Person as if they came from you.
- 2.4** You are responsible for the completeness and accuracy of all information you provide to us at any time, including any in your request and your nominated account details. You must always provide us with instructions, and make sure any authorised person provides us with instructions, in the English language.
- 2.5 You acknowledge and agree that:**
- (a)** when you register with us or submit a send order, you will provide us with true, accurate, current and complete information and sign the receipt to confirm it;
 - (b)** you will maintain and promptly update such information to keep it true, accurate, current and complete;
 - (c)** you will not use the Service for or in connection with any prohibited purpose;
 - (d)** you will not initiate a money transfer or other transaction under the Service in breach of these Terms and Conditions or any other restriction or requirement of use described on the Site; and
 - (e)** You are responsible for the security of the UTN.
- 2.6** You acknowledge and agree that information about you, and the services we provide to you are confidential, however may be provided by us from time to time to regulatory or governmental authorities, bodies or agencies where we are required by law to do so.
- 2.4** All information must be kept in our data base for up 5 years.
- 2.7** All currency converted under the Service is converted at our rate of exchange.
- 2.8** You will be liable to us for all losses which we suffer or incur relating to any fraud or fraudulent activity by you at any time.
- 3 CANCELLATION AND REFUNDS**
- 3.1** You have the right to cancel orders up to the time at which payment has been made to the recipient. You may exercise this right by:
- (a)** telephoning us on 020 7378 1100;
 - (b)** writing to us at Units 3 -4 Sycamore Court, 168-170 Bermondsey St, SE1 3TQ;
 - (c)** sending us a fax to 020 7378 1220; or
 - (d)** e-mailing us at customerservice.uk@smallworldfs.com
- We will accept any notice which indicates, in whatever form of words that you wish to cancel your agreement with us.
- 3.2** If you exercise your right to cancel under clause 3.1 after you have sent a money transfer order to us, we will reimburse any payments which you made to us before cancellation, but:
- (a)** We will not reimburse you if we have paid the money transfer to the recipient before we receive your notice of cancellation.
 - (b)** We may make a cancellation charge if the reason for the return of the money is not caused by our part, only the net value of the transfer will be reimbursed. We will keep the commission previously charged. Reimbursed cannot exceed 10% of the total value of the payment including commission. If we can not complete de transfer for any reason, we will immediately contact you in order to make the reimbursement.
- 3.3** Your right of cancellation under laws relating to contracts is in addition to your right as sender upon request to us (by using any of the methods described in clause 3.1 above) to receive a refund of the principal amount of a money transfer (at our exchange rate applicable at the time the refund is made) if payment is not made to the recipient within 45 days.
- 3.4** If the beneficiary does not collect their transfer within 13 months, then all rights of cancellation or refund of the money transfer or commission will be waived.
- 3.5** If you made a deposit in our bank account and failed to identify or place the transaction relating to that deposit within 30 days, then all rights of cancellation or refund of the money transfer or commission will be waived.
- 4 CHEQUE CASHING**
- 4.1** We are a member of the BCCA - British Cheque Cashers Association; we follow their Operational Code of Practice and money laundering prevention guidelines.
- 4.2** To be able to use this service, you must provide proof of signature, proof of address, photo identification, full name, primary address and landline phone number of the person or business which issued the cheque, payslip or document attached to the cheque (if applicable). If this was a business, then details of the person in charge must be provided.
- 4.3** The cheque will paid immediately once clause 4.2 is completely satisfied, but with a maximum amount of £500 per week, on the basis that the cheque is not older than 180 days and has no mistakes.
- 4.4** If the cheque does not fulfil the conditions in clauses 4.2 and 4.3, the cheque must be left to be clear in the bank for 10 working days.
- 4.5** We only cash salary cheques; other kind of cheques must get approval from our compliance department before being cashed. Regardless of the amount, all cheques that are not salary cheques must be kept for 10 business days to be allowed to clear.
- 4.6** We not accepted cheque from third parties. A cheque can only be paid to a person whose name is shown on the cheque and after valid identification as per clause 4.2.
- 4.7** All information is confidential and will be recorded in our database for 5 years and can only be used by our correspondents for internal checks and/or in the interest of customer security.
- 4.8** If a cheque is unpaid under any circumstances, the administration fee will be £10.00. If we cash a cheque returned later by the bank as unpaid, the client will have full responsibility to return the money to us.
- 4.9** You must sign a copy of the receipt with the details of the cheque, describing the date that the cheque will be cleared, amount received, commission charged and a reminder to bring your ID.
- 4.10** When you cheque a cash with us, you agree that you accept all mentioned conditions.
- 5 SECURITY**
- 5.1** Upon making a send order through the Service we will issue you with a UTN. In order for us to authorise payment to a recipient, the recipient must provide us or our pay-out agent with the following:
- (a)** photographic identification (such as a passport or identity card);
 - (b)** the exact amount of the principal amount of the send order; and
 - (c)** the UTN relating to the send order.
- 6 LIABILITY**
- 6.1** We will refund to you any benefit which we receive as a result of any breach of our agreement with you or other wrongdoing (this means

that, for example, where a money transfer has failed in such circumstances we will refund to you the principal sum and the service charge).

6.2 If you or a recipient suffers any loss we will only accept liability for that loss up to a limit which is the greater of: (a) the amount of any service charge; and (b) £250, unless otherwise agreed by us in writing. Our liability only limits a claim for loss arising out of any single transaction or related transactions, or (if a loss does not arise out of a transaction or transactions) any single act, omission or event or related acts, omissions or events. We do not, in any event, accept responsibility for any failure to perform your instructions as a result of circumstances which could reasonably be considered to be outside our control.

6.3 Nothing in this clause 5 shall (a) exclude or limit liability on our part for death or personal injury resulting from our negligence; or (b) exclude liability for our fraud.

6.4 We are not liable to you for any loss or damage which you may incur:

- (a) as a result of any breach by you of any of the provisions set out in clauses of these Terms and Conditions
- (b) Legal requirements on us, including for Money Laundering,

6.5 Your relationship is with LCC Trans-Sending Ltd. only. You agree that no affiliate or agent of LCC Trans-Sending owes you any duty of care when performing a task which would otherwise have to be performed by LCC Trans-Sending under its agreement with you.

6.6 We are not liable under the Contract to any person except you and are not liable for any loss or damage whatsoever caused to any person other than you.

7 TRANSFER OF RIGHTS

7.1 We have the right to transfer our rights and/or responsibilities under our agreement with you to an affiliated company, or any third party, at any time without your consent unless such transfer would reduce your rights and/or remedies or increase your responsibilities and/or liabilities under your agreement with us. You may not transfer your rights and/or responsibilities under your agreement with us without our prior written consent.

8 THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the agreement between us and accordingly nothing in it shall be directly or indirectly enforceable by any third party.

9 CIRCUMSTANCES BEYOND OUR CONTROL

We are not liable to you if we are unable to perform any of our obligations to you or our performance of any of our obligations is delayed due to any circumstances outside of our reasonable control, including (without limitation) any industrial action, labour dispute, act of God, fire, flood or storm, war, riot, civil commotion, siege, security alert, act of terrorism or any resulting precautionary measures taken, act of vandalism, sabotage, virus, malicious damage, compliance with any statute, statutory provision, law, governmental or court order, the actions or instructions of the police or of any governmental or regulatory body which authorises us to perform Our Services, cut or failure of power, failure of equipment, systems or software or internet interconnectivity or the occurrence of any extraordinary fluctuation in any financial market that may materially adversely affect our ability to perform the Trade or your ability to fund the Trade. If any of these circumstances occur then the Contract shall be suspended for the period during which they continue or, at our discretion and in order to protect both you and us, we may terminate the Contract.

10 CONFIDENTIALITY

10.1 We respect the privacy of the affairs of all our customers and always aim to treat customer information as confidential and to use customer information in confidence.

10.2 We will not treat customer information as confidential where it is already public knowledge or where it becomes public knowledge through no fault of our own.

10.3 We may disclose customer information if we are required to do so by law, by a court, by court order, to meet any statutory, legal or regulatory requirement on us, or by the police or any other law enforcement agency in connection with the prevention or detection of crime or to help combat fraud or money laundering.

11 MONEY TRANSFER AND THE PAYMENT SERVICES REGULATIONS

The Payment Services Regulations 2009 (SI 2009/209) ("the Regulations") govern the transfer of money to recipients within the European Economic Area (being all members states of the European Union, together with Norway, Iceland and Liechtenstein), where the transfer of funds is carried out in Euros, Sterling or the currency of another EEA state which has not adopted the Euro as its currency. The Regulations set down some rules applicable where we are requested to send on funds after the completion of a Transaction. We can provide you with further details of these rules should you require them.

12 ADDITIONAL INFORMATION RELATING TO A MONEY TRANSFER

The information we are obliged to provide to you is set out at clauses 1 and 2 of these Terms. If you ask us to provide you with any information or materials which we are not required to provide under the Regulations, we may ask you to pay us a fee to cover our costs of providing them to you. If you do ask us to do this, then we will advise you of any fee that may apply.

13 COMPLAINTS

We value all our customers and take our obligations seriously. We have established internal procedures for investigating any complaint that may be made against us in relation to any Money Transfer. In accordance with our complaints procedure, any complaint you may make relating to any Money Transfer must be made or confirmed to us in writing to Head of Client Services at LCC Trans-Sending Ltd, 168-170 Bermondsey Street, London SE1 3TQ or by electronic message to customerservice.uk@smallworldfs.com. We shall investigate your concerns and respond to you promptly. If you are still dissatisfied following our response to any complaint, you may have a right to refer your complaint concerning the Money Transfer to the **Financial Ombudsman Service**, South Quay Plaza, 183 Marsh Wall, London E14 9SR. If you would like further details of our complaints policy relating to Money Transfers please contact our Head of Client Services.

14 NOTICES

14.1 Where any notice is required by Our Terms to be given in writing, it must be written in the English language and:

(a) Where it is to be given by you, it must be sent by email to customerservice.uk@smallworldfs.com or by post to Private Client Services at LCC Trans-Sending Ltd, 168-170, Bermondsey Street, London SE1 3TQ.

(b) where it is to be given by us, it must be sent by email to the last email address which we hold for you or by post to the last postal address we hold for you, or to such other email or postal address in the United Kingdom which you tell us to use by notifying us in advance in writing in accordance with the provisions of this clause. Any notice sent by email will be treated by you and us as being received on the first Business Day coming after the day on which it was sent and any notice sent by post will be treated by you and us as being received on the second Business Day coming after the day on which it was posted.

15 GOVERNING LAW

Our agreement with you is governed by English law. We both agree that any dispute, claim or other matter relating to the Service will be dealt with by the English courts only.

LCC Trans Sending Limited is a company incorporated and licensed under the laws of the United Kingdom, engaged in the provision of Payment Services with its Head Office located at: 168-170 Bermondsey Street, London SE1 3TQ.

Email: customerservice.uk@lccmt.com

www.lccmt.com

Tel: +44 (0) 20 7378 1100

Fax: +44 (0) 20 73781220

The company is established in the UK with company number 04363859 and is a money service business registered with HM Revenue and Customs No. 12113760.

LCC Trans-Sending Ltd is authorised by the Financial Services Authority under the Payment Services Regulations 2009, registration number 504482 for the provision of payment services.