



## Exchange4free Private and Corporate Clients Terms and Conditions

**Version Date:** 15 January 2018

Exchange4Free Limited ("E4F") is authorised by the Financial Conduct Authority ("FCA") as a Payment Institution under the Payments Services Regulations 2017 ("PSR 2017"). We are also authorised as a Money Services Business ("MSB") by Her Majesty's Custom and Revenue ("HMRC") under the Money Laundering Regulations 2017 ("MLR 2017"). Our FCA firm reference number is 502845 and HMRC licence number is 12192983. You can view our FCA registration online on the FCA website at <https://register.fca.org.uk/>

### 1. Purpose of this Agreement

This Agreement sets out the terms and conditions governing the Foreign Exchange Contract(s) and Payment Services provided by E4F to you and your use of those services. These together with our Privacy and Cookies Policy, all other policies governing our company and all terms and conditions referred to therein, establishes the legal relationship between you and us. This Agreement contains 33 sections and you may go directly to any section by selecting the appropriate link provided. The headings are for reference only. We have included a list of Definitions and terminologies (in section 4 below), to assist you while reading this Agreement. Underlined words in this Agreement contain hyperlinks to further information.

We strongly recommend that you read and retain a copy of this Agreement for your records, so that you may refer to it at your convenience. For this purpose, we have made a copy of it available to you in a Durable Medium. We will notify you if and when we make any changes to this Agreement, providing you with an updated copy for your records on each occasion, as applicable. In addition, the latest version will always be available to you to view on our website at [www.exchange4free.com](http://www.exchange4free.com)

### 2. Acknowledgment and Acceptance

By choosing to open an Account and/or transact with us, you acknowledge and accept this Agreement and affirm that you fully understand and accept these terms and conditions without reservation. Should there be anything contained herein that you do not fully understand, please contact us for further information and/or take independent legal advice from a qualified solicitor or other competent authority.

### 3. Additional Documents: Which Applies to You

This Agreement refers to the following additional documents, which also apply to your use of our Services:

- (a) **E4F Privacy & Cookie Policy** which sets out the terms on which we process any personal data we collect about you, or that you provide to us. It also sets out information about the "cookies" on our Website. By using our Services, you consent to such processing and you promise that all data provided by you is accurate;
- (b) **Our Conditions of Use Policy** which sets out the permitted uses and prohibited uses of our Services;
- (c) **Our Frequently Asked Questions ("FAQ")** which provides answers to common customer questions; and



(d) In order to receive some of our Services, you may be asked to agree to additional terms and conditions (including those referred to in section 33) which we will notify you at the relevant time.

For clarity, the additional documents and the parts of this Agreement, which incorporates the additional documents, are not “framework contracts” for the purpose of the EU Payment Services Directive (2017) or any implementation of that directive in the EU or EEA.

## 4. Definitions and Terminology

In this Agreement:

- “App” means the mobile application software, the data supplied with the software and the associated media.
- “Balance” means any amounts held in your client account.
- “Group Company” means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
- “Services” mean all products, services, content, features, technologies or functions offered by us and all related websites, applications (including the App), and services (including the Website).
- “Exchange4free (E4F) Account” means the Client Account you have opened with us in accordance with the terms of this Agreement.
- “Website” means any webpage, including but not limited to [www.exchange4free.com](http://www.exchange4free.com), where we provide the Services to you.
- “Agreement” means these general terms and conditions, together with all schedules and attachments forming the Agreement, the Application form and shall extend to include each and every FX Contract (each as amended from time to time).
- “Application” means the online application form, which you complete and submit to us for the purpose of using our services as, described in this Agreement.
- “Authorised User” is any person who you notify us, in writing or via email, and whom we accept has authority to act on your behalf.
- “Authorities” includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement body, or any of their agents with jurisdiction over E4F.
- “Business Day” means a day on which commercial banks are open for business in England excluding Saturdays, Sundays and bank holidays.
- “Cancellation Event” means a situation where we elect at our discretion to cancel an FX Contract under the terms of this Agreement or due to: your death, illness, threat of legal action against you or an Insolvency Event.
- “Client” means the customer (or customers for a joint account) named in this Agreement, together with (if relevant) its subsidiaries, affiliates, successors and/or assignees, as well as where relevant its officers, directors, employees and agents.
- “Client Account” means your account with us, which is maintained by us for the purpose of recording credits and debits and other necessary information to allow you and/or an Authorised User(s) to enter into Spot and Forward Contracts.
- “Close Out” or “Closing Out” means, in relation to an FX Contract, to close out, unwind, cancel or otherwise terminate.
- “Consumer” means a consumer within the meaning of Section 12 of the Unfair Contract Terms Act 1977, Regulation 2 of the Unfair Terms in Consumer Contracts



Regulations 1994, Article 2 of the E- Commerce directive (2003/31/EC), Article 2 of the Electronic Commerce (EC directive) Regulations 2002, Article 2 of the Distance Selling directive 97/7/ EC.

- "Commercial Terms " has the meaning as described in clause 12.3 of this Agreement.
- "Compliance Obligations" means obligations of E4F to comply with Laws, international guidance, internal policies or procedures, requests and/or demands from Authorities such as reporting and/or disclosure obligations and laws requiring us to verify the identity of our customers.
- "DPA" means the Data Protection Act 1998.
- "Durable Medium" means a medium which allows you to store information in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.
- "Trade Confirmation Notice" or other communication we shall send you by email and/or text message for the purpose of confirming your beneficiary and payment details.
- "FCA" means the Financial Conduct Authority of 25 The North Colonnade, London E14 5HS or any successor body thereto responsible for regulating us within the United Kingdom.
- "FCA Rules" means the handbook of rules and guidance of the FCA.
- "Financial Crime" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of sanctions (economic or trade), and/ or any acts or attempts to circumvent or break any Laws relating to the services provided under this Agreement.
- "Firm or Fixed Order" means a Spot Contract or Forward Contract, which is scheduled to take place at a time in the future when the exchange rate meets the E4F Target Rate.
- "Force Majeure" means events or causes beyond the reasonable control of the affected party including, but not limited to:, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, quarantine , strike or other labour difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of International, State or Commonwealth law or regulation or any damage of machinery or systems, unless occurring as a result of an act, omission, default or negligence of the affected party.
- "Forward Contract" means a contract conferring the obligation, to buy or to sell a specified amount of a currency at a specified price within a predetermined point in time, usually more than 3 days after the contract is entered into.
- "FX" means foreign exchange.
- "FX Contract" means each and every foreign exchange contract entered into between you and us.
- "Initial Margin" means an initial amount payable by you as security on concluding a Margined Transaction.
- "Instruction" means any instruction or request given by telephone, letter via email, through E4F's online platform, our app or face-to -face by the Client or an Authorised User(s) relating to the execution of an FX Contract or Payment Service.
- "Insolvency Event" means in relation to you, your subsidiaries, affiliates, successors and/or assignees, as well as your officers, directors, employees and agents:



- a) If such person dies, becomes of unsound mind, becomes insolvent (or in Scotland, apparently insolvent), a bankruptcy petition (or in Scotland, a petition for sequestration) is presented against any such person;
  - b) Any steps are taken to appoint an administrator, judicial factor or similar officer to any such person or to otherwise apply to the court for a moratorium or make a proposal to creditors for a voluntary arrangement or any such person grants a trust deed for creditors or takes any action with a view to the readjustment, rescheduling forgiveness or deferral of any part of any such persons' indebtedness or any such person enters into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them (except for the purposes of a solvent reconstruction or amalgamation), or a receiver, receiver and manager, or other controller, administrator or similar officer to be appointed with respect to, or takes control of, any such person or assets and undertakings of any such person.
- "Laws" means any local or foreign law, regulation, judgment, court order or sanctions regime.
  - "Margin Call" has the meaning as defined in Clause 14.3.
  - "Margined Transactions" means an FX Contract in which you may be liable to make further deliveries during the term of the FX Contract, including without limitation Forward Contracts. "Online Services" means the services which provide the ability for clients to transact with E4F either online or via our mobile app.
  - "Online Service" means all services available to you on our online platform, accessed via the internet, including but not limited to setting up and registering a client account with us, accessing your client account, booking transactions, setting up beneficiaries, viewing transaction history etc
  - "Payment Services" means the execution of payment services on your behalf where such payment services are within the scope of the Payment Services Regulations 2009 and/or Payment Services Regulations 2017 (when it comes into force).
  - "Payment Service Provider" means any of the following persons when they carry out payments:
    - a) Authorised payment institutions;
    - b) Small payment institutions;
    - c) EEA authorised payment institutions;
    - d) Credit institutions
    - e) Electronic money institutions;
    - f) The Post Office Limited;
    - g) The Bank of England, The European Central Bank and the National Central Bank of EEA States other than the United Kingdom, other than when acting in their capacity as a monetary authority or carrying out other functions of a public nature;
    - h) Government departments and local authorities, other than when carrying out functions of a public nature.
  - "Purchase Currency" means the currency being bought by you and sold by us.
  - "Regulations" means Payment Services Regulations 2009 and/or Payment Services Regulations 2017 (when it comes into force).
  - "Sale Currency" means the currency being bought by us and sold by you;
  - "Security Credentials" means without limitation, a username, password, items of memorable information and any other security requirements we may require from time to time.



- "Settlement Date" means in relation to a Spot or Forward contract, the date by which the Sale Currency must have arrived in cleared funds in the bank account, which we specify in the Trade Confirmation Notice.
- "Spot Contract" means a contract conferring the obligation to buy or to sell a specified amount of a currency at a specified price within two (2) Business Days after the contract is entered into.
- "Spread" means the difference between the exchange rate obtained by E4F from its banking counterparty and the exchange rate offered to the client.
- "Tax Authority" means UK or foreign tax, revenue or monetary authorities (e.g. HMRC).
- "Termination Date" means the date at which this Agreement is deemed to come to an end and the obligations which it enforces cease to be enforceable, except those clauses that specifically state that they survive termination;
- "Trade Confirmation Notice" means an email or text message sent to you by us confirming the Commercial Terms of the already legally binding FX Contract.
- "Value Date" means the date your Purchased Currency becomes ready for delivery.
- "We", "us", "our", E4F, Exchange4Free or the "Company" shall mean Exchange4Free Limited a company incorporated under the laws of England and Wales with company number 05150925 and whose registered office is at Unit 207, The Light Bulb, 1 Filament Walk, Wandsworth, SW18 4GQ, United Kingdom and is authorised by the Financial Conduct Authority ("FCA") as a Payment Institution under the Payments Services Regulations 2009 and Payments Services Regulations 2017, when it comes into force. We are also authorised as a Money Services Business ("MSB") by Her Majesty's Custom and Revenue ("HMRC") under the Money Laundering Regulations 2017 ("MLR 2017"). Our FCA firm reference number is 502845 and HMRC licence number is 12192983.

## 5. Exchange4free App

**5.1 App subject to this Agreement and the App Store Rules.** We license the use of the App to you on the basis of this Agreement and subject to any rules and policies applied by any app store provider or operator whose sites are located at [App Store](#) and [Google Play](#) ("App store Rules"). We do not sell the App to you. We remain the owners of the App at all times.

**5.2 App Updates.** From time to time updates to the App may be issued through App Store or Google Play. Depending on the update, you may not be able to use our Services via the App until you have downloaded the latest version of the App and accepted any new terms.

**5.3 Your Right to use the App.** In consideration of you agreeing to abide by the terms of this Agreement, we grant you a non-transferable, non-exclusive licence to use the App on your device subject to this Agreement and the App store Rules. We reserve all other rights.

## 6. Prerequisites of Service and Important General Information

**6.1 You must be 18 years or over and have full authority to enter into this Agreement.** If you are an individual, you must be 18 years or older to use our Services and by opening an E4F Account you declare that you are 18 years or older and have full authority to enter into this Agreement. We may ask you at any time to provide proof of your age, in a form acceptable to us.

**6.2 You must have authority to bind your business.** If you are not an individual consumer, you confirm that you have authority to bind any business or entity on whose behalf you use our Services, and that business or entity accepts these terms.



**6.3 You represent and warrant that you are:**

- (a) not suffering from any disability or impairment that would affect your capacity to enter into this Agreement and all FX Contracts and to give Instructions and that you agree to indemnify us for any losses we might suffer for breach of this warranty; and
- (b) not an agent acting for a third party other than a duly authorised corporate officer, accountant, solicitor, and/or financial adviser acting on behalf of another person and we have previously agreed to this in writing.

**6.4 You further represent and warrant to us that:**

- a) your use of the Exchange4free Account does not violate any applicable laws. You commit to us that your opening and/or using of a Exchange4free Account does not violate any laws applicable to you. You take responsibility for any consequences of your breach of this section.
- b) all information provided by you is true, correct and complete, in all material respects as at the date of this Agreement or, if later, when the information is provided and that you will notify us promptly of any changes to such information;
- c) Neither the information provided under (b), or your conduct or the conduct of anyone acting on your behalf in relation to the transactions contemplated by this Agreement, was or is misleading, by omission or otherwise; and
- d) you shall make on-going disclosure to us of any matters that may affect the operation of this Agreement or of your ability to pay margin or perform your obligations under this Agreement including any circumstances effecting your solvency.

**6.5 If you are acting as an agent** we may require written confirmation from your client of your authority to transact on their behalf and any other documentation we may require to assist us with our Compliance Obligations.

**6.6 If you are two or more persons** then any reference to your obligations under this Agreement or under an FX Contract imposes those obligations jointly and severally on each of you.

**6.7 In order to comply with our Compliance Obligations**, we may, from time to time, need to request further information or documentation on you, an Authorised User or a beneficiary. You agree to provide this information and we will not be liable for any loss, direct or indirect, caused as a result of your failure to adhere to our request(s).

**6.8 If directed by a Tax Authority**, E4F may be required to withhold funds held by us for you and we will not be liable to you for any loss suffered by you as a result.

**6.9 Each FX Contract and each Payment Service** effected under this Agreement shall be an individual contract and we may at any time and at our sole discretion refuse to offer you terms for any FX Contract and subject to Regulations refuse to perform a Payment Service.

**6.10 Our obligations under this Agreement are conditional on our acceptance of you as a Client**, which is at our sole discretion, and we reserve the right to decline to open a Client Account for you, without specifying a reason.

**6.11 We will notify you in writing on email or text message** once your Client Account has been activated and provide you with a unique Client reference number (referred to as a "MemberID"), however if you do not use our services for a year or more, your account becomes dormant and we may require you to re-apply for a Client Account and furnish updated documentation as required to meet our Compliance obligations. Additionally, if you do not use our services for any period (which we shall reasonably determine from time to time) or for any other reason at our sole discretion, we may also require you to provide such documentation and information that we may reasonably request to assist us to meet our Compliance obligations.

**6.12 In order for your Client Account to be activated, the following must be in place:**

- (a) Confirmed acceptance, in a format acceptable to us, of this Agreement; and



(b) Receipt of any such documentation and/or information that we require to meet our Compliance obligations.

**6.13 You are obliged to ensure that your contact details on your Client Account are valid** and up to date at all times, as we may contact you regarding this Agreement and your obligations hereunder, and/or any FX Contract and/or Payment service by email and/or telephone. Given the electronic nature of our business and online platform, by agreeing to this Agreement, you confirm that you have regular stable access to the Internet and email and further are able to store and retrieve information sent to you by email and other electronic means in an accessible Durable Medium.

**6.14 A corporate Client Account is provided as a commercial tool to support the business activity of the registered account holder;** you agree that you will not use your corporate Client Account for personal, family or household purposes or for any purpose in relation to the business activity of any third party. Conversely, you agree that you will not use your personal Client Account for any business activity nor on behalf of third parties whether individuals or business.

## 7. Personal Data and Account Security

**7.1** By asking us to provide you with services under this Agreement you will be providing us with information which includes information that may be personal data within the meaning of the Data Protection Act 1998 (DPA or the General Data Protection Regulation when it comes into force) which we as a data controller, collect, store and process in accordance with the principles of the DPA.

**7.2** We will use your personal information to allow us to provide you with our services and to assess our risks in doing so.

**7.3** We may send your personal data to other companies in the Exchange4Free Group that are outside the European Economic Area. Companies in the Exchange4Free Group will protect Client information using a strict code of security. E4F also reserves the right to share information with other organisations or persons for the prevention of Financial Crime or in order to provide the services under this Agreement.

**7.4** We may conduct soft searches through an identity-referencing agency and through other sources of information and use scoring methods to verify your identity; these soft searches do not affect your credit score. If you are a corporate entity or business we may conduct these types of searches on your directors, shareholders or Authorised Users. A record of these searches may be kept.

**7.5** To update your marketing and communication preferences call or email us at [info@exchange4free.com](mailto:info@exchange4free.com) to request a change to your preferences. Details on how we use, collect and share your information and the steps we take to protect your information are set out in our Privacy and Cookie Policy. A copy of our Privacy and Cookie Policy can be found at [www.exchange4free.com](http://www.exchange4free.com) or can be provided on request.

**7.6** Any telephone conversations we have with you may be monitored and recorded by us and we may also maintain records of emails sent by or to you. You agree that we may use these telephone recordings and any transcripts or email records for training and quality control purposes or to resolve any disputes and also in the prevention and detection of crime. However, we may not make or maintain such recordings or records or be able to make them available to you.

**7.7** You must also provide us with all relevant information we require in order to provide you with the services contemplated by this Agreement and ensure that you inform us promptly of any changes to such information.

**7.8** We may suspend your account:



- (a) if we reasonably suspect that you are in breach of this Agreement; or
- (b) there is a security breach; or
- (c) for the prevention of Financial Crime.

Under such circumstances, we will not be liable to you if we delay or refuse to carry out an Instruction.

**7.9** In the event that we suspend your account, we will contact you using the contact details, including telephone and/or email, that we have for you and which E4F reasonably believes to be secure.

## **8. Your Exchange4free Account and use of our Online Service**

### **8.1 About your Exchange4free (E4F) Account**

- (a) Your E4F Account allows you to perform foreign exchange services and money transfers or to send or receive payments.
- (b) Any money held on your E4F Account will not earn any interest.
- (c) You may transact in any currencies that we support from time to time.
- (d) Certain limits may be placed on your E4F Account depending on your country of residence, verification checks or other legal considerations. Please contact us if you have any questions about these limits.
- (e) The money held on your E4F Account belongs to the person or legal entity, which is registered as the E4F Account holder.
- (f) Unless you have **our** (E4F's) consent in writing, you must not allow anyone to operate your E4F Account on your behalf.

**8.2 UK Financial Services Compensation Scheme DO NOT apply.** Your Exchange4free Account is not a bank account. You acknowledge that the UK's Financial Services Compensation Scheme (FSCS) does not apply to your E4F Account (i.e. you will not have recourse to FSCS), accordingly in the event of our insolvency, you may lose the money held in your Exchange4free Account. Protection is provided by segregation of client funds and safeguarding same as required. These are requirements under the EU and UK Payment Service Regulations 2017, which are designed to ensure the safety of funds held in payment accounts like your E4F Account, as set out in Clause 10

**8.3 By using our Online Services you will be able to:** Obtain information relating to the balance and transactions on your E4F account, create and manage beneficiary information, issue instruction(s) to us to execute FX Contracts and/or Payment Services or use such other facilities as we may from time to time make available through our Online Services.

**8.4 When activating any of our Online Services, and before being granted access,** you will be asked to set up your unique Security Credentials and any other security requirements we may require from time to time.

**8.5 We may change the minimum specification required to access Online Services** and make operational changes to and alter the services currently available, at any time. We will always notify you of such change by either placing a message on our website, through the mobile app or by emailing you.

**8.6 We may suspend the ability for you to access the Online Services** if it conflicts with applicable laws or if we reasonably believe it necessary for security reasons. We may ask you to change or update your Security Credentials at any time and you agree change or update your Security Credentials if we ask you to.

**8.7 It is important that you take care when issuing any Instructions.** You will be liable for all Instructions made when using our Online Service including instances of any misuse, fraud or abuse by you or where you have disclosed Security Credentials to a third party.





**8.8 You are responsible for obtaining, maintaining and ensuring compatibility of your own equipment** when using any of our Online Services.

**8.9 We will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment** caused by your use of any of the Online Services unless such loss or damage is directly and solely caused by our negligence or deliberate default.

**8.10 You are responsible for ensuring that your equipment is free from viruses** and other malware and we will not be responsible for any losses incurred by your failure to do this.

**8.11 We are not able to guarantee that your access to any of the Online Services** will be uninterrupted, continuous or error free.

**8.12 We shall use reasonable endeavours to keep all our Online Services free from viruses** and corrupt files but we cannot guarantee that they will be free from infection by viruses or anything else with contaminating or destructive properties.

**8.13 You must not misuse any Online Services** by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to any of the Online Services or any server, computer or database connected to any Online Services. You must not attack our Online Services via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence. We may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use any and all Online Services will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your equipment.

**8.14 Our Online Services use a very high level of encryption** and the use of such encryption may be illegal in some countries outside of the UK. You should ensure that you do not knowingly use any of our Online Services if this is not permitted by local law.

**8.15 You must take all reasonable precautions** to keep safe and prevent fraudulent use of any Online Service account you have enabled and any associated security details. These precautions include, but are not limited to the following: (a) treat security details as confidential, (b) never share or allow someone else to use your security details, (c) use anti-virus software, anti-spyware software and a personal firewall to keep your personal computer secure, (d) never access any Online Service from any computer or mobile device connected to a wireless or local area network (LAN) such as a public internet access device, (e) never record security details on any software which retains it automatically, (f) once you have logged on, do not leave the device from which you have accessed it or let anyone else use that device until you have logged off, (g) never access our website from a link in an email and enter your security details, always access your account via [www.exchange4free.com](http://www.exchange4free.com), and (h) always be sure that you know the person or company you are sending money to.

**8.16 You must inform us immediately by telephoning or writing to us** should you suspect or discover that someone else knows your Security Credentials or you believe that your security details may have been misused. If your security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay. If your security details have been used to access any Online Services and we have not received any notification of any unauthorised use from you, we will act on any Instruction we receive and will not be liable for any losses incurred by you.

**8.17 If you dispute that you have carried out a transaction** using our Online Services we will investigate and shall expect you to co-operate with us and local law enforcement in any investigations.



**8.18 You can end your access to your account at any time** by contacting us via telephone or email or by deleting the mobile app from your device, for the avoidance of doubt this does not terminate this Agreement.

## **9. Protection of Client Funds**

We understand the importance of ensuring the security of clients' assets and you can be confident that, as in all areas of our business, we comply with the regulatory requirements.

**9.1** Funds received in accordance with a Payment Instruction will be subject to the segregation requirements as set out in the Regulations and are referred to as "Relevant Funds".

**9.2** Relevant Funds are held in segregated bank accounts, which are independent of our business bank accounts. In the event that we continue to hold Relevant Funds at the end of the Business Day following the day that such funds were received for whatsoever reason including but not limited to us not being in receipt of a complete Payment Instruction, the Relevant Funds shall be placed in a safeguarded bank account ("Client Bank Account").

**9.3** The purpose for holding funds in a Client Bank Account ensures that in the event of our insolvency, or if a financial claim is made against us, no creditor or claimant should be able to claim funds held in these accounts. This is because no other person or institution may have any rights or interest over the funds held in these accounts.

**9.4** Relevant Funds are not covered under the Financial Services Compensation Scheme. When you transfer funds to us such as to pay an Initial Margin and/or Margin Call(s) full ownership and title to these funds transfers to us absolutely and such funds are considered as firm money. They will not be Relevant Funds and so they will be placed into our business bank account and will not be afforded protection under the segregation rules of the Regulations.

**9.5** We will not pay interest on funds paid to us including balances held in Client Bank Accounts and we may retain, for our own benefit, any interest, which accrues from funds held in any accounts.

## **10. Getting to Know You**

We are required by law to carry out all necessary security and customer due diligence checks on you (including any parties involved in your transaction for example, the recipient of your funds) in order to provide any Services to you. You agree to comply with any request from us for further information and provide such information in a format acceptable to us. In addition, you agree that we may make, directly or through any third party, any inquiries we consider necessary to validate the information you provide to us, including checking commercial databases or credit reports. You authorise us to obtain one or more of your credit reports, from time to time, to establish, update, or renew your Exchange4free Account with us and/or in the event of a dispute relating to this Agreement and activity under your Exchange4free Account.

## **11. Keeping Your Exchange4free Account Safe**

**(i) What to do to preserve the safety and integrity of your E4F Account.**

You MUST:



- (a) Change your password regularly and ensure that it isn't reused across other online accounts.
- (b) **Please contact us** if anyone asks for your E4F password. We will never ask you for this.
- (c) Always follow recommended password management practice for example: <https://support.google.com/accounts/answer/32040?hl=en>.
- (d) Set up 2-step authentication where prompted.
- (e) Keep your e-mail account secure. You may reset your E4F Account password using your email address. Let our customer support know immediately if your email address becomes compromised.
- (f) Contact us if you suspect your Exchange4free Account has been compromised. If you suspect your Exchange4free Account or other security credentials are stolen, lost, used without your authorisation or otherwise compromised, you must contact our customer support immediately; you are also advised to change your password. Any undue delays in notifying us may affect the security of your E4F Account and also result in you being responsible for financial losses.

You MUST NOT:

- (a) Disclose your E4F Account password or your unique customer reference number (which we refer to as a MemberID) (which usually starts with the letter M or C followed by a series of numbers). Keep them safe. For all interactions with us, you will be asked to provide your MemberID, so as to identify you and your account details. As mentioned above, we will never ask you for your E4F Account password.
- (b) Let anyone access your E4F Account or watch you accessing it.
- (c) Use any functionality that allows your login details or passwords to be stored by the computer or browser you are using or to be cached or otherwise recorded.
- (d) Do anything, which may in any way avoid or compromise the 2-step authentication process.

## 12. When is an FX Contract Formed?

**12.1** When you contact us in relation to a proposed transaction you must provide us with all relevant information we require in order to execute the FX Contract(s).

**12.2** We buy and sell currency to support personal and/or commercial purposes including, but not limited to, the buying of goods and services or property and therefore you should not use any FX Contract for investment or speculative purposes such as by trying to profit from fluctuations in foreign exchange rates and you should tell us if that is your intention. We may decline to deal with you if we have reason to believe that you are using any FX Contract for investment or speculative purposes.

**12.3** On receipt of your Instruction, we will specify the amount of the Sale Currency required, the amount of the Purchase Currency which will be purchased for you, the exchange rate offered, applicable fees, any transmission costs, the terms for an Initial Margin (if applicable) and a date by which the Sale Currency must have arrived in cleared funds in the bank account specified by us (collectively referred to in this Agreement as the "Commercial Terms"). We may however refuse to enter into a transaction with you at our sole discretion.

**12.4** Once you accept the Commercial Terms whether orally, in writing or via an Online Service, you will be legally bound to perform the FX contract in accordance with those terms.



**12.5** We will enter into all FX Contracts as principal unless it is specifically agreed that we shall act as your agent and we shall have no responsibility to any other person other than you.

**12.6** We may accept your instruction(s), which include an Instruction to buy and sell currency at a particular price. This is known as a Firm Order. We will use our reasonable endeavours to execute such Firm Order in full at that price, but if market conditions prevent us from executing such instruction(s) in full or at all, then we have no liability for that.

**12.7** For the avoidance of doubt, clients should be aware that the value of currencies can fluctuate at any given time, and such fluctuations are beyond the control of Exchange4free. Once a Trade and Exchange Rate are fixed then they cannot be cancelled by neither Exchange4free nor the Client without written consent from both parties.

**12.8 Additional conditions for guaranteed or quoted FX rates**

- (a) We will let you know the guaranteed rate at the time when you set up your Transaction. As long as we hold or receive sufficient money from you during the required time period, we will convert your money using the quoted FX rate.
- (b) If we do not receive sufficient money from you during the required period, we may not be able to convert your money using the quoted rate. The rate used for your payment order will be the rate at the time of conversion.

### **13. Cancellation or Alteration of a Payment Details After a Payment Instruction**

**13.1** You may cancel a payment instruction by calling us at any time before the payment Instruction has been acted on by us. Cancelling or altering a payment does not affect your obligations under any existing FX Contract.

**13.2** Where a future payment date has been agreed with you, you may cancel the payment before the end of the Business Day preceding the agreed payment date.

**13.3** If you wish to recall a payment after the time for cancelling or altering a payment has lapsed, we will make all reasonable endeavours to assist you with a recall however we will not be liable in the event that a recall is not possible or successful.

**13.4** If the payment has already been credited to the beneficiary's account, we can usually only recall the payment with the consent of the beneficiary account holder. We will make all reasonable endeavours to assist you with a recall however we will not be liable in the event that a recall is not accepted or where it is not possible.

**13.5** We reserve the right to charge an administration fee of £50 representing our administration costs in attempting to recall each payment.

**13.6** If a payment can be recalled, and you wish to reconvert the Purchased Currency to the original or different currency, the amount returned to you will be calculated according to the exchange rate on the day you provide us with an Instruction. We will not be liable for any delays, charges or losses incurred due to the cancellation or recall of a payment and you agree to indemnify us for any charges or fees incurred by us in assisting you in the attempted or actual recall of any payment.

### **14. Payment of an Initial Margin and Margin Calls**

**14.1** We may, require an Initial Margin when you enter into an FX Contract; the value of the Initial Margin will be brought to your attention as part of the Commercial Terms prior to you entering into an FX Contract. The value of the Initial Margin is determined at E4F's sole discretion but will usually be between 2% and 15% of the Sale Currency. Payment of the Initial Margin must be made by CHAPS, BACS, faster payment or wire transfer to a bank



account nominated by us. For larger or higher-risk transactions, we may insist on the Initial Margin being paid on the deal date by CHAPS or same-day wire transfer. "Margin" is the funds (or such other assets as E4F may accept in its sole discretion) that may be required by you to be settled to E4F from time to time as part of the FX Contract.

**14.2** Initial Margin must be paid within one (1) Business Day of concluding the FX Contract and Margin Calls must be paid within one (1) Business Day of being called. Outstanding balances of Sale Currency must be paid into the nominated bank account no later than 5pm on the Business Day preceding the settlement date as stated in the Trade Confirmation Notice.

**14.3** Foreign exchange transactions carry market risk and market movements could result in your FX Contract(s) moving 'out of the money' (this means your position has a negative value against the current market rate). E4F may, at any time up to the Settlement Date, require you to top up your Initial Margin, and you agree to settle any such request (a "Margin Call"). For example: (a) to re-establish the Initial Margin percentage level, (b) to put in place Margin where there has been no Initial Margin; or (c) to increase the Margin level where we determine this is required to cover any risks under the FX Contract.

**14.4** Once a Margin Call is made, you agree to pay the required amount into a bank account nominated by us within one (1) Business Day. Failure to pay in full and/or on time maybe considered as a failure by you to perform your contractual obligations and may be treated as a cancellation of the FX Contract (see clause 19).

**14.5** Initial Margin and Margin Calls are treated as a part payment of your FX Contract and, unless agreed otherwise, will not be returned to you.

**14.6** We shall have the right, at our sole discretion, to determine the mark-to-market value at anytime

## **15. Important Information Regarding Payment Instructions**

**15.1** This Agreement sets out important rights and obligations including our liability to you under the Payment Services Regulations 2009 (and the Payment Services Regulations 2017, when it comes into force, together the 'Regulations ') when you ask us to provide Payment Services. Please note the Regulations apply to Payment Services and not to FX Contracts.

**15.2** In order to provide Payment Services, you will need to have sent to us enough funds for onward payment, taking into account any funds owed to us. Failure to send sufficient funds in the required currency may result in E4F not executing your payment. E4F will execute your payment after it has made deductions of any amounts due to E4F.

**15.3** You will need to provide us, on or before the Value Date of the FX Contract, the beneficiary bank details and it is your responsibility to ensure the beneficiary bank details are accurate along with complete payment Instructions for the beneficiary of the payment. We will not change nor upload Beneficiary details for you. If an error has been made or beneficiary details need to be changed on a particular transaction, you will have to upload or make the changes accordingly and re-book a new transaction. We shall not execute the payment Instruction until you confirm to us that the beneficiary account details are correct. E4F will not be liable to you if the payment is instructed late as a result of (a) providing incomplete or incorrect beneficiary bank details or (b) if your funds are received by the wrong beneficiary as a result of you providing incorrect beneficiary bank details, however, if possible, we will use reasonable efforts to assist you in the recovery of your funds and we reserve the right to charge you a fee for our reasonable costs in doing so.

**15.4** If we receive a payment Instruction by 5.00pm on a Business Day, your payment Instruction will be deemed to have been received by us on that Business Day. If your payment Instruction is received after 5.00pm or on a day that is not a Business Day, your



payment Instruction will be deemed to have been received on the next Business Day. Your payment Instruction will be acted on the earliest possible payment date available once the FX Contract has been performed unless you have requested a specific future date.

**15.5** The maximum execution time for your payment to be received by the beneficiary bank for transactions occurring within the EEA involving either EUR or GBP is three (3) Business Days following the date you instruct us to make payment. For any other currency, the maximum execution time is four (4) Business Days following the date you instruct us to make payment.

**15.6** E4F may refuse your payment Instruction if you have not satisfied your obligations under this Agreement (including a failure by you to supply accurate and complete payment Instructions for the beneficiary of the payment) or we believe the payment to be unlawful. In these circumstances we shall promptly notify you using your supplied contact details, stating wherever possible the reasons for our refusal, and the procedure for rectifying any payment detail errors that led to the refusal but we reserve the right to charge you a fee to cover our reasonable costs for doing this. We are not obliged to notify you of our refusal to execute the proposed transaction where we believe that such a notification would be unlawful.

**15.7** Although, in most cases, we are able to estimate the execution time needed for the payment to reach the beneficiary bank, we cannot be responsible for any delays due to:

- (a) Verification checks such as requests for further information; and/or
- (b) Sufficient funds not being received; and or
- (c) The beneficiary bank's (or their correspondent bank's) processing of the payment; and so cannot guarantee that the beneficiary's bank will make the funds available to the beneficiary on the day that it receives payment.

**15.8** You consent to our including your full name, address and Client Account number (MemberID), and any other details as are required to enable us to comply with our Compliance Obligations, on the payment details to be sent to the beneficiary's bank or Payment Provider to comply with anti-money laundering regulations.

**15.9** If you fail to provide payment Instructions on or before the Value Date we reserve the right to Close Out or reverse the currency conversion and return the funds to the bank or other account from which relevant currency was received. You will be liable for any loss incurred and also liable in all cases for all costs incurred in connection with the return of the funds and in addition we reserve the right to charge you a fee to cover our reasonable costs for doing this.

**15.10** In some circumstances intermediaries (such as correspondent banks) may be involved in an international payment and they or the beneficiary bank may deduct a charge or fee. We will use our reasonable endeavours to avoid these charges or to otherwise ensure that such charges are disclosed to you prior to our making the payment however where such charges cannot be avoided or predicted you agree to be liable for such charges or fees. Please advise us if a specific amount must arrive in the beneficiary account, as we may be able to calculate any undefined charges in advance. You should ensure that you clearly discuss third party fees and charges when providing us with payment Instructions. We will not under any circumstances be liable for any direct or indirect losses that result from intermediary, correspondent or receiving bank or any other third-party fees or charges.

## **16. Paying Money to Exchange4free**

**16.1** How to pay Exchange4free for your transactions. To pay for your transaction, you need to login into your Exchange4free account and follow the steps as they appear on screen. We are not responsible for the money you have paid to us until we have received the cleared



funds into our designated bank account. For clarity, in an upload transaction, we are the recipient of funds and not the payment services provider.

**16.2 Payin Methods.** 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 "Payin Methods"). The number of Payin Methods made available to you will depend on a number of factors including where you live and your verification status with us. Payin methods are not part of our Services, they are services provided by third parties for example, the card provider that issued you with your credit/debit card. We cannot guarantee the use of any particular Payin Method and may change or stop offering a Payin Method at any time without notice to you.

**16.3** Where full payment is being made without an Initial Margin, you must pay to us the Sale Currency in full into the bank account nominated by us on or before midday (UK local time) on the date before the payment is due to be made. Because of time differences and local payment cut-off times, we recommend that in order to avoid any payment delays you send funds to reach us the day before they are due.

**16.4** You must not, under any circumstances, deposit physical cash (coins and notes), cheques or banker's drafts, into any of our bank accounts and in any such case we will not release your funds or make any onward payment and will have no choice but to refund the funds back to you.

**16.5** Any payment to us in a currency other than the agreed Sale Currency will be converted at a conversion rate agreed with you at that time. Please note that other costs, including taxes, which are not paid via us or imposed by us, may arise.

**16.6** Payment instrument must be in your name. Any payment instrument (for example, the credit card or debit card) you use with your chosen Payin Method must be in your name.

**16.7** Chargebacks on your payment instrument. If you selected a Payin Method, which gives you chargeback rights (for example in relation to your credit card, you may ask your card provider to reverse a transaction on your card), you promise that you will only exercise this chargeback right if:

- (a) we have breached this Agreement; or
- (b) there was an unauthorised use of your payment instrument.

You hereby undertake that you will not exercise your chargeback right for reasons, which we are not responsible, including a dispute with your recipient or there is insufficient funds in your payment instrument. If we need to investigate or take any actions in connection with a chargeback raised by you, we may charge you for our costs in doing so and may deduct such amount from your Exchange4free account.

**16.8** Upload limits to Exchange4free. For legal and security reasons, we may choose, at our discretion, to impose limits on how much you can pay to Exchange4free per transaction.

**16.9** When we will credit your Exchange4free payment account. We will credit your Exchange4free payment account once we have received your money in clear funds into our designated bank account and all your foreign exchange trades or obligations are settled. For some Payin Methods such as credit or debit card, we will credit the money to your Exchange4free account as soon as possible subject to our right of reversal. This means if the actual amount you intended to upload does not reach us within a one (1) Business day; we may deduct such amount from your Exchange4free account. If you do not have enough money in your Exchange4free Account for this purpose, we can demand repayment from you using other methods.

**16.10** We do not accept funds from third parties on your behalf, however, should this occur, we will have to take steps to identify and verify all funds received from third parties on your behalf and such third parties will need to be verified in accordance with our due diligence procedures before we are able to release your funds or make any onward payment.



**16.11** Failure to pay in full or on time may be considered as a failure by you to perform your contractual obligations and may be treated as a cancellation of the FX Contract (see clause 19).

**16.12** We will not in any way be liable to you for any loss arising as a result of your failure to comply with the requirements set out in this Clause.

**16.13** Whenever you pay funds to E4F you must always ensure that you are using the most up to date bank details provided to you by us. In the event that you instruct your funds to an incorrect E4F bank account you agree that E4F has permission to facilitate the necessary transfers in order to move the funds to the correct bank account without further notice to you.

## 17. Documenting Instructions

**17.1** Within one (1) Business Day of concluding the FX Contract, we will send you an email or text message as a "Trade Confirmation Notice" which will include a transaction reference enabling you to identify the transaction.

**17.2** The Trade Confirmation Notice email or text message summarises the Commercial Terms of the legally binding and concluded FX Contract and is for record keeping purposes only.

**17.3** If you have not received the "Trade Confirmation Notice" within one (1) Business Day of concluding the FX Contract or if you believe there is an error as to the agreed Commercial Terms contained in the Trade Confirmation Notice, you must inform us immediately. In the event that the Trade Confirmation Notice contains an error we will issue a replacement Trade Confirmation Notice but in all circumstances you will remain legally bound to perform the contract in accordance with the agreed terms of the FX Contract (which incorporate the terms and conditions of this Agreement).

**17.4** In the event that you conclude an FX Contract and at the same time provide us with a payment Instruction we will send a Trade and Payment Confirmation Notice.

## 18. Sending Money

**18.1 Setting up your payment order:** You must set up your payment order when you log your transaction with E4F. Your order may either be:

- (a) a "Fixed Source Order" which is a payment order where you indicate that you wish to send and convert a fixed amount of Source Currency to your recipient whom will receive the converted amount in the Target Currency; or
- (b) a "Fixed Target Order" which is a transfer where you indicate that you wish to send and convert a fixed amount of Target Currency to your recipient from the Source Currency you pay into Exchange4free.

You can only set up a Fixed Target Order for certain Source Currencies.

**18.2 When is your transaction received?** If your transaction is booked with us after 5pm on a Business Day or on a non-Business Day (i.e. a Saturday, Sunday or Bank holiday), it will be deemed received on the next Business Day. Because of time differences and local payment cut-off times, we recommend that in order to avoid any payment delays you send funds to us immediately on booking the transaction.

**18.3 What happens after you have submitted your transaction?** Once we have received your transaction order, we will send you a Trade Confirmation Notice by email and text message. Each transaction is given a unique transfer number and is shown in the transaction history on your E4F Account. You should quote this transfer number when communicating with us about a particular transaction.





**18.4 You need to provide us with sufficient funds before we can process your transaction.**

We will only process your transaction if we hold or have received sufficient cleared funds from you. It is your responsibility to fund your transaction in a timely manner. We are not responsible for the time it takes for the money to be sent to us by your bank or payment service provider.

**18.5 Verification checks may increase the time for processing your transaction.** We carry out verification checks, and these checks may increase the time it takes to process your transaction. We are not responsible for any delays as a result of carrying out those checks.

**18.6 We will use reasonable efforts to ensure funds arrive at your recipient's account within the notified timeframe.** We will use reasonable efforts to ensure that the funds arrive in the recipient's bank account or payment account within the timelines notified to your or otherwise specified in our FAQ/Help section. We do not have any control over the time it may take for the recipient's bank or payment provider to credit and make available funds to the recipient.

**18.7 Refusal of your transaction.** If we are unable to complete your transaction, we will let you know and, if possible, the reasons for the refusal and an explanation on how to correct any factual errors. However, we are not required to notify you if such notification would be unlawful. E4F reserves the right not to provide a reason for the refusal of a transaction.

**18.8 You may cancel your transaction before your funds are converted.** You may cancel your payment order by following the instructions set out in our [FAQ/Help](#). You cannot cancel your payment order once your funds have been converted into the Target Currency you requested.

**18.9 You must ensure the information you provide to us is correct.** You must make sure that the information you provide when setting up a transaction is accurate. If we have processed your order in accordance with the information you have provided to us it will be considered correctly completed even if you have made a mistake.

**18.10 What happens if you provide us with incorrect information?** If you provide incorrect information with your payment order, we will use reasonable efforts to recover the funds for you, and may need to charge you a fee for that. We will, however, not be liable for any losses incurred.

## **19. Cancellation or Alteration After an FX Contract is Concluded**

**19.1** E4F acts as a matched principal broker which means that it enters into a matching transaction, either on an individual or aggregate basis (at E4F's sole discretion) with its banking counterparty when it concludes an FX Contract with you. This means that if E4F cancels an FX Contract, it also has to cancel the corresponding FX transaction it has booked with its counterparty bank. A cancellation of an FX Contract is referred to as a "Close Out".

**19.2** If you inform us that you wish to cancel an FX Contract, we may agree to cancel it at our sole discretion. We have sole discretion to treat your death, illness, any threat of legal action against you or an Insolvency Event as a Cancellation Event.

**19.3** In circumstances where we agree to cancel an FX Contract at your request we will Close Out the existing FX Contract and may add a Spread, which will be in line with the Spread added to your FX Contract when it was concluded. If any gain is realised in excess of the Spread added to the Close Out transaction, we shall pay this to you less any amounts owed to us, on any FXvContract.

**19.4** If you fail to perform any of your obligations under this Agreement we may Close Out any open position (i.e. open FX Contract(s)) without further notice to you and off-set any funds held for you (whether received from you or a third party on your behalf) against any amounts due to us to cover any actual losses we have incurred as a result. In Closing Out an



FX Contract E4F may add a Spread, which will be in line with the Spread added to your FX Contract when it was concluded?

**19.5** You acknowledge that, in the event we are required to Close Out an FX Contract in the circumstances described in clauses 19.2 and/or 19.3, we may need to enter another currency transaction to Close Out our matching position we have with our banking counterparty and we will charge you our reasonable costs incurred for the matching transaction and for any loss arising on these transactions.

**19.6** We reserve the right to charge a cancellation fee to cover our costs of Closing Out the position together with a compensating sum calculated by us as being equal to the loss suffered by us in connection with the cancellation together with interest at a rate of interest of Bank of England base rate plus 2% on such compensating sum for each day between the Cancellation Event and payment to us.

**19.7** If you notify us that you want to alter any of the Commercial Terms of an FX Contract we may at our sole discretion, agree to such amendments that are reasonable given the market conditions. We reserve the right to charge an administration fee of £50 representing administration costs involved.

**19.8** In the event that E4F Closes Out your FX Contract, for any reasons outlined in this Agreement, and it transpires that the matching transaction was aggregated then the loss or gain resulting from the Close Out of E4F's matching transaction will be determined by applying the closing rate of the Bank of England of that relevant currency +2% on the day you concluded the FX Contract with E4F.

## **20. Maintaining your Exchange4free Account**

**20.1 Transaction history is displayed on your Exchange4free online Account.** All your transactions are recorded in the transaction history section of your E4F account. You may access this information after you have logged into your E4F account. We have allocated a reference number to each transaction; you should quote this reference number when communicating with us about a particular transaction.

**20.2 Check your E4F account regularly.** You must check your Exchange4free account regularly and carefully and contact us immediately if you don't recognise a transaction or think we have made a payment incorrectly. You must tell us about any unauthorised or incorrectly executed transactions immediately, but no later than 13 months from the transaction; otherwise you may not be entitled to have any errors corrected.

**20.3 You accept the risks of holding balances in multiple currencies.** 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.

**20.4 No negative balance in your E4F account.** You promise to always have a zero or positive Balance in your E4F account. If your E4F account goes into a negative balance as a result of a chargeback, reversal of a transaction, deduction of fees or any other action carried by you, you promise to repay the negative balance immediately without any notice from us. We may send you reminders or take such other reasonable actions to recover the negative balance from you; for example, we may use a debt collection service or take further legal actions. We will charge you for any costs we may incur as a result of these additional collection efforts.

**20.5 Taxes.** You are responsible for any taxes, which may be applicable to payments you make or receive, and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority.



## 21. Payments or Disbursements from Exchange4free

**21.1 Service Providers.** We work with local banks, money exchange houses, and other third-party service providers (each, a "Service Provider") to pay funds out to Recipients. You, in your capacity as a Sender, hereby appoint your Recipient as your agent for the purpose of receiving funds in connection with the Service. We attempt to provide up-to-date information on our website regarding the location, availability, and hours of our Service Providers. However, you agree that Exchange4free is not responsible for any inaccurate or incomplete information that may be posted on the site.

**21.2 Payout Methods available to you.** You may be presented with one or more methods of having your funds paid out (in this Agreement, we will call these methods "Payout Methods"). The number of Payout Methods made available to you will depend on a number of factors including, but not limited to, where you live and your verification status with us. We cannot guarantee the use of any particular Payout Method and may change or stop offering a Payout Method at any time without notice to you, but we will ensure that you will always have at least one Payout Method available to you.

**21.3 Payout Methods are not part of our Services.** Payout Methods are not part of our Services, they are services provided by third parties for example the bank where you hold your bank account. For the purposes of a withdrawal transaction, we are a payer and not a payment service provider.

**21.4 You must provide correct information to us.** When setting up your withdrawal request, you must ensure that the information you provide is correct and complete. We will not be responsible for money sent to the wrong recipient as a result of incorrect information provided by you. If you have provided wrong information to us, you may ask us to assist you in recovering the money, but we cannot guarantee that such efforts will be successful.

**21.5 Verification.** Recipients may be required to prove their identity before receiving funds by presenting valid, unexpired identification papers from a list of acceptable forms of identification. In addition, Recipients may be required to provide a Transaction tracking number, a personal identification number (or PIN), a "password", a "secret word", and/or another, similar identifier associated with their Transaction. You give Exchange4free permission to store all such data, as necessary to provide the Service.

**21.6 Delivery Policy.** Exchange4free is not responsible for the delivery of any physical goods and services where this service is used to pay invoices or with transactions involving a third party.

**21.7 Commercial Transactions.** You should not use the Service to send money except to people that you know personally or through valid business dealings. Exchange4free are not responsible for, the quality, safety, legality, or delivery of goods or services that you pay third parties for using the Service. You acknowledge that any use of the Service to pay for such goods and services is at your own risk. If Exchange4free discovers you are using the Service to purchase goods or services, we reserve the right to cancel your transaction(s).

**21.8 Exchange4free will deliver all purchased currency** in regard to any Trades by electronic transfer to the designated onward account specified by the client to Exchange4free. If Exchange4free is not in receipt of satisfactory onward payment instructions from the client, or those instructions cannot be complied with for any reason, then Exchange4free shall accept no responsibility and shall have no liability in respect of any delay or failure of such payment, save for the earliest reimbursement to the client of any sums due and owing. Any bank or other third-party charges accruing for such transfers are the absolute responsibility of the client and monies may be remitted net of such charges. You should make your own enquiries as to such charges and Exchange4free accepts no liability for shortfalls arising there from. We will deduct from any monies held on your behalf the equivalent sum charged to Exchange4free for such transfers, whether related to the current or previous Trades.



**21.9 Exchange4free shall not be held liable for any loss or damages** suffered by the client (or any other party) as a result of Exchange4free's acceptance or refusal to accept a Trade Request.

**21.10 The client is solely responsible for supplying accurate and up-to-date details** to enable Exchange4free to undertake a Trade, including but not limited to, contact information, Trade Requests and onward payment instructions. Exchange4free relies on the client acting in the utmost good faith. The client shall, on a fiduciary basis, notify Exchange4free of any changes to status and residency and any other changes, to information, which may be reasonably required by Exchange4free to transact the services.

**21.11 Charges.** For each Transaction that you submit, you agree to pay Exchange4free a service fee (the "**Service Fee**") plus the Transaction Amount. The service fee may be zero in certain instances. Additional charges may apply. Payment is due at the time your transaction is submitted for processing. Exchange4free accepts payment in the currency shown to you on your transaction deal ticket. This currency is clearly made available to each client before you complete the transaction. If you submit a transaction that results in Exchange4free being charged with NSF (not sufficient funds) fees, chargeback fees, or other similar fees, you agree to reimburse Exchange4free for all such fees. In some instances, for Transactions funded from the Sender's bank account, you agree that Exchange4free may charge your bank account for less than the amount of the transfer (i.e., for a transfer of £300, Exchange4free may debit the bank account for £299.98), as part of our effort to confirm ownership of the account.

## **22. How Much Will You Pay?**

**22.1 You must pay our fees.** You must pay the fees in connection with the use of our Services. We will not process your transaction until we have received the fees from you.

**22.2 You can see our fee structure on the Pricing page.** We will let you know the exact amount payable by you when you set up your order. You can see our fee structure on the **pricing page**. For clarity, the fees applicable to you as set out on the pricing page forms part of this Agreement, which may be subject to change as set out in Section 22.

**22.3 We can make deductions from your Exchange4free account.** You agree that we are authorised to deduct our fees, any applicable reversal amounts, and/or any amounts you owe us from your Exchange4free account. If you don't have enough money in your Exchange4free account to cover these amounts, we may refuse to execute the relevant transaction or provide any Services to you.

## **23. Currency Conversion**

**23.1** You may convert the money held in one currency in your Exchange4free account into other currencies that we support from time to time.

**23.2** On occasions the Exchange4free online system may not allow Exchange4free to perform currency conversions due to technical problems and Exchange4free takes no responsibility for adverse exchange rate movements that may occur during these outages.

**23.3** Exchange4free reserves the right to amend any exchange rate or total amount payable to a client provided by the online system should there be any technical or other fault regarding the calculation of exchange rates or amounts on the said system.

**23.4** Exchange4free does not provide financial advice and is not a regulated entity under the Financial Services & Markets Act 2000 (Regulated Activities) Order 2001. When seeking a trade or entering into any contract with Exchange4free you rely solely on your own judgment. Exchange4free does not provide any advice in regard to foreign exchange or foreign exchange markets and accepts no responsibility or liability for the accuracy or completeness of any information given in this regard and assumes no duty of care in relation to the client in respect of



any transaction. The client uses its own judgment to make Trade requests. Exchange4free does not offer financial advice on any matter including, without limitation, the merits or otherwise of any currency transactions, on individual taxation, or foreign exchange markets.

**23.5** Exchange4free will not be liable to the client for any loss, costs, damages or expenses which arise as a result of currency fluctuations between the date when the Trade is accepted and the Value Date or the date of delivery, whichever is the later.

**23.6** Exchange4free will not be liable for any glitches, pricing issues, downtime, miscalculations or any other problems with the Online System that may result in Clients being quoted incorrect rates or amounts by the system. Exchange4free reserves the right to cancel or amend any such transactions resulting from any problems whatsoever with the Exchange4free Online System.

**23.7** If Exchange4free is obliged to issue court proceedings or other debt recovery action in order to recover any loss, costs, damages or expenses incurred by Exchange4free as a result of your failure to comply with these terms or any contract or Trade made hereunder, it shall be entitled to recover from the client, on an indemnity basis, any legal or other administrative expenses it so incurs.

## **24. Terminating this Agreement and Closing your Exchange4free Account**

**24.1 This Agreement shall continue until terminated in writing by:**

- (a) you, with immediate effect; or
- (b) us, by giving you no less than two months' notice.

**24.2 You may close your Exchange4free account at any time.** You may end this Agreement and close your Exchange4free Account at any time by contacting our Customer Support in writing by emailing [info@exchange4free.com](mailto:info@exchange4free.com) or by hardcopy to Exchange4free, unit 207, The Light Bulb, 1 Filament Walk, SW18 4GQ that you no longer want to be a client. Your status as a client may be terminated by Exchange4free at any time but these terms shall continue to apply to any contract or Trade then in place. Termination by either party shall not affect any existing FX Contract(s) entered into prior to the Termination Date. Any outstanding obligations, owing in terms of any existing FX Contract shall still be enforceable. Each party's duties regarding payment and delivery shall survive termination of this Agreement.

**24.3 You must not close your Exchange4free account to avoid an investigation.** You must not close your Exchange4free account to avoid an investigation. If you attempt to close your Exchange4free account during an investigation, we may hold your money until the investigation is fully completed in order to protect our or a third party's interest.

**24.4 You are responsible for your Exchange4free account after closure.** You agree that you will continue to be responsible for all obligations related to your Exchange4free account even after it is closed.

**24.5 Exchange4free may terminate all or any part of these terms or any contract or Trade** then in place (without incurring liability to you, or any other party, for any loss, costs, expenses or damages incurred as a result thereof) without notice, if the client is in breach of any of these terms or has breached any obligation under any contract between Exchange4free and the client.

**24.6 Exchange4free may also terminate this agreement, a contract, or Trade, at any time, without notice,** if it reasonably believes that the client is unable to fulfill its obligations under these terms. Any loss, costs, damages or expenses incurred by Exchange4free as a consequence of such termination shall be charged to the client and recovered in the manner set out in this Agreement.

**24.7 Exchange4free may also terminate any Trade or Trade Request on the request or instruction of any law enforcement agency,** any regulatory body or any other authorised person. All or any funds then in the control of Exchange4free, whether or not held to the benefit of



the client, may be held or transferred at the request or requirement of such body or person, or as may be ordered by a court or other authorised body.

**24.8 Any sums owed by you to us under this Agreement shall become immediately due and payable on the Termination Date.** You shall pay such sums into a bank account nominated by us as soon as is reasonably practicable (and no later than 5 Business Days) after the Termination Date.

**24.9 E4F shall use its best endeavours to return any funds remaining on your account after the Termination Date.** You can redeem any funds owed to you at any time within six (6) years of the Termination Date.

**24.10 In the event E4F becomes aware of, or have reason to believe that, any of the events specified below have occurred then we may at our sole discretion, terminate this Agreement immediately** by written notice to you and we shall be relieved of any future obligations set out in this Agreement including any obligations arising out of any FX Contract(s) entered into prior to the Termination Date that is to say if one or more of the following occur:

- a) you fail to provide us with material information when requested or required or provide false or misleading information to us;
- b) you fail to settle outstanding funds owing to us under an FX Contract;
- c) you fail to adhere to a request for Initial Margin or Margin Call;
- d) you are or were at any time involved in or assisting in money laundering or terrorist financing, or otherwise fails to meet any verification checks required by applicable law or regulation;
- e) you are being officially investigated by law enforcement and/or regulatory agencies;
- f) you have materially breached the terms of this Agreement or any FX Contract;
- g) an Insolvency Event has occurred;
- h) termination of the Agreement is required by the order of any court or competent regulator or otherwise by operation of applicable law or regulation.

## 25. Intellectual Property Rights

**25.1** While you are using our Services, you may use the Exchange4free materials only for your personal use and solely as necessary in relation to those Services.

**25.2** "Exchange4free materials" include any software (including without limitation the App, developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed and provided by our affiliates or us to you for download from our Website. You may not, and may not attempt to, directly or indirectly:

- (a) transfer, sublicense, loan, sell, assign, lease, rent, distribute or grant rights in the Service or the Exchange4free materials to any person or entity;
- (b) remove, obscure, or alter any notice of any of our trade marks, or other "intellectual property" appearing on or contained within the Services or on any Exchange4free materials;
- (c) modify, copy, tamper with or otherwise create derivative works of any software included in the Exchange4free materials; and
- (d) reverse engineer, disassemble, or decompile the Exchange4free materials or the Services or apply any other process or procedure to derive the source code of any software included in the Exchange4free materials or as part of the Services.

## 26. Liability and Indemnity



**26.1** Provided that the procedures set out in this Agreement are followed by us we are entitled to act on your Instructions, and you agree to indemnify us for all losses arising from our doing so. You also agree to indemnify us from any losses we may incur resulting from any errors made by you or anyone acting on your behalf, in providing Instructions to us whether orally or in writing unless these arise due to our negligence, wilful default or fraud.

**26.2** We are responsible to you for foreseeable loss and damage caused by us. If we do not reasonably meet our commitments to you, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during your account sign up process.

**26.3** In setting out its responsibilities and any liability expressed hereunder, Exchange4free does not attempt to exclude its liability for fraudulent misrepresentation, death or personal injury resulting from its negligence or the negligence of its Employees or any other liability which we have to you under the FCA rules or which cannot be excluded by Law. Exchange4free shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goodwill, loss of contract, loss of use, loss or corruption of data or information or any special, direct, indirect or consequential or pure economic loss, costs, damages, charges or expenses. In any event, save as expressly set out above, Exchange4free's total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of a Trade, shall be limited to the sums paid or payable by the client for that particular Trade or the sum of £25,000 whichever is the lesser sum.

**26.4** E4F shall not be liable to you for:

- a) **any loss of profit, business opportunity or reputation.** We are not liable for business losses. If you use our Services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.; **and/or**
- b) **any action for damages made against you by a beneficiary; and/or**
- c) **any indirect or consequential losses (whether foreseeable or not).**

**26.5** We are not liable for technological attacks. We will not be liable for any loss or damage caused by a virus, or other technological attacks or harmful material that may infect your computer equipment, computer programs, data or other proprietary material related to your use of our Services.

**26.6** We have no control over websites linked to and from our Website. We assume no responsibility for their content or any loss or damage that may arise from your use of them.

**26.7** Exchange4free shall use its reasonable endeavors to complete a Trade once accepted. However, Exchange4free shall accept no liability for reasonable delay or Force Majeure or any other factors outside of our control including but not limited to any change of Law, withdrawal of a currency or the imposition of sanctions over a country or payment beneficiary or any event that would make it unlawful to perform such obligations then we will notify you as soon as is reasonably practicable and will use our reasonable endeavors to return any money paid by you in respect of which we have been unable to discharge such obligations. However, we will not have any liability to you in these circumstances and we may be entitled to recover from you reasonable costs incurred by us in acting in accordance with this clause.

**26.8** Our liability to you for unauthorised payments or our mistake. In case of an unauthorised payment or mistake due to our error, we shall at your request refund the amount of the unauthorised payment including all fees deducted by us, but beyond this we will have no further liability to you. This shall not apply:



- (a) where the unauthorised payment arises from your failure to keep the personalised security features of your Exchange4free account safe in which case you shall remain liable unless section (c) below applies;
- (b) if you do not quickly notify us of security issues on your Exchange4free account (e.g. loss of your password), you remain liable for losses incurred up to your notification to us;
- (c) if the transaction was unauthorised but you have compromised the security of your Exchange4free account with intent or gross negligence in which case you shall be solely liable for all losses; or
- (d) if you don't let us know about the unauthorised or incorrectly completed transaction within 13 months from the date of any unauthorised or incorrectly executed payments.

Section 26.8 (a) above shall not apply to transactions made after you have notified us in accordance with section 6.4 (b) in which case we shall remain liable and refund any unauthorised transaction immediately to you.

**26.9** We will on request make reasonable efforts to trace and recall any unauthorised or incorrectly executed payment transaction and notify you of the outcome.

**26.10** If a loss is incurred due to our negligence, we will attempt to correct the error. If we are unable to do so, we will be liable for any direct losses such as bank fees and interest actually incurred as a result of our negligence and you may be asked to produce documentary proof of such losses prior to us providing compensation.

**26.11** In the event that you enter into an FX Contract with us and it transpires that the currency involved in the transaction (Purchase Currency or Sale Currency) is withdrawn or redenominated into another currency by the relevant authorities, for whatsoever reason, before the Value Date you will still be bound to perform the FX Contract. In these circumstances we will use our reasonable endeavours to replace the withdrawn or redenominated currency by the domestic currency of the country where the funds are being sent or received using an exchange rate determined by us (acting reasonably). We will be entitled to recover from you reasonable costs incurred by us in acting in accordance with this clause.

**26.12** We shall not be liable to you for the non-execution of your payment or for the defective execution of the payment if the information you provide is incorrect or where you have confirmed the details displayed in writing as detailed in clause 15 above. Not responding to our request for confirmation of details or not notifying us that the beneficiary details are incorrect) does not affect the underlying FX Contract that you have entered into and you are still required to send us all agreed amount(s) on the agreed date(s) as confirmed in the Trade Confirmation Notice email and/or text message.

**26.13** You are responsible for checking your Exchange4free account regularly. We rely on you to regularly check the transactions history of your Exchange4free account and to contact customer support immediately in case you have any questions or concerns.

**26.14** We are not liable for things, which are outside of our control. We (and our affiliates) cannot be liable for our inability to deliver or delay as a result of things, which are outside our control. In any event, Exchange4free shall not be liable for any direct, indirect or consequential loss or damage as a result of any Trade, whether the loss, damage, expense or cost incurred was due to the negligence or delay of Exchange4free or otherwise. Exchange4free shall not be liable for any loss incurred as a result of any reasonable delay in the onward transmission of any monies to the client if that Exchange4free could not reasonably avoid delay. Exchange4free shall not be liable for the acts or omissions of any third parties upon whom it relies to complete Trades.

**26.15** You are liable for breaking this Agreement or applicable laws. In the unlikely event of loss or claims or costs and expenses arising out of your breach of this Agreement, any applicable





law or regulation and/or your use of our Services, you agree to compensate our affiliates and us and hold us harmless. This provision will continue after our relationship ends.

## 27. Accessing Our Services

We will try to make sure our Services are available to you when you need them. However, we do not guarantee that our Services will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Service without notice. We will not be liable to you if for any reason our Services are unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our Services.

## 28. When E4F can Terminate this Agreement or Suspend our Services

**28.1 We may end this Agreement by giving you two months notice.** We may end this Agreement and close your Exchange4free account or any service associated with it by giving you two months' prior notice.

**28.2 We may suspend or close your Exchange4free account without notice in certain circumstances.** We may at any time suspend or close your Exchange4free account and/or end this agreement without notice if:

- (a) you breach any provision of this Agreement or documents referred to in this Agreement;
- (b) we are requested or directed to do so by any competent court of law, government authority, public agency, or law enforcement agency;
- (c) we have reason to believe you are in breach of any applicable law or regulation; or
- (d) we have reason to believe you are involved in any fraudulent activity, money laundering, terrorism financing or other criminal or illegal activity.

**28.3 We may suspend your Exchange4free account for security reasons.** We may suspend your Exchange4free account or restrict its functionality if we have reasonable concerns about:

- (a) the security of your Exchange4free Account; or
- (b) suspected unauthorised or fraudulent use of your Exchange4free Account.

**28.4 We will give you notice of suspension where possible.** We will give you prior notice of any suspension or restriction and the reasons for such suspension or restriction as soon as we can, unless notifying you would be unlawful or compromise our reasonable security measures. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

**28.5 You cannot use the App if this Agreement ends.** On termination for any reason all rights granted to you in connection with the App shall cease, you must immediately delete or remove the App from your devices.

## 29. Our Right to Make Changes

**29.1 We may change this Agreement by giving you at least two (2) months' prior written notice.** If we do this, you can terminate this Agreement immediately by providing written notice to us during the notice period. If we do not hear from you during the notice period, you will be considered as having accepted the proposed changes and they will apply to you from the effective date specified on the notice.



**29.2 In some instances, we may change this Agreement immediately.** Despite clause 29.1, changes to this Agreement which are (1) more favourable to you; (2) is required by law; or (3) relates to the addition of a new service, extra functionality to the existing Service; or (4) any other change which neither reduces your rights nor increase your responsibilities, will come into effect immediately if they are stated in the change notice. Changes to exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.

## 30. How We May Contact You

**30.1 We usually contact you via email.** For this purpose, you must at all times maintain at least one valid email address in your Exchange4free Account profile. You should check for incoming messages regularly and frequently, including within your All Mail, Junk and/or Spam folders, these emails may contain links to further communication on our Website. If you don't maintain or check your email and other methods of communications, you will miss emails about your transactions and our Services. We cannot be liable for any consequence or loss if you don't do this.

**30.2 Other ways we may contact you.** In addition to communicating via email, we may contact you via letter or telephone where appropriate. You must at all times maintain a valid contact phone number and residential address in your Exchange4Free Account profile. If you use any mobile services, we may also communicate with you via Text message. Any communications or notices sent by:

- (a) **Email** will be deemed received by you on the same day if it is received in your email inbox before 5pm on a Business Day. If it is received in your email inbox after 5pm on a Business Day or at any other time, it will be deemed received on the next Business Day.
- (b) **Post** will be deemed received three days from the date of posting for UK post or within five days of posting for international post.
- (c) **SMS/Text** will be deemed received the same day.

**30.3 Where legislation requires us to provide information to you on a durable medium,** we will either send you an email (with or without attachment) or send you a notification pointing you to information on our Website in a way that enables you to retain the information in print format or other format that can be retained by you permanently for future reference. Do keep copies of all communications we send or make available to you.

**30.4 If you need a copy of the current Agreement or any other relevant document,** please contact customer support by emailing [info@exchange4free.com](mailto:info@exchange4free.com)

**30.5 This Agreement is made in the English language.** Documents or communications in any other languages, if available are for your convenience and only the English language version of them are official.

## 31. Complaints

**31.1** If you have any complaints about us or our Services, you may contact us following our complaints policy and procedure, which are in accordance with the Financial Conduct Authority's requirements, and the details whereof are available on our website at [www.exchange4free.com](http://www.exchange4free.com).

**31.2** You can also take your complaint to the Financial Ombudsman Service should you not be satisfied with our final response. Eligibility criteria and information on the procedures involved are available from the Financial Ombudsman Service, Exchange Tower, London, E14 9SR.



## 32. E4F Does Not Provide Advice

**32.1** E4F shall not provide you with any investment advice or advice such as whether to proceed or not to proceed with a transaction or in respect of timing of a transaction or the legal, regulatory, business, financial or other consequences of a transaction.

**32.2** All services contemplated by this Agreement are provided on an execution-only basis.

**32.3** Any decision to transact is always your decision and we cannot be liable for any loss including loss of exchange rate move before or after you transact. We may provide market information at your request, but this is not provided as advice and you should not infer anything from the information. Foreign exchange conditions are very complex and volatile and as a result we cannot accept responsibility for your decision to enter into a transaction under this Agreement.

## 33. Other Important Terms

**33.1 Nobody else has any rights under this Agreement.** This Agreement is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement any other person in order to end or make any changes to this Agreement.

**33.2 We may transfer this Agreement to someone else.** You may not transfer, assign, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights and obligations under this Agreement (including the Exchange4free Account) without our prior written consent. We reserve the right to transfer, assign or novate this Agreement (including the Exchange4free Account) or any right or obligation under this Agreement at any time without your consent. This does not affect your rights to close your Exchange4free Account under clause 24. In the event that we assign our rights in accordance with this clause, you agree to the transfer of all Relevant Funds held for you to the assignee.

**33.3 We will in accordance with the Regulations provide, make available, communicate and inform you of certain information relating to Payment Services provided by us.** We will do this in accordance with the Regulations and where applicable in a Durable Medium. Your attention is drawn to clause 6.13 where you confirm that you have regular access to the Internet and email and that you are able to store information sent to you by email and other electronic means in a Durable Medium.

**33.4 All communications in relation to this Agreement and the services contemplated hereunder, whether orally or in writing, must be in the English language.** All communications may be made by any reasonable means, including but not limited to, telephone, letter, electronic mail or Text/SMS. We reserve the right to request that you confirm in writing any oral communications that you may give us.

**33.5 This Agreement and the services contemplated hereunder are subject to all applicable laws, rules and regulations,** including (but not limited to) the Financial Services and Markets Act 2000, the Regulations, the relevant rules of the Financial Conduct Authority or any other competent regulatory authority. If there is a conflict between this Agreement and any applicable Laws, the latter will prevail.

**33.6 Nothing in this Agreement confers or is intended to confer a benefit enforceable by a person who is not a party to it** and no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

**33.7 The provisions of this Agreement are severable** and the invalidity or unenforceability of any provision herein, as decided by any court or other relevant authority having



jurisdiction, shall not affect the validity or enforceability of any other part of this Agreement, will remain in full force and effect.

**33.8 While you are using our services, you may use E4F Materials** only for your personal or corporate use and solely as necessary in relation to those services. You may not, and may not attempt to, directly or indirectly remove, obscure or alter any notice of any of our trademarks, or other intellectual property appearing on or contained within the services or any E4F Materials.

**33.9 Even if we delay in enforcing this Agreement, we can still enforce it later.** If we delay in asking you to do certain things or in taking action, it will not prevent us taking steps against you at a later date and all our rights in law and under this agreement are and remain reserved.

**33.10 This Agreement supersedes any other previous agreements.** This Agreement supersedes and extinguishes all previous agreements between you and Exchange4free, whether written or oral, relating to its subject matter.

**33.11 Which laws apply to this Agreement and where you may bring legal proceedings?** This Agreement is governed and construed in accordance with English law. Any dispute between you and us in connection with your Exchange4free Account and/or this Agreement may be brought in the courts of England and Wales, which the parties hereby agree has exclusive jurisdiction.