

## **TERMS AND CONDITIONS**

### **1. Introduction**

- a) These Terms and Conditions, along with the terms on the online forms used in connection with Tranzfar.com; online Service to which these Terms and Conditions may be included, constitute the entire agreement ("Agreement") between us and you, the individual sender of the online Service ("you" or "Sender").
- b) These Terms provide that all disputes between you and TRANZFAR will be resolved in line with Tranzfar's Complaint Policy (<https://www.tranzfar.com/complaint>).
- c) This Agreement and the Tranzfar Service allows you to send an online money transfer (a "Transfer") to the person named on the online form (the "Recipient") and allows them to receive into their bank account. It allows you to send mobile airtime to recipient mobile numbers. It allows you to operate a UK bank account for personal purposes as well as to facilitate the purchase of an insurance policy for your intended beneficiary. These terms and conditions apply to these services except where we say they apply to only one of them.
- d) You would need to set up a "Profile" to use the Tranzfar.com Online Service. However, to set up a Profile, you will be required to enter your personal information, a "User ID" (which is your email address and is used for identification purposes and to login to your Profile) and a password. For any consecutive transfers, you can use your existing Profile using your User ID and password to login. All information provided by you shall be stored in your Profile and shall be maintained by us or our "Service Providers" (any company or companies engaged by us or our contractors to provide the Tranzfar.com Online Service) based upon the information supplied by you.
- e) By using, or attempting to use, the Tranzfar.com Online Service in any capacity, you are acknowledging that you (i) accept the terms of this Agreement and (ii) have read all terms relating to the Transfer and all information as described in the online form (iii) agree to be bound by all policies made available on the webpage/mobile application of Tranzfar Online Services. You must indicate your consent to this Agreement by ticking both the Terms and Conditions box and the "SUBMIT" button and ensuring all sections have been fully and accurately completed. If you do not, we may not be able to send the money. You must call us if any of the information you provide changes before the Recipient collects or receives the money.
- f) You cannot send a Transfer on behalf of a third party.
- g) We do not offer our services in all countries. You can call us or visit our website to find out the availability of our services and addresses and opening times of locations offering the services.
- h) We may communicate with you electronically (for example, by email) unless we are required by law or regulatory requirements to communicate in another way. If you do not wish to receive communications electronically, you may not use our Tranzfar.com Online Service.
- i) You agree to promptly update your records if your email address or other contact information in your Profile changes (otherwise we may write to you using an old address). Follow the instructions on our website to update your Profile.

### **2. Using the Tranzfar.com Online Service**

- a) You agree to use the Tranzfar.com Online Service only for bona fide and lawful purposes. You may not use the Tranzfar.com online Service to conduct gambling activities or any illegal activity. We have the right to terminate your Profile and to stop (or reverse) any Transfer if we reasonably believe, you or the Recipient are using the Tranzfar.com Online Service for any illegal or gambling purposes or if:
  - i. your debit or credit card payment is blocked or reversed;
  - ii. the Transfer would be unlawful or break this Agreement. You agree that neither Tranzfar.com nor any Agent or Service Provider will be held responsible or liable to you or any other person for such action except as required by law or regulatory requirements.
- b) We may report suspicious activity to appropriate law enforcement organizations or other government agencies.

### **3. Charges and Currency Exchange**

You must pay us the fee stated in the online form. We will not charge you any other fee for the Transfer. For each Transfer you initiate, you authorize us (or anyone authorised by us) to take payment from your debit or credit card for the Transfer amount, plus a fee, calculated in accordance with a Tranzfar.com produced schedule, that shall be charged to you for initiating the Transfer (the "Consumer Fee"). Please note that in addition to the Consumer Fee applicable to a Transfer, a currency exchange rate may also be applied.

When adding a card to your Tranzfar account, the financial institution that provides you with your debit/credit card is mandated to confirm that the details you inputted on your Tranzfar profile are the same as the details they have of you. You hereby consent that the financial institution should debit from your account the minimal charge for verifying these data.

If paying by credit card, your credit card will be charged as soon as we accept your request for the Transfer. If you are paying by debit card and there are insufficient funds in your account, your financial institution may charge you a fee and your bank may also allow the payment by way of an unauthorised overdraft on your account and charge a fee and interest.

The financial institution that provides you with your debit or credit card may impose fees in connection with your payment for a Transfer. Fees imposed by your financial institution or by any other person not directly a party to the Transfer, such as the Recipient's financial institution, will not be reflected on the webpage containing information regarding the Transfer that you can print ("Receipt") for your Transfer. In addition, it is possible that other taxes or costs may apply to the transfer that is not imposed by us or paid through us.

If a transfer is not authorised by you, we will immediately issue a refund unless one or more of conditions (a), (b) or (c) below apply. You will not be responsible for the Transfer unless: (a) it can be proven that you have acted fraudulently; (b) you did not tell us that your Profile security details (including username and/or password) had been or might be misused before the payment was made, and it can be proven that you have been grossly negligent in not keeping those details safe or you deliberately did not keep them safe; or (c) you have failed to keep your Profile security details safe without being grossly negligent, and in this case you will only be responsible for the first £50 of costs and losses arriving before you tell us about the unauthorised transaction.

If you are not liable for payment, and we cannot collect it from your debit or credit card, or the payment is reversed, we will have no further liability to you. You can only send money in a certain currency or currencies. The calculator (which you can access before each Transfer and at any time before you confirm the Transfer) will specify which payout currency is available in the Receive Country and (if different to the currency in which you pay us) what exchange rate will apply. Your chosen currency, the agreed exchange rate and the converted amount will be stated in the online form.

#### **Restrictions on Transfers**

There are limits on the amount you are able to send. We will, as necessary, tell you what they are. We may refuse to send the money or allow it to be collected if we reasonably believe that: (a) by doing so we might break any law, regulation, policy, code or other duty that applies to us; (b) doing so may expose us to action from any government or regulator; or (c) it may be linked with fraudulent or illegal activity.

Unless the law prevents us, you can call us to tell you the reasons for our refusal and how you can put right any errors that led to our refusal. If you prefer (and the law allows), or if the law requires, we will return the money to you.

#### **Cancelling and Refunding a Transfer**

We will pay the Receive Amount to the Recipient in accordance with your instructions unless you notify us otherwise. If you wish to cancel this Agreement for a Transfer, you can call us or contact us via our customer service contact lines and request a refund of the Transfer amount provided we have not processed payment to the recipient account as per your instruction. We aim to process such requests promptly but in any case within 20 working days.

If you cancel this Agreement, we will generally reimburse any payments which you made to us before exercising your right of cancellation, but: (a) we may not reimburse the Consumer Fee as a reflection of the costs already incurred by us except when the cancellation is due to an error by Tranzfar or (b) we will not reimburse you if we have paid the Receive Amount to the Recipient before we get your notice of cancellation.

#### **Receiving a Transfer**

A transfer made in conjunction with the initial application for a Profile will be delayed until your identity and funding information has been fully confirmed by Tranzfar.com

Due to circumstances beyond our control such as exchange control regulations of the receiving country, transfers to certain destinations may be subject to delay or to restrictions imposed under the laws of the Receive Country.

Our guarantee is for money to take no longer than 24 hours to be sent. Tranzfar will aim for your transaction to be sent within the hour of which the funds were initially transferred when sent within working hours.

Please note that money sent on the weekend and on public holidays are not subject to this guarantee, due to limited banking service in the receiving country.

Tranzfar will send your payment as stated herein, but Tranzfar shall not be responsible for the recipient bank's capacity to receive funds processed pertime.

### **5. Conditions for online to account Transfers**

- a) The account provider (e.g. receiver bank or financial institution) will receive the money within two business days (where payment is made on a business day) after you asked us to send it. Where payment is made on weekends or public/bank holidays, the account provider (e.g. receiver bank or financial institution) will receive the money within four business days after you asked us to send it. The account provider is required by law to

put the money into the Recipient's account as soon as it receives it.

- b) Where a transaction is being disputed, upon request, Tranzfar can share proof of sending money to the recipient bank to justify making the payment. Where such is done, the onus is on the receiver and its bank to prove that payment was indeed not received by the bank.
- c) If you ask us to send money to an account and the transfer was not made properly or never arrived, we will promptly refund your money and our fee – unless we can show that the account provider received the money or that there was a mistake in the Recipient's account details that you gave us.
- d) **Records of Transfers**  
If you have created a Profile, records of your Transfers will be posted in your Profile section of our website. You may access the record at any time by logging into your account.

#### 6. Airtime Top-Up

- a) The airtime top-up service allows customers to send airtime to recipient mobile numbers for use by the mobile number user.
- b) To purchase phone airtime, you must ensure you input the correct recipient phone numbers (including country codes). You agree that where you have provided a wrong phone number, Tranzfar would not be able to process and send airtime to the number provided.
- c) You have the burden to input the number you wish to send airtime to. However, Tranzfar shall not be liable where you provide the wrong number and airtime is successfully sent to the number you provided.
- d) Airtime payments are usually processed within 24 hours. You agree that where a wrong number has been provided, Tranzfar shall not be held for delays to processing such transaction.
- e) You agree where you provided a wrong or incomplete number to be credited and such transaction fails, you shall provide Tranzfar with a complete number to send the airtime to. Tranzfar shall not be held liable for delay or failure of such transaction.

#### 7. Insurance

- a) This service allows you to send money to an insurance provider in another country to purchase an insurance policy for a beneficiary in the said country.
- b) You agree to provide adequate and valid information about your beneficiary to enable the insurance provider to adequately contact and communicate with the beneficiary in relation to the policy.
- c) You agree that Tranzfar shall not be liable for any defect to the insurance policy or coverage. Any complaint relating to the policy and insurance cover shall be taken up with the insurer.

#### 8. Freedom Account

- a) **About your Freedom Account**
  - i. Your Freedom Account allows you to hold, send or receive electronic money/payments.
  - ii. The electronic money held on your Freedom Account does not expire other than when your account is closed,
  - iii. The electronic money held on your Freedom Account will not earn any interest.
  - iv. You may withdraw money from your Freedom Account at any time subject to certain conditions.
  - v. Certain limits may be placed on your Freedom Account depending on your country of residence, verification checks or other legal considerations. Please contact our customer service team if you have any questions about these limits.
  - vi. The electronic money held on your Freedom Account belongs to the person or legal entity which is registered as the Freedom Account holder.
  - vii. No user other than yourself is allowed to operate your Freedom Account on your behalf.
- b) **Receiving money on Freedom Account**
  - i. **You can receive money into your Freedom Account.** You can receive money into your Freedom Account using methods which we support from time to time.
  - ii. **The money received is shown in your Freedom Account.** Any money you receive into your Freedom Account will be recorded in the transaction history section of your Account.
  - iii. **The money received may be subject to reversal.** You acknowledge that the money received in your Freedom Account ("Received Amount") may be subject to reversal and you agree that we may deduct the Received Amount from your Freedom Account if it was reversed by the person who paid you the Received Amount or any relevant, financial institution or payment services provider.
- c) **Pay-in Methods.** To upload money into your Freedom account, you need to log in to your Tranzfar Account and follow the steps as they appear on the screen. We are not responsible for the money you have uploaded until we have received them. You may be presented with one or more methods of upload for example, bank transfer, credit cards or debit cards (in this Agreement, we will call these methods "**Pay-in Methods**"). The number of Pay-in Methods made available to you will depend on a number of factors including where you live and your verification status with us. Pay-in Methods are not part of our Services, they are services provided by third parties for example, the card provider which issued you with your credit/debit card. We cannot guarantee the use of any particular Pay-in Method and may change or stop offering a Pay-in Method at any time without notice to you.
- d) **Subscription:** Subscription: You will be required to pay a subscription fee to hold and operate a Freedom account. The subscription fee could be monthly, quarterly, or annually. In the scenario that your subscription expires, you will retain the use of the Freedom account and receive payments at a cost per transaction. Existing standing orders and direct debits will be processed at a cost per transaction. You will not be able to set-up new payments, standing orders, and direct debits until you take up a new subscription.  
  
You can subscribe to the "Basic" freedom account plan. The basic plan is for a fixed term of 1 year. With the basic plan, you are not required to pay for the subscription. However, you are to pay and retain a sum of £150 to continue using the basic subscription for the 1-year period. The £150 sum is refundable to you at the end of the 1-year period after which the plan expires. To continue using the account after a 1-year period, you need to retain the £150 for another period.
- e) **Payment instrument must be in your name.** Any payment instrument (for example, the credit card or debit card) you use with your chosen Pay-in Method must be in your name.
- f) **Purpose:** You agree that the freedom account shall only be used for personal payment purposes. You agree to always state the purpose of each transaction relating to your freedom account. You agree that Tranzfar can investigate the usage of your account and take decisive action where such purpose is found to be illegal, or contrary to the stated purpose and Tranzfar policies.
- g) **Upload limits on your Freedom Account.** For legal and security reasons, we impose limits on how much you can make into and out of your Freedom Account.
- h) **Market Rate:** You agree and accept all the risks associated with maintaining balances in multiple currencies including any risks associated with fluctuations in the relevant exchange rates over time. You agree that you will not use our Services for speculative trading.
- i) **Account closure:** Your account can be closed where it is being used for illegal purposes or where your activities as a person/entity and in relation to the account are contrary to Tranzfar's business policies and relevant laws and regulations.

Where your Freedom account has been closed for the purposes identified above, you agree that your subscription will be terminated and you shall forfeit your subscription plan including any sum deposited for the use of the "basic" plan.

#### 9. Your Liability

You should regularly check for information about Transfers on your credit or debit card statements, (and, if you hold a Profile, on our website) and you must contact us AT ONCE at the contact details given in condition if you need to query any Transfer made through the Tranzfar.com Online Service. If you call us, we may ask you to follow up with details in writing within 20 working days.

#### 10. Our Liability, Limitations

- a) This Agreement constitutes the entire agreement between you and us regarding the use of the Tranzfar, and supersedes any prior agreements between you and Tranzfar to the extent that they might otherwise apply to the Tranzfar. Otherwise, any such other agreements remain in full effect in accordance with their terms.
- b) If you believe a Transfer was not made properly or did not arrive, you must call or write to us as soon as you reasonably can inquire into the status of the Transfer. We will not refund money to you if you unduly delayed telling us about the problem and in any event told us more than 3 weeks after instructing us to send the money.
- c) We are not liable to you for more than the amount of money you send and our fee. We will not be liable for any incidental, indirect, special or consequential losses or costs you suffer or, as this Agreement is made with you as a consumer, any business losses or costs (such as loss of business profits or opportunities).
- d) Our Tranzfar.com Online Service is for persons 16 years and over and may not be used for escrow or trust or gambling purposes and may only be used for a lawful purpose. Please also read the fraud warnings on the form. If you ask us to pay someone who turns out to have defrauded you, or who fails to meet their obligations to you, we will not be liable as a result.

- e) A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce this Agreement.
- f) Nothing in this Agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent that we are unable to exclude or limit it by law.

#### 11. General Information

- a) This Agreement constitutes the entire agreement between you and us regarding the use of the Tranzfar.com Online Service, and supersedes any prior agreements between you and Tranzfar.com to the extent that they might otherwise apply to the Tranzfar.com Online Service. Otherwise, any such other agreements remain in full effect in accordance with their terms.
- b) We will report money transfers to any government authorities if we are required to do so by law.
- c) If a Transfer was not made properly or never arrived, we will investigate and do what we can to find the destination of the money (and call or write to tell you of the outcome) if you ask us to. Where there was a mistake in the Recipient's details you gave us, we will make a reasonable effort to recover the money.
- d) English law applies to this Agreement (and to our dealings with you with a view to entering into this Agreement) and the English courts shall have exclusive jurisdiction for any disputes. In the event of any conflict between the English version of the Agreement and any translated version of the Agreement, the English version of the Agreement shall govern, and we will communicate with you in English.

#### 12. Termination or Suspension of Profile

- a) We may, without notice (except as required by law) and without liability to you, terminate or suspend your access to the Tranzfar.com Online Service at any time, including without limitation, if:
  - i. you attempt to Transfer or charge funds from an account or bank card that does not belong to you or from an account that does not have sufficient available funds or has expired, or if you are paying by credit card, there is an insufficient available line of credit;
  - ii. your financial institution attempts to chargeback a Transfer on the basis of a dispute related to a Transfer;
  - iii. you provide incorrect or false information about yourself, your debit or credit card details or about a Recipient;
  - iv. you attempt to tamper, hack, modify or otherwise corrupt the security or functionality of the Tranzfar.com Online Service;
  - v. we receive conflicting claims regarding ownership of, or the right to withdraw funds from a debit or credit card account;
  - vi. you have breached a term or condition of this Agreement, or any representation or warranty that you make under this Agreement is false;
  - vii. we determine that your Profile is inactive;
  - viii. we believe that the Transfer may expose us to action from any government or regulator. We may without liability to you, terminate or suspend your access to the Tranzfar.com Online Service at any time and for any reason by giving you 30 days' notice.
- b) To close your Profile, contact Customer Service through the Website. If we close your Profile for any reason, we may, in our sole discretion, cancel your pending Transfer requests.
- c) **You should withdraw your money within a reasonable time.** At the time of closure, if you still have money in your Freedom Account, you must withdraw your money within a reasonable period of time. After a reasonable period of time, you will no longer have access to your Freedom Account, but you can still withdraw your money by contacting **Customer Support**. You have the right to do this for a period of 5 years from the date your Freedom Account is closed.
- d) **You are responsible for your Freedom Account after closure.** You agree that you will continue to be responsible for all obligations related to your Freedom Account even after it is closed.

#### 13. Data Protection and Privacy

- a) We may process your and the Recipient's personal information and the details of your Transfer on our systems in order to provide you and the Recipient with the Tranzfar.com Online Service and to prevent fraud. We may also obtain information about you from reputable reference sources as part of verification processes and other servicing of your relationship with us (including market research, special promotions, and sending you information about our services) as permitted by applicable law. You warrant that you have the Recipient's consent to share his personal information with us.
- b) We may, for the above purposes, share the collected personal information with our parent, affiliates, agents, or service providers, any of whom may be in a country other than your own. We will not share the information with anyone else except as permitted or required by law or regulation.
- c) You may request access to your personal information, ask for the information to be corrected or updated, or withdraw your consent for marketing use at any time by e-mailing us at: [ask@tranzfar.com](mailto:ask@tranzfar.com)
- d) Please allow at least 4 weeks for processing of your request.
- e) By completing the online form, you agree to our collection, use and Transfer of your and the Recipient's personal information for the above purposes, including Transfers to the Receive Country. Our Privacy Statement describes how we collect, protect, use and disclose your personal information and is available at [tranzfar.com](http://tranzfar.com)

#### 14. Intellectual Property Rights

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#### 15. Regulatory Supervision

Tranzfar is regulated in several jurisdictions and by using the service you agree to be bound by the regulation or laws of these jurisdictions in any way it may relate to any transaction you undertake. The jurisdictions under reference are:

- Australia,
- Canada,
- The European Union
- New Zealand
- United Kingdom
- United States of America: (In the United States, the current governing jurisdiction is the State of Montana).  
*Merchant Business address is 5 West Mendenhall Street, Suite 202, Bozeman, MT 59715, Gallatin County, Montana*

#### 16. Changes to the Terms

We may revise and update these Terms from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Sites thereafter. Your continued use of the Sites following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.