

## Terms and conditions

### PREAMBLE

This is Moneycorp's travel money account agreement (this 'Agreement'), which will govern any contract the Client enters into with Moneycorp for a foreign exchange transaction. While this Agreement governs the terms of transactions and contracts which Moneycorp enters into with the Client, it does not impose any obligation on Moneycorp to enter into any transaction with the Client.

### 1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

**'Access Codes'** means one or more unique security codes which Moneycorp or a third party authorised by Moneycorp may issue to the Client to gain access to the System including a user name and password.

**'Agreement'** means these terms and conditions as amended from time to time.

**'Business Day'** means Monday to Friday excluding English bank and public holidays.

**'CDD'** has the meaning given in clause 11.1.

**'Consignment'** means the physical currency which is to be delivered to the Client, or collected by the Client, under a Contract.

**'Contract'** means an Order, once confirmed by Moneycorp, incorporating and subject to the Agreement.

**'Licence'** means a revocable, non-exclusive, non-transferable licence to access the System, which is not sub-licensable.

**'Moneycorp Bureau'** means any location(s) from which the customer is able to collect purchased and/or reserved currency. All Moneycorp Bureaux from which a Consignment can be collected will be displayed on the System at the time of Ordering. This may include locations which are managed and/or owned by third parties but from which Moneycorp is permitted to distribute Consignments.

**'Manifest Error'** means a manifest or obvious misquote by Moneycorp based on a published price source on which Moneycorp has relied in connection with any Contract, having regard to the current market conditions at the time an Order is placed, as determined by Moneycorp.

**'Moneycorp Group Company'** means TTT Moneycorp Limited and any holding company, subsidiary or subsidiary of a holding company of TTT Moneycorp Limited. For these purposes 'holding company' and 'subsidiary' shall have the meaning given in section 1159 of the Companies Act 2006.

**'Money Laundering Requirements'** means the UK laws and regulations for the prevention of money laundering, terrorist financing and the provision of financial and other services.

**'Order'** means an order for the purchase of foreign currency.

**'Payment Card'** means a UK-issued debit or credit card (including without limitation American Express, MasterCard or Visa).

**'Pounds Sterling'** means the lawful currency of the United Kingdom from time to time.

**'Reserve and Collect'** has the meaning given in clause 6.2.1.

**'Shortage'** has the meaning given in clause 7.1.5.

**'System'** means the online foreign exchange system used by Moneycorp from time to time.

**'Travel Money Services'** means the services provided under these terms which allows the Client to purchase foreign currency for delivery or collection and includes without limitation the Reserve and Collect services.

**'Website'** means [travelmoney.moneycorp.com](http://travelmoney.moneycorp.com)

**'Written'** includes, unless the contrary is expressed, by email.

1.2 References to any law, statute or statutory provision shall include any subordinate legislation made from time to time and any such references to a law, statute, statutory provision or subordinated legislation is a reference to it as it is amended, restated or in force from time to time. All such references are to English law, statute or statutory provision unless otherwise stated.

1.3 Words in the singular shall where appropriate include the plural and vice versa.

1.4 References to one gender or the neuter are to any gender.

1.5 Any headings used in this Agreement are for ease of reference only and should not be used in the interpretation or construction of this Agreement.

### 2. BASIS OF CONTRACT

2.1 After the Client has registered for Travel Money Services, during which process the Client confirms that the Client has read and understood these terms and conditions, Moneycorp will notify the Client if Moneycorp accepts the Client (at Moneycorp's absolute discretion) as a client and will enter into the Agreement.

2.2 The Agreement applies to any Order between the Client and Moneycorp for Travel Money Services.

2.3 Any Order is subject to confirmation by Moneycorp whereupon, subject to any correction of Manifest Errors, it will become a legally binding Contract. If the Client is placing an Order on the System, the Order will be confirmed upon the Order appearing as 'confirmed' on the confirmation screen.

2.4 The Agreement applies to any Order and Contract to the exclusion of any other terms and conditions that the Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 If Moneycorp does not accept an Order it will notify the Client. If, for any reason, Moneycorp does not accept an Order then the Client will not be charged. Please note, even if Moneycorp does not accept an Order the Payment Card issuer may still reserve the relevant funds for a period of time and the Client should contact the Payment Card issuer direct in such circumstances.

2.6 If Moneycorp accepts the Client's Order, the Client cannot cancel, rescind or amend it without Moneycorp's express Written consent. If Moneycorp in its sole discretion decides to make a change to the Contract at the request of the Client, it may charge an administration fee of up to £10.

2.7 Moneycorp may enter into Contracts with the Client by telephone and by the System or any other means as Moneycorp may agree with the Client from time to time.

### 3. USING THE SYSTEM

3.1 Depending on the rights granted to the Client, the System may be used to place Orders for the purchase and/or reservation of currency subject to any restrictions or limitations imposed by Moneycorp.

3.2 Moneycorp grants to the Client the Licence in consideration of the Client agreeing to be bound by the Agreement and Contract(s), and restating the Client's agreement each time the Client accesses the System.

3.3 Moneycorp may suspend or terminate the Licence at any time by giving written notice.

3.4 Termination of the Licence will not affect any accrued rights or liabilities of either Party nor will it affect the coming into force or the continuance in force of any other provisions of the Agreement or Contracts which are expressly or by implication intended to come into force or continue in force on or after that termination.

3.5 All intellectual property rights in the System will remain vested in Moneycorp or the third parties that licensed them to Moneycorp. This includes copyright in the Website. The Client is not permitted to reproduce any parts of the Website, create any derivative works or incorporate the Website into any other websites, electronic retrieval systems, publications or otherwise. However, as part of the Licence and subject to clause 3.6 and

3.7, the Client is permitted to download or print single copies of web pages for the Client's own internal record-keeping purposes, provided the Client complies with all instructions given by Moneycorp whether on the Website or otherwise.

3.6 The Client shall not recreate or copy, modify, reproduce or distribute the System or create derivative works from it or permit its reverse engineering, disassembly, decompilation or otherwise attempt to ascertain the source code or internal workings of the System.

3.7 Moneycorp does not warrant the availability of the System at any time and Moneycorp reserves the right to restrict or terminate the Client's access to it or change the configuration or functionality of the System at any time.

3.8 Moneycorp does not warrant the performance of the System or the correctness, accuracy or completeness of any information that the Client receives via the System and the Client's reliance on it is entirely at the Client's own risk.

3.9 Moneycorp accepts no liability for any losses caused by the System's unavailability.

3.10 The Client warrants that the Client will only use the System, according to the rights granted to the Client, to purchase currency for legal purposes as principal on the Client's own behalf.

3.11 The Client must not use or attempt to use the System except for its intended purpose in accordance with Moneycorp's instructions.

3.12 The Access Code(s) will be issued by email to the email address(es) provided to Moneycorp as part of the registration process.

3.13 The Client must keep the Access Code(s) confidential and secure and must not disclose the Access Code(s) to anyone. The Client should not write down the Client's Access Code(s) and the Client should employ appropriate security software to protect them once entered into the Client's computer. The Client should ensure that the Client logs out and closes the Client's internet browser after using the System.

3.14 Should the Client become aware of or suspect that an unauthorised person or third party has knowledge of or access to the Client's Access Code(s), the Client must inform Moneycorp immediately.

3.15 The Client must ensure that all the data, messages and code that the Client provides to Moneycorp by any electronic means do not contain any computer viruses, destructive programs or other devices likely to cause harm to the System.

3.16 The Client warrants that it will comply with all applicable laws, rules and regulations issued by relevant authorities or industry bodies in relation to the Client's use of the System.

### 4. CURRENCY CONTRACTS

4.1 The minimum Order value for home delivery is £250 worth of currency and the maximum Order value for home delivery is £7,500 worth of currency. Alternatively, if the Client elects to collect the Consignment from a Moneycorp Bureau, there is no minimum Order value and the maximum Order value is £15,000 worth of currency.

4.2 Moneycorp reserves the right to request CDD information from the Client at any time. Moneycorp shall not be obliged to accept any Order or deliver (or make available for collection) any Consignment until such time as the relevant CDD information has been provided to Moneycorp and is, in Moneycorp's sole discretion, acceptable. The provision of CDD information to Moneycorp shall not prevent Moneycorp from requesting further CDD information.

4.3 Moneycorp may amend the Order and/or Contract limits set out in clauses 4.1 and 4.2, however, any Orders which have already been confirmed to the Client (and are therefore legally binding Contracts) shall not be affected subject to any legal or regulatory obligations imposed upon Moneycorp.

4.4 As part of the Order the Client will choose to either (i) have the Consignment delivered to their Payment Card billing address; or (ii) collect the Consignment from a Moneycorp Bureau.

4.5 The Client acknowledges that Moneycorp only stocks certain denominations of each currency and that any Contracts will be processed in accordance with the denominations available at any one time. At the time of placing an Order, Moneycorp may round the Client's Order up or down to the nearest available denomination of bank note and this will be reflected in the price of the Client's Order.

4.6 The Client is responsible for checking the import and/or export requirements of the United Kingdom and any country the Client may be visiting.

### 5. INFORMATION

5.1 Except where Moneycorp has specifically agreed otherwise in writing, any information including any graphs, charts or market news Moneycorp supply to the Client, is believed, to the best of Moneycorp's knowledge and belief, at the time it is given, to be accurate and reliable. Neither Moneycorp nor any third party which provides information to Moneycorp for supply to the Client: (i) gives any warranty as to the accuracy, completeness or timeliness of any information Moneycorp makes available to the Client, or (ii) has any liability whatsoever for any error or inaccuracy in such information.

5.2 Any information Moneycorp provides to the Client is confidential and solely for the Client's use. Information remains the property of Moneycorp or any third party which provides information to Moneycorp and must be returned on request. It may not be reproduced or redistributed without Moneycorp's explicit Written permission.

5.3 Any decision the Client makes to enter into a Contract is made on the Client's judgement alone. It is the Client's responsibility to familiarise itself with the foreign exchange products or services the Client is buying and Moneycorp will assume that the Client has done so.

### 6. PAYMENT

#### 6.1 Contracts for the purchase of currency

6.1.1 If there are any fees or charges (including delivery charges) applicable to the Client's Order, these will be displayed on the System during the ordering process. Alternatively, if the Client places its Order over the telephone, it will be notified of any fees or charges during the telephone call. Please note, this does not include any fees or charges which the Payment Card issuer may levy against the Client directly.

6.1.2 Moneycorp may amend its prices, fees and/or charges at any time, however, any Orders which have already been confirmed to the Client (and are therefore legally binding Contracts) shall not be affected. Except in the event of a Manifest Error, the current prices, fees and/or charges will be those quoted to the Client via the System or over the telephone.

6.1.3 Moneycorp will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards the Client but the fact that the Client may have entered into, or refrained from entering into, a corresponding financial commitment, contract or transaction in reliance on an Order placed with Moneycorp (or that the Client has suffered or may suffer any loss) will not be taken into account by Moneycorp in determining whether there has been a Manifest Error.

6.1.4 Subject to clause 6.2.1, Contracts for the purchase of currency must be paid for at the time of Ordering using a Payment Card. The billing address of the Payment Card must match the Client's residential address. Any discrepancies on the Client's Payment Card should be raised directly with the Payment Card issuer.

6.1.5 All Contracts must be paid for by the Client in Pounds Sterling unless otherwise agreed by Moneycorp.

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### 6.2 Contracts for the reservation of currency

**6.2.1** As an alternative to paying for the currency when placing an Order, the Client may elect to reserve the currency, using the System only, and pay for such currency when collecting it from a Moneycorp Bureau ('Reserve and Collect'). In such circumstances, the Client may elect to pay for the currency at the Moneycorp Bureau using a Payment Card or by cash. For the avoidance of doubt, reserved currency is only available to collect from Moneycorp Bureaux and will not be delivered to the Client.

**6.2.2** Notwithstanding any other provisions herein, the Client shall not be obliged to purchase any currency reserved in accordance with clause 6.2.1. However, where the Client chooses to purchase the reserved currency, the Client will do so at the price shown on the System (except in the event of a Manifest Error) at the time of placing the Order. For the avoidance of doubt, if the Client chooses to purchase the reserved currency then Moneycorp shall be obliged to sell it to the Client.

**6.2.3** The Client can place a Reserve and Collect Order up to 30 days in advance of the intended collection date or in accordance with any other timeframe as displayed on the System from time to time.

### 7. DELIVERY

#### 7.1 Delivery of a Consignment

**7.1.1** Any Consignment, which is to be delivered to the Client as part of the Contract, will only be delivered to the billing address of the Payment Card used when placing the Order. A signature will be required at the point of delivery.

**7.1.2** Any Consignment, which is to be delivered to the Client's billing address, will be sent by, and is subject to the terms and conditions of, Royal Mail's Special Delivery service. A copy of the Royal Mail's Special Delivery terms and conditions are available from the Royal Mail upon request. Moneycorp may elect at its sole discretion to change to another service provider from time to time.

**7.1.3** Any delivery times quoted by Moneycorp are estimates only and the Client attention is particularly drawn to clause 12.2 which excludes Moneycorp's liability for late deliveries.

**7.1.4** Once a Consignment has been collected by the Royal Mail for delivery it is outside of Moneycorp's control. For example, the Royal Mail may deliver, or attempt to deliver, on a Saturday, even if the Client has not selected the guaranteed Saturday deliver service.

**7.1.5** The Client must not sign for any Consignment which has, in any way, had its packaging ruptured or tampered with. Moneycorp will not accept any responsibility or liability for any Shortage if the Client has signed for a Consignment which has been ruptured or tampered with. For the purposes of this Agreement a Shortage means a situation where the amount of currency Ordered is greater than the amount of currency actually delivered in a Consignment.

**7.1.6** If there is a Shortage in any Consignment the Client must notify Moneycorp within 48 hours after receipt of the Consignment. If the Client does not notify Moneycorp within this timeframe then Moneycorp will not accept any responsibility or liability for such Shortage.

**7.1.7** In the event that the Client notifies Moneycorp of a Shortage in accordance with Clause 7.1.6, Moneycorp may review its CCTV footage of the Consignment being packaged for delivery. The Client agrees that CCTV footage showing the correct amount of currency being packaged for delivery shall be conclusive evidence that the value of currency delivered under the Contract is correct and Moneycorp will not be responsible or liable for such Shortage.

**7.1.8** If for any reason the Client does not receive a Consignment and Moneycorp agrees to send the Client a Consignment of replacement currency and the Client subsequently receives the original Consignment, the Client agrees to return the Consignment of original currency. If the Client does not return the original Consignment within 14 days, Moneycorp reserves the right to charge the Client for the Consignment of replacement currency.

**7.1.9** If, due to an error by Moneycorp, the Client receives more currency than Ordered in a Consignment, then the Client agrees to return the excess currency to Moneycorp within 14 days of receipt of the Consignment. Moneycorp agrees to reimburse the Client for any reasonable postage costs associated with the return of excess currency in accordance with this clause 7.1.9.

**7.1.10** If the Client fails to (i) accept delivery of the Consignment; and (ii) collect the Consignment from the Royal Mail after a failed delivery; then once the Consignment has been returned to Moneycorp the Client may request a refund of its original payment in relation to the Order less any Payment Card handling fees, delivery charges and an administration fee of £10. Alternatively, the Client may request that the Consignment is re-delivered provided that the Client pays any associated costs of the re-delivery. For the avoidance of doubt, these delivery charges will apply even if the original Consignment qualified for free delivery.

#### 7.2 Collection of a Consignment

**7.2.1** Consignments must be collected from a Moneycorp Bureau if (i) the Client has used the Reserve and Collect service; or (ii) the Client chose to collect the Consignment from a Moneycorp Bureau when placing an Order.

**7.2.2** The Client must collect the Consignment from the same Moneycorp Bureau as specified in the Order. Moneycorp cannot guarantee the denominations of banknotes in any Consignment.

**7.2.3** The Client will need to present the Order confirmation, government approved photographic personal identification (for example, a passport or driving licence) and the Payment Card when collecting a Consignment.

**7.2.4** The Consignment will only be held at the Moneycorp Bureau for a limited amount of time. Moneycorp cannot guarantee that the Client will be able to collect the Consignment after the collection date specified in the Order. If the Client believes it will be unable to collect the Consignment on the date specified in the Order, the Client will notify Moneycorp as soon as possible.

**7.2.5** If the Client does not collect the Consignment, Moneycorp will, at the request of the Client, reimburse any payment already made by the Client in relation to the Order less an administration fee of £10.

### 8. COMMISSION-FREE BUY BACK

**8.1** Moneycorp will, subject to clause 8.2 and 8.3, buy back currency which has formed part of a Consignment at any bureau from which Moneycorp operates. Moneycorp will make payment for the currency in Pound Sterling only.

**8.2** Restrictions may be in place at Moneycorp bureaux from time to time which prevent the buy back of some currencies.

**8.3** Moneycorp will only buy back currency if the Client presents evidence of the Contract, satisfactory to Moneycorp, under which the currency was originally purchased. Moneycorp are not able to process buy back transactions by post.

### 9. TAXES

The Client is responsible for all taxes (UK or foreign) that may arise as a result of or in connection with a Contract, whether under current or changed law or practice. Moneycorp shall have no responsibility for any of the Client's tax liabilities, or for providing information or advice in respect of such liabilities and shall not be responsible for notifying the Client of a change in tax law or practice.

### 10. COSTS AND EXPENSES

**10.1** Moneycorp may share Moneycorp's revenue with a Moneycorp Group Company or third party and, where appropriate, Moneycorp will provide the Client with relevant details of such arrangements or upon request.

### 11. MONEYCORP'S OBLIGATION TO KNOW MONEYCORP'S CLIENT AND DECLARATIONS AND WARRANTIES

**11.1** The Money Laundering Requirements require Moneycorp to implement certain due diligence procedures in relation to the identity of each client and other details relating to Contracts (referred to as 'Customer Due Diligence' or 'Know your Customer' ('CDD')). The Client agrees to provide Moneycorp with all the information Moneycorp requires as part of Moneycorp's CDD procedures.

**11.2** When Moneycorp does business with the Client, Moneycorp will be relying on the following declarations, representations and warranties and Moneycorp shall deem that the Client will be repeating them every time the Client gives Moneycorp an Order or enters into a Contract with Moneycorp:

**11.2.1** All information that the Client has provided to Moneycorp is accurate and not misleading and the Client has not withheld any material information from Moneycorp.

**11.2.2** The Client has provided Moneycorp with correct and up-to-date contact details.

**11.2.3** By giving Moneycorp an Order or entering into the Contract the Client will not be in breach of any law or regulation in any relevant jurisdiction.

**11.2.4** The Client is not a politically exposed person (as defined in the Money Laundering Requirements) or if the Client is or the Client becomes so the Client will notify Moneycorp immediately.

### 12. LIABILITY

**12.1** Moneycorp will not be liable to the Client for the act or omission of any third party, provided that where Moneycorp has instructed the third party, Moneycorp shall use reasonable skill and care in selecting the third party.

**12.2** Moneycorp will not be liable to the Client for the failure of Consignments, under any Contract, to be delivered to the Client on time. Time shall not be of the essence for the delivery of Consignments under this Agreement.

**12.3** Moneycorp shall not be responsible for or liable to the Client, or any person claiming through the Client (whether in contract or for breach of a legal duty of care owed by Moneycorp or otherwise) for any consequential or indirect loss, damage, cost or expense of any nature whatsoever, nor for any economic loss or loss of turnover, profits, business, anticipated savings or goodwill, any damage to reputation, loss of trade, loss of bargain, or loss of opportunity (whether direct or indirect), incurred or suffered by the Client or any person claiming through the Client, in each case whether such damage was foreseen or advised to Moneycorp as likely to occur.

**12.4** Moneycorp shall not be liable to the Client in contract, tort (including negligence) or otherwise for any loss or damage in connection with the performance or failure to perform any provisions of a Contract where and to the extent that such loss or damage arises directly or indirectly from an act or omission of the Client or its employees, agents or contractors. For the avoidance of doubt, this includes without limitation (i) the failure of the Client to provide Moneycorp with the correct information in connection with an Order and/or Contract and to keep that information up to date; and (ii) the failure of the Client to provide Moneycorp with CDD information when requested.

**12.5** The liability of Moneycorp to the Client in respect of each Contract shall be limited to a sum equal to the total value of the Client's Contract and any charges Moneycorp makes for each Contract in respect of which the Client is making a claim.

**12.6** Nothing in this Contract excludes or restricts Moneycorp's liability in respect of: fraud or wilful misconduct; death or personal injury caused by Moneycorp's negligence; or any other liability which cannot lawfully be excluded.

**12.7** The Client and Moneycorp agree that the exclusions and limitations of liability and the resulting allocation of risk and liability contained in each Agreement and Contract is reasonable in all the circumstances and having regard to all relevant facts.

### 13. TERMINATION

**13.1** Either Party may terminate the Agreement at any time by giving the other Party no fewer than 30 days' written notice. Any notice of termination under this clause 13.1 shall be subject to any Contract which has not been delivered or collected prior to the termination date specified in the Written notice of termination.

**13.2** Moneycorp may terminate the Agreement or any Contract with immediate effect by giving notice to the Client if:

**13.2.1** the Client commits a material breach of the Agreement or the Contract in question (in respect of termination of that Contract) and (if such breach is remediable) fails to remedy that breach within a reasonable period of time after being notified in writing to do so; or

**13.2.2** the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts; or

**13.2.3** if the Client commits a breach of clause 17 of this Agreement or Moneycorp reasonably suspects the Client of a breach of clause 17 of this Agreement; or

**13.2.4** there shall occur the withdrawal of any government, state or federal authority approval, or the imposition of any law or regulation, which means that any Contract is substantially unable to be performed in the manner contemplated; or

**13.2.5** the Client fails to provide Moneycorp with material information when required or any information that the Client provides to Moneycorp is in Moneycorp's reasonable determination materially incorrect or misleading; or

**13.2.6** any representation, warranty or statement made or deemed to be made by the Client under the Agreement or Contract is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and the circumstances giving rise to such fact are not remedied within seven days; or

**13.2.7** Moneycorp suspects fraud; or

**13.2.8** Moneycorp is required to do so on the instruction of any law enforcement or regulatory agency or other body with appropriate authority (in which case Moneycorp may retain or otherwise deal with all or any of the Client's money as Moneycorp is required to do so by such agency or body).

**13.3** Termination of the Agreement or any Contract, for whatever cause, shall be without prejudice to the rights of either Party accrued prior thereto, including without limitation any right to payment of any sum and any right to sue in respect of any antecedent breach of the Agreement or any Contract, and termination shall not affect any provision of the Agreement or Contract which, in order to give full effect to its meaning, needs to survive such termination (and all such provisions shall survive such termination to the extent necessary to give full effect to their meanings).

**13.4** In the event of termination of the Agreement or any Contract, Moneycorp is entitled to terminate any licence.

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### 14. RECORDING TELEPHONE CONVERSATIONS

Moneycorp may record telephone conversations and Moneycorp may use these recordings as evidence of Orders made, Contracts entered into, and/or in relation to disputes, as well as for Moneycorp's ongoing quality control and training programme. Moneycorp may also maintain a record of all emails sent by or to Moneycorp. All those recordings and records will be maintained at Moneycorp's absolute discretion and are the property of and can be used by Moneycorp in the case of a dispute. Moneycorp does not guarantee that Moneycorp will maintain such recordings or records or be able to make them available to the Client.

### 15. DATA PROTECTION

Moneycorp will observe the requirements of the Data Protection Act 1998 (as amended and supplemented) in the performance of its obligations under this Agreement and will comply with any request made or direction given by the Client, which is directly due to the requirements of the Data Protection Act 1998. Moneycorp will only use personal data to allow Moneycorp (which for the purposes of the following permissions will include any Moneycorp Group Company) to provide the Travel Money Services to the Client, to assess Moneycorp's risks in providing the Travel Money Services to the Client, and/or to enable Moneycorp to enforce its rights under the Agreement and any Contracts if necessary. This may involve passing personal data to third-party service providers or Moneycorp's agents, on the understanding that they keep it confidential. Moneycorp may need to give its auditors, professional advisers, agents or subcontractors access to personal data or anyone who is interested in Moneycorp's business. Moneycorp may send personal data outside the European Economic Area (EEA) to jurisdictions which may not have an equivalent standard of data privacy laws as that in Europe or the EEA. Where Moneycorp does this, Moneycorp will take appropriate steps to protect personal data. Moneycorp may conduct searches through an identity-referencing agency, credit-referencing agency and other sources of information and use scoring methods to verify the Client's identity. A record of this process will be kept and may be used to help other companies verify the Client's identity. Information may also be passed to financial and other organisations to prevent fraud. If the Client has been referred to Moneycorp by a third party, Moneycorp may provide them (or any party to whom they assign their rights under their contract with Moneycorp) with personal data relating to the Client's Contracts in which they are interested by virtue of Moneycorp's contracts with them. Moneycorp may from time to time - by telephone, email or other electronic communication, fax or post - provide the Client with information relating to other services that Moneycorp, any Moneycorp Group Company or selected third parties connected with Moneycorp's business can offer. The Client agrees that Moneycorp may call upon the Client at a reasonable hour or otherwise communicate with the Client without an express invitation. The Client's attention is also drawn to Moneycorp's full Client Privacy Commitment which is available on the Website or on request from the Client's usual Moneycorp point of contact or Moneycorp's Data Protection Officer.

### 16. ASSIGNMENT AND SUB-CONTRACTING

**16.1** Moneycorp may, at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of its rights and/or obligations arising under or out of the Agreement or any Contract. Moneycorp may subcontract or delegate in any manner any or all of Moneycorp's obligations under the Agreement or Contract to any third party or agent.

**16.2** The Agreement and Contracts are personal to the Client and its rights and obligations may not be transferred or assigned by the Client to anyone else, although the rights and obligations will pass to the Client's successors and permitted assigns (where relevant).

### 17. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

**17.1** The Client shall execute all necessary and relevant registrations (if any) to ensure the validity and enforceability of each Contract. The Client shall at all times comply with all applicable laws and regulations, including all applicable anti-money laundering 'Customer Due Diligence' or 'Know your Customer' laws and regulations, all applicable anti-bribery and anti-corruption and anti-terrorist laws and regulations, and all applicable directions or instructions from any applicable government or regulator, in connection with its obligations under the terms of the Agreement and each Contract, together with any reasonable requests made by Moneycorp for the purpose of complying with its obligations under this clause. The Client shall indemnify and hold Moneycorp harmless from and against all fines, penalties, liabilities, losses, costs or expenses arising from the Client's failure to comply with such laws, regulations, directions and instructions.

**17.2** The Client represents and covenants that it will not knowingly provide Moneycorp with any funds derived from activities or business with any person, or in any country or territory, that is the target of economic sanctions if receiving such funds will result in a violation by Moneycorp of applicable economic sanctions laws, rules or regulations.

**17.3** Each Party warrants to the other that the execution, delivery and performance of any obligation under the Agreement and any Contract are within its power and it has the authority to perform its obligations under the Agreement and any Contract.

### 18. FORCE MAJEURE

Moneycorp will not be in breach of contract and will be relieved of any liability, loss, damage, cost or expense of any nature whatsoever for any failure or delay in performing its relevant obligations under the terms of a Contract (and the time for performance of the obligations shall be extended accordingly) if and to the extent that Moneycorp's performance of the Contract is prevented or delayed by any circumstances beyond its reasonable control or the reasonable control of its suppliers and contractors, including but not limited to any strike, lock out or other form of industrial action; derelict weapons of war; nuclear, radioactive, biological, chemical, biochemical or electromagnetic weapons or contamination; unavoidable accident; failure of telecommunications, a utility service or transport network; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster. Moneycorp will notify the Client detailing the circumstances and the period for which it is estimated that it will be unable to perform the Contract.

### 19. GENERAL

**19.1** Any typographical, clerical or other error or omission in any documentation produced by Moneycorp under or in connection with any Agreement or any Contract shall be subject to correction without any liability on Moneycorp's part.

**19.2** A person who is not a party to the Agreement or Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement or Contract, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

**19.3** Moneycorp will provide the Client with a copy of these terms and conditions upon request. Moneycorp may send this to the Client by post, email, fax or by displaying it on the Website.

**19.4** Moneycorp may amend this Agreement on reasonable notice to the Client in accordance with Moneycorp's statutory obligations (if any). The amendments will apply to all of Moneycorp's dealings with the Client and to all Contracts entered into by the Client after the effective date, save that the amendments will apply to Contracts entered into prior to the effective date where it is required by law or any relevant Money Laundering Requirements. The Client should refer to the current version of the terms and conditions on the System and/or Website before giving Moneycorp an Order.

**19.5** If any provision (or part of any provision) of the Agreement or the Contract is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of the Agreement or the Contract, and the validity and enforceability of the other provisions of the Agreement or the Contract shall not be affected.

**19.6** No failure or delay by Moneycorp to exercise any right or remedy provided under the Agreement, Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**19.7** Should any provisions of this Agreement be in conflict with any other documentation or information that Moneycorp has provided to the Client in connection with any particular Contract, then this Agreement shall have priority unless specifically agreed by Moneycorp in writing that such other documentation and information shall have priority in whole or in part.

**19.8** The Agreement, together with each Contract, constitutes the whole agreement between Moneycorp and the Client and supersedes all previous agreements (whether Written or verbal) with Moneycorp relating to its subject matter. The Client acknowledges that, in entering into the Agreement and each Contract, the Client has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether Written or verbal and made negligently or innocently) other than as expressly set out in the Agreement and Contract. Nothing in this clause shall limit or exclude any liability for fraud.

**19.9** All intellectual property rights in the System, the Website, any advertising material issued by or on behalf of Moneycorp, all information, materials, prices or charts, business methods, databases or settlement specifications relevant to the Contract or otherwise used or arising in connection with the Contract will remain the property of Moneycorp or any third party which provided it to Moneycorp and the Client will have no rights to distribute, republish, copy, reproduce, sell, sub-license or otherwise transfer or disseminate any of the foregoing unless otherwise expressly agreed in writing.

**19.10** Any Order and all communications between the Client and Moneycorp will be in English.

**19.11** In the event that the Client wishes to make a complaint in relation to the products and services Moneycorp offers, the Client may do so either in writing to Moneycorp's Head Office address at 2 Sloane Street, London, SW1X 9LA, in person, via email or via telephone. A copy of Moneycorp's complaints procedure is available upon request and is also published on the Website.

**19.12** The Agreement and each Contract, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. Each Party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement, any Contracts or their subject matter or formation (including non-contractual disputes or claims).

**19.13** This Agreement and each Contract is non-exclusive and nothing shall prevent either Party from supplying or obtaining similar goods and/or services to or from any third party.

**19.14** Each of the Parties will at all times during and after the term of the Agreement use its reasonable endeavours to keep confidential any information that is disclosed to it by the other pursuant to, or in connection with, the Agreement or any Order or Contract (whether orally or in writing and whether or not such information is expressly stated to be confidential or marked as such) and will not disclose the same except with the written consent of the other Party or unless required to disclose the same by law or order of a court.

**19.15** Except where Moneycorp has specifically agreed otherwise in writing, nothing in the Agreement or any Contract shall give rise to any fiduciary, trustee, agency, joint venture or partnership relationship between any Moneycorp Group Company on the one hand and the Client on the other.