

## Terms & Conditions

THE FOLLOWING DEFINITIONS APPLY TO THIS AGREEMENT, HEREINAFTER REFERRED TO AS THE “USER AGREEMENT”.

1. Glo Currency is the trading name of Global Currency Travel and Tours LTD.
2. a) The terms “Glo Currency”, “we”, “us”, and “our” refer to Global Currency Travel and Tours LTD, a United Kingdom registered company, together with its employees, directors, successors, affiliates, and assignees.  
b) A “Transaction” is a remittance payment instruction received by Glo Currency through the website.  
c) The terms “you” and “your” refer to users of the Service who originate (“Sender”) or receive (“Recipient” or “Beneficiary”) remittances, or visitors to this website.  
d) The “Destination Country” is the country in which the Recipient receives money through the Service.  
e) The “Transaction Amount” is the amount of the Transaction that the Sender intends for Beneficiary to receive and excludes all transaction charges and fees applied by Glo Currency and any foreign exchange conversion that may apply.  
f) The “Service Fee” is the amount owed to Glo Currency in consideration for funds transfer services provided.  
g) The “Foreign Exchange Conversion” is the process by which Glo Currency converts British Pound or other currency in which a Transaction is originated into the local currency in which the Beneficiary will receive the Transaction Amount.

The Service enables you to send money abroad from the United Kingdom to a Beneficiary of your choice worldwide.

### SERVICE AVAILABILITY AND RESTRICTIONS

1. Our rights: Glo Currency, in its sole discretion, reserves the right to accept or reject any Transaction.
2. Your Eligibility: To use the Service you must be at least eighteen (18) years old and be capable of executing legally binding contracts under applicable law. Additional restrictions may apply.
3. Service Availability Restrictions: The Service may not be available in whole or in part in countries, and jurisdictions.
4. Funds Restrictions: You represent that all funds associated with the Service, including any Service Fees or Transaction Amounts are derived from, and will be used solely for, legitimate activities.
5. You understand and agree that use of funds derived from illegitimate activities and/or intended to be used for illegitimate purposes, including financing of terrorist acts is strictly prohibited and will negate any obligations on the part of Glo Currency.

6. Your names, telephone numbers, and a valid address is required in all instances.
7. Glo Currency reserves the right to reject any transaction, request additional information about source of funds, identification of Senders or Receivers of transactions, or any other additional deemed pertinent to comply with Anti-money laundering requirement, or as may otherwise required to comply with regulatory or other legal obligations.

## FOREIGN EXCHANGE RATE

1. The foreign exchange conversion rate shown on the Website is indicative only, the actual exchange rate could be different at the point of remittance.
2. Funds deposited into our bank account or E-wallet will not yield any interest.

## TRANSACTIONS

1. Once you send money to the beneficiary, the transaction will be final and you will not be able to revoke or reverse it.
2. If, for whatever reason, funds are not received in our account with respect to the related Transaction or details against the related Transaction are not provided correctly, we will not be able to send money to the Beneficiary. We shall inform you that your requested transaction has not been completed by sending you an email as well as updating the status of the transaction on the Glo Currency Online Money Transfer website.
3. We shall act on an instruction given under your login ID and we shall not have any liability to you if the instruction is given without your authority unless you have notified us, or be liable for any errors made by you in relation to the beneficiary's name or account details.
4. Glo Currency will transfer funds directly into beneficiary's account which will be credited. However, please note that this transaction is subject to network providers whereby in some cases, transactions may be delayed due to interruption, incorrect data, or delay in transmission of transaction details sent etc.
5. For Nigerian Instant Bank deposit transactions, if a transaction with 10 digits account number exist in a chosen bank, whether the account name is correct or wrong, the account will still be credited hence it will be non-refundable and Glo Currency will not be responsible for the wrong information provided by the customer.

## LIMITATION AND EXCLUSION OF LIABILITY

We shall not be liable to you: If, for reasons beyond our control, we are unable to send your money; or For delays in the transfer of the money or its release for reasons beyond our control; Where we delay or block the payment in order to comply with our legal or regulatory obligations or to comply with directions of a regulatory authority; or under any circumstances for loss of business, loss of goodwill, loss of opportunity, loss of profit or any type of special, consequential or indirect loss

whatsoever.

## COMPLIANCE AND DATA PROTECTION

1. Glo Currency is a regulated Money Remittance provider registered as a Money Service Business (MSB) with the HM Revenue & Customs, registration number 12791402. Any suspicious transactions will be reported to the relevant authorities. Glo Currency will monitor all suspicious or unusual transactions regardless of size. Glo Currency also reserves the right to request more information from the customer at any time. Glo Currency is also registered with the Financial Conduct Authority (FCA) as a Payment Institution with firm reference number 613172
2. Glo Currency has strict policies and procedures in place to identify its Customers (KYC) and to combat money laundering and terrorist financing. The procedures include but are not limited to the below:
  - Verifying that the Customer is who they claim to be by means of identification documentation or by electronic means.
  - Monitoring and reviewing Customer accounts and Transactions.
  - Reporting suspicious transactions, false identification documents or personal details.
  - Retaining customer data for 5 years after the business relationship ends.
  - Training staff on our Anti-Money Laundering and Counter Terrorist Financing policies and requirements.
  - We will comply with all Anti Money Laundering regulations and will disclose to the relevant authorities details of any suspicious/unusual transactions without prior notice to the customers.
  - We will validate names, addresses and other personal information supplied by You during the order process against appropriate third party databases. By accepting these Terms and Conditions You consent to such checks being made. All information provided by You will be held securely and treated strictly in accordance with the Data Protection Act 1998.
  - The Transaction will be subject to laws related to monetary transactions in the United Kingdom/intermediary/destination countries and may be blocked/frozen in case found suspicious. The Customer and their recipient will be fully responsible to provide necessary evidence/clarification to prove legality of entities/funds.
  - Applicable laws prohibit Us from conducting business with certain individuals and countries. In order to comply, Glo Currency is required to screen all Transactions against a list of names provided by various governments and/or government agencies. If a potential match is found, We will suspend the Transaction and request additional information on either the Customer or beneficiary, as necessary.
  - We will report Transactions to any government authorities if We are required to do so by law.
  - In using Our Service, We may need to send Your details to third parties. We are committed to protecting Your privacy. We may use Customer and recipient's personal information and the details of Transactions and store them on Our database, in order to provide the Customer

and the recipient with Our Services, for managing Our business and market research permitted by applicable law. The Customer must have the recipient's consent to share his/her personal information with Us. We may for those purposes share information with Our group or other companies/institutions which may be located within or outside the EEA.

- We may also use personal information provided by You in order to conduct appropriate anti-fraud checks. Personal Information that You provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.
- The Customer may request access to his/her personal information, ask for the information to be corrected or updated or, for legitimate reason, oppose its processing, by writing or emailing to Us.
- We maintain records of Your Transaction history to the extent required under applicable law. Records will be updated on continuing basis for all Transactions.
- You agree to provide Glo Currency with valid and up to date identity documents upon request and also agree that it is Your responsibility to update Your details and identity documents with Us as and when required.

## PERSONAL INFORMATION AND SECURITY

For online security Glo Currency utilises secure server software and the company is full PCI-DSS compliant.

## VARIATION OF THESE TERMS & CONDITIONS

1. Before we start charging for other services, we will notify you of the proposed changes on this site. We may implement any changes without further notice to you.
2. We may add to or change these terms and conditions at any time by giving notice of the changes on this site and publishing the amended terms and conditions. When you use the Service you do so on the terms and conditions applying on the date that you use the Service to give us your payment instruction.
3. You must follow any instructions we give you in relation to the Services. We will not be liable to you if you have not followed our instructions.

## GOVERNING LAW AND JURISDICTION

The law of England and Wales applies to this agreement and We will communicate with the Customer in English. The English courts shall have exclusive jurisdiction on all matters related to the service and this agreement.

## INDEMNITY

You agree to indemnify and hold us and Our respective affiliates, subsidiaries, officers, agents, co-branders and other partners, directors, and employees, harmless from any claim or demand, including reasonable lawyers and legal fees, made by any third party due to or arising out of Your

use of this service, Your connection to the Service, Your violation of the terms of this agreement, or Your violation of any rights of another.

## CUSTOMERS' LIABILITY

You shall keep Glo Currency indemnified in respect of all costs, claims, and losses that we may incur in course of processing your order. You will be liable for and will indemnify Glo Currency against all or any costs, losses or liabilities we may incur while processing or as a result of processing your order. This includes any costs, losses or liabilities we may incur with third party currency dealers, banks, payment processors or other institutions.

## Contract Right Of Third Parties

Nothing contained in this Agreement is intended to confer nor shall confer upon any person, other than the parties hereto, any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement or any benefits or remedies of any kind or character whatsoever, and so such person shall be deemed a third-party beneficiary under or by reason of this agreement.

## Severability

If any part of this agreement is found to be invalid, then the remainder of the agreement will remain in effect.

## Transferring This Agreement

We may transfer Our rights and duties under this agreement or we may arrange for any other person to carry out Our rights and duties under this agreement. We may change the provider of the delivery service to any other person or organisation that We deem fit without prior notice or compensation.

## Complaints handling

If you wish to make a complaint about any aspect of the Glo Currency's service, please send your complaint in writing to the following address,

Global Currency Travel and Tours

1280 Ashton Old Road. Openshaw.

Manchester.

M11 1JJ

We will acknowledge receipt of your complaint within 2 working days. We will investigate your complaint and come back to you with the results of our investigation no later than 5 days of receipt of your complaint. 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](mailto:complaint.info@financial-ombudsman.org.uk)

### DATA PROTECTION

Customer Identification Program. UK law requires all financial institutions 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 require you to supply us with personal identifying information and we may also legally consult other sources to obtain information about you.

Verification and Checks. 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. You can be rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

By accepting these Terms and Conditions you authorise us to make any inquiries we consider necessary to validate the information that you provide to us. We may do this directly, for example by asking you for additional information, requiring you to take steps to confirm ownership of your Payment Instruments or email address; or by verifying your information against third party databases; or through other sources.

Data Privacy Policy. You consent to our processing your personal information for the purposes of providing the Service, including for verification purposes as set out in this clause. You also consent to the use of such data for communicating with you, and for statutory, accounting and archival purposes. You acknowledge that you have read and consented to Unitylink's Data Privacy Policy.

Government Disclosures. We may be required by law to provide information about you and your Transactions to government or other competent authorities as described in our Data Privacy Policy. You acknowledge and consent to our doing this.

### Money Transfer Service

These Terms and Conditions govern the money transfer services provided to you by Global

Currency Travel and Tours, 1280 Ashton Old Road. Openshaw. Manchester. M11 1JJ referred to as “we/our/us”.

### Currency Exchange

The current exchange rate on the day of the transfer will be used for your transaction. You agree that payment will be made to recipient in local currency. The Exchange rate is subject to change without prior notification.

### Fees and Charges

In consideration for the use of the Service, you agree to pay to Glo Currency a fee for each money transferred by you at the applicable rate then in effect (the “transfer fee”). The applicable transfer fee for your transaction will be provided to you prior to your final authorisation of the transaction.

### Timing

Regular transfer is usually available within minutes for pick up by the recipient, Subjected to opening hours of the receiving agent location. When recipient account payments are made, Glo Currency will guarantee and prove payment into a branch of the bank. You agree thereafter that Glo Currency cannot take responsibility as to the length of time it will take for funds to be available in recipient account. You agree that Glo Currency will not be liable for errors in account payments for any reasons whatsoever.

You agree that payment made into our accounts will need to be cleared by the bank before such transaction can be approved. If we did not receive your payment instruction before 3pm on our business day (or if we received it on a day which is not a business day for us), we will treat it as if we received it on the next business day. Delays and other restrictions apply to certain transactions. Please call us for further details.

### Refunds and Changes of payee details

REFUNDS OF PRINCIPAL AMOUNT and cancellation of the money transfer will be made upon written request of the Sender if payment to the Receiver has not yet been made at the time the request is processed by Glo Currency

You agree that Glo Currency will only refund the TRANSFER AMOUNT if the request is made the same business day the transfer was processed.

Glo Currency will therefore NOT refund TRANSFER FEES a day or more after the transaction has been processed.

You agree that REFUND OF CAPITAL AMOUNT can only be made within 14 WORKING DAYS from the day of request for cancellation. Glo Currency will refund your funds into your bank account or a cheque payable to the sender’s details provided for the transfer.

At the discretion of the company, before money is paid to beneficiary and at your request, Glo Currency may agree to change the details of the payee once provided. For any subsequent request

for change, the sender will have to apply, submitting an acceptable photo identification of themselves together with a reason for making such changes to our branch or agent from which the service was provided. There may be a charge for carrying out such changes.

#### Limitation of Liability

IN NO EVENT SHALL GLO CURRENCY BE LIABLE FOR DAMAGES FOR ANY DELAY, NON DELIVERY, NON PAYMENT OR UNDERPAYMENT OF ANY MONEY TRANSFER, OR ANY SUPPLEMENTAL MESSAGE, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ITS EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, BEYOND THE SUM OF TWENTY FIVE POUNDS [£25.00] (in addition to refunding the principal amount of the money transfer). IN NO EVENT WILL GLO CURRENCY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL EXEMPLARY OR PUNITIVE DAMAGES, OR THE LIKE. THESE CONDITIONS CANNOT BE CHANGED OR SUPPLEMENTED ORALLY.

Glo Currency reserves the right to limit the principal amount of a money transfer, or to reject a proposed money transfer, in its sole discretion. Glo Currency assumes no obligation to make payment of the money transfer or to complete the applicable money transfer transaction if Glo Currency does not receive the required document supporting the transaction. Glo Currency is not responsible for goods and/or services provided by its collecting agents. Glo Currency reserves the right to refuse to provide the Services to you, at any time, for any reason deemed necessary to protect Glo Currency's interests.

#### General

We are not obliged to perform our obligations if abnormal and unforeseeable circumstances beyond our control prevent us from doing so. You may be entitled to redress for an incorrectly executed money transfer only if you notify us without undue delay on becoming aware of it, and in any event no later than 13 months after the date of the transfer.

No compensation is available from the Financial Services Compensation Scheme if we are unable to meet our obligations. Our relationship with you is not that of a bank or trustee. Neither these Terms and Conditions nor any transaction carried out under them shall confer contractual or other rights on, or be enforceable against us by, any party other than you. We are not liable for any losses not directly associated with any incident that may cause you to make a claim against us, nor are we liable for loss of profits, loss of business, loss of goodwill or any form of special damages.

You agree that you are not sending or receiving a payment transfer for or in connection with any criminal or illegal purpose. You agree to help us in the discharge of our anti-money laundering, security validation and verification responsibilities by providing such information as we may request.

We may use information about you to discharge our anti-money laundering, security validation and verification responsibilities, to provide our services and to manage our relationship with you. We may disclose this information to payers, payees and intermediaries in the course of providing our

services or as required by Regulation EC 1781/2006 on information on the payer accompanying transfers of funds; persons with whom we share information for anti-money-laundering, security verification or validation purposes; regulatory and prosecuting authorities; service providers acting on our behalf. This may involve transfer of information to countries which do not have data protection laws as strict as those in the UK. If you wish to access or correct the information that we hold about you, please contact our Data Protection Officer at 1280 Ashton Old Road, Openshaw, Manchester. M11 1JJ and on our phone number.

#### Law and Jurisdiction

These Terms and Conditions and all matters arising from or connected with them are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with these Terms and Conditions (including a dispute regarding their existence, validity or termination or relating to any non-contractual or other obligation arising out of or in connection with them) or the consequences of their nullity.