

**TRANSFERMATE TERMS AND CONDITIONS**

These Terms and conditions (the “**Terms**”), are between TransferMate (as defined below) and any entity accessing and/or using TransferMate’s payment and technology services through the Platform (as defined below) (such entity being referred to as “**You**” and “**Your**”, and TransferMate and You collectively being the “**Parties**” or each the “**Party**”).

TransferMate is a strategic partner of Boost Payments Solutions Inc. (“**Partner**”) and is a service provider which provides technology solutions incorporating international money remittance and foreign exchange services, and whose Subsidiaries are authorised and regulated to provide payment services in various jurisdictions globally. These Terms shall apply to the delivery of the Services by the relevant regulated TransferMate entity to You, which are listed at Schedule 1. For the avoidance of doubt, the aforementioned Partner does not provide any of these international money remittance and foreign exchange services, and TransferMate assumes full responsibility for same.

**1. INTERPRETATION AND DEFINITIONS****1.1.** In these Terms:

- 1.1.1. references to persons includes individuals, bodies corporate (wherever incorporated), joint ventures, unincorporated associations and partnerships or any State body;
- 1.1.2. the headings are inserted for convenience only and do not affect the construction or interpretation of the Terms;
- 1.1.3. the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders;
- 1.1.4. any reference to any Applicable Laws or other enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted;
- 1.1.5. any phrase introduced by the words "including", "includes", "in particular", "for example" or similar shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.1.6. any obligation not to do anything shall include an obligation not to suffer, permit or cause that thing to be done;
- 1.1.7. references to Clauses are to Clauses of these Terms or the applicable Schedule; and
- 1.1.8. a reference to any body shall, if that body is replaced by another organisation, be deemed to refer to that replacement organisation and if that body ceases to exist, be deemed to refer to the organisation which most or substantially serves the same purpose or functions as that body.
- 1.1.9. The Schedules (and all documents incorporated or referenced therein) (the “**Schedules**”) form part of these Terms.

**1.2.** For the purpose of these Terms, capitalised terms shall have the following definition:

- 1.2.1. **Account** means the TransferMate account that is created in connection with You being granted access to the Platform, and is not to be confused with a bank account or Your Global Account;
- 1.2.2. **Account Information** means all information required by TransferMate to complete an application to open an Account, including, but not limited to, know-your-customer information, anti-money laundering information, and Your associated information and includes Personal Data, which is further detailed in Clause 4.2;
- 1.2.3. **Affiliate** means entities within Your group of companies (which may include but is not limited to Your Subsidiaries);
- 1.2.4. **Applicable Laws** means all statutory instruments, regulations, orders and other legislative provisions which in any way relate to these Terms or the provision of the Services;
- 1.2.5. **Anti-Money Laundering Policy** means the policy referenced at <https://www.transfermate.com/aml-policy/> which sets out inter-alia TransferMate’s compliance with the regulations, legislation, codes, guidelines and any other regulatory directions of any jurisdiction which govern anti-money laundering and countering the

- financing of terrorism;
- 1.2.6. **Banking Day** means a day on which banks are generally open for business, and for the purpose of the delivery of the Services, shall mean days where banks in Ireland and in Your banking state or country are open;
- 1.2.7. **Beneficiary** means the intended recipient of the Payment Transaction who will be notified to TransferMate by You;
- 1.2.8. **Booking Reference** means the reference number specific to Your Payment Transaction which will enable both You and Us to identify the Payment Transaction;
- 1.2.9. **Business Day** means any day We are open for business for the purposes of executing Payment Transactions, and providing the Services more generally, and excludes Saturday, Sunday and national holidays or legal holidays in countries impacted by the Payment Transaction;
- 1.2.10. **Confidential Information** means all information in whatever form or method of disclosure, that is disclosed by one Party to the other Party, whether or not marked as confidential, to the extent a reasonable person would consider such information as confidential;
- 1.2.11. **Contract** means the agreement formed between You and Us regarding a Payment Transaction which is subject to these Terms;
- 1.2.12. **Data Protection Laws** means all applicable privacy and data protection law within Your jurisdiction and for TransferMate shall include the General Data Protection Regulation (GDPR) (EU) 2016/679 (as amended);
- 1.2.13. **Dual Authorisation** means an option whereby the approval of at least two Users may be configurable by You before entering the Contract or the Platform, as may be made available by Us or by Partner from time to time;
- 1.2.14. **Final Transfer** means the transfer of funds by TransferMate into the account of the Beneficiary;
- 1.2.15. **Funding Account** means those accounts which You wish to use to fund Payment Transactions, whether entered by You or Your Affiliate, and which are presented to TransferMate;
- 1.2.16. **Future Dated Payment** is a payment whereby Your Order requires, and We agree, that the Payment Transaction should not be made at the earliest possible date, but at some future date as advised by You to Us;
- 1.2.17. **Global Account** means a unique virtual collection account or stored value account which shall always be opened by Us on Your behalf where applicable and where permitted, which offers the ability to receive, hold, convert and pay out across multiple currencies;
- 1.2.18. **Go-Live Date** means the date on which We complete Your application to open an Account;
- 1.2.19. **Intellectual Property Rights or "IPR"** means patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semiconductor topography rights, utility models, trade secrets, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration and rights to apply, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- 1.2.20. **Lodgement** means the transfer of funds from Your Funding Account to the Nominated Account following the formation of the Contract in respect of the Payment Transaction;
- 1.2.21. **Mandate** means the Automated Clearing House (ACH) mandate, the direct debit mandate or such other instruction / authorisation to TransferMate specifying an account held by You or Your Affiliate;
- 1.2.22. **Nominated Account** means the TransferMate bank account to which Your Lodgement is required to be made as set out by Us on the Platform when placing an Order, which may include use of the Global Account, whether as default or otherwise;
- 1.2.23. **Order** means the request from You to Us to undertake a Payment Transaction or Receivables Transaction (where applicable);
- 1.2.24. **Payables Service(s)** means those services set out in these Terms whereby We process Orders for You;
- 1.2.25. **Payer** means a person, business or organization that is making a payment to You

- 1.2.26. **Payment Transaction** refers to the agreement for TransferMate to effect a funds transfer on Your behalf whether at a live exchange rate, a pre-agreed exchange rate or without a foreign exchange element;
- 1.2.27. **Platform** means the secure portal on which Services are provided;
- 1.2.28. **Privacy Policy** means the policy set out at <https://www.transfermate.com/privacy-policy/> which governs how We collect, store and manage personal information received from You;
- 1.2.29. **Receivables Services** means the provision of funding by way of Receivables Transactions;
- 1.2.30. **Receivables Transaction** means the process by which You ultimately receive funds from a Payer.
- 1.2.31. **Same Day Processing** refers to Our ability to process a Payment Transaction on the same Banking Day as the day on which Your Lodgement is received by Us in cleared funds in the Nominated Account;
- 1.2.32. **Services** is a collective term for the service provided by Us to You and includes the Payables Services, the Receivables Services, and the Global Account (each, if and where applicable);
- 1.2.33. **Subsidiary** means an entity of which more than 50 percent of the voting power is owned directly or indirectly by that Party, including through one or more Subsidiaries of that Party;
- 1.2.34. **Subprocessor** means any person (including any third party, but excluding an employee of TransferMate, Partner or any of Our subcontractors) appointed by or on behalf of TransferMate to process Personal Data in connection with these Terms;
- 1.2.35. **Supported Currency Pair** means a currency pairing which is available on the Platform as may be modified from time to time;
- 1.2.36. **Term** means the period commencing on the Go-Live Date until the Agreement is terminated in accordance with Clause 19;
- 1.2.37. **Transfermate, We, Us or Our** is a collective term for TransferMate Limited and the entity in the first column of the table provided in Schedule 1 as determined by Your country of incorporation in the second column (the “**Relevant TransferMate Entity**”). References to We, Our or TransferMate herein are taken to be collective references to TransferMate Limited (the parent company of the Relevant TransferMate Entity) and the Relevant TransferMate Regulated Entity, and where there is a need to differentiate, specific reference shall be made to “**Relevant TransferMate Entity**”;
- 1.2.38. **TransferMate Personnel** means the employees and permitted agents of TransferMate;
- 1.2.39. **Unauthorised Transaction** means a Payment Transaction that You, or a User, has not given its consent to be executed;
- 1.2.40. **Users** mean those people that You require to have access to the Services as detailed in Clause 5.3;
- 1.2.41. **Website** means [www.transfermate.com](http://www.transfermate.com), and such other domains and extensions acquired or in use by TransferMate either now or in the future

## **2. INTRODUCTION, SERVICE DESCRIPTION AND LANGUAGE**

- 2.1. These Terms, with effect from the Go-Live Date:
  - 2.1.1. govern the opening, use and closure of the Services and the Account;
  - 2.1.2. require You to confirm that You have read, accepted and understand You are legally bound by said Terms;
  - 2.1.3. may only be entered by You where You have the corporate power and / or legal capacity (meaning in the case of a natural person, being over 18 years of age) to enter a legally binding agreement and to perform Your obligations hereunder;
  - 2.1.4. operate together with the Schedules and any other instruments in writing, including any amending agreements, to constitute the legal relationship between You and Us (collectively the “**Agreement**”);
  - 2.1.5. are available for download in PDF Format;
  - 2.1.6. may also be emailed or posted to You free of charge on request; and
  - 2.1.7. shall in the first instance be made available by Us in the English language, and where a translation is provided by Us, You acknowledge that where there is any difference in interpretation or translation

between various language versions of this Agreement, the English language version shall prevail.

- 2.2. For the use of additional services such as the Receivable Services or Global Account, You have to agree to these terms and confirm by use of such additional services that You have read and accepted the terms applicable to the additional service (such as those set out in the Schedules).

### **3. MODIFICATION AND NOTICE**

- 3.1. We may modify these Terms at any time for any reason including to meet legal requirements unless prohibited by Applicable Law from so doing. Any changes or amendments We make to the Terms shall be made on the provision of at least 60 days prior notice. We will insert a notice on the Platform highlighting that the Terms have been modified and it is Your obligation to ensure You have read and understood the applicable Terms before entering a Contract with Us.
- 3.2. Following the notice period referenced above, any such modification will apply with immediate effect to any new Contract entered between You and Us, and Your continued use of or access to the Service shall be deemed as Your acceptance of the modified Terms.
- 3.3. If, prior to entering a Payment Transaction or otherwise using the Services, You do not agree with the modified Terms then in force, You are free not to continue and to desist from further use of the Services without any further liability to You. This will not affect any obligations You owe to Us, or Our rights with regard to any existing Contracts.

### **4. OBLIGATIONS AND RIGHTS**

- 4.1. We shall:
- 4.1.1. provide the Services to You and comply with Our obligations in accordance with these Terms and Applicable Laws;
  - 4.1.2. complete additional checks to verify Your identity; these additional checks include, but are not limited to, credit reference checks, sanctions check, news checks and checks of other available information sources. All such checks will be conducted in accordance with Our Privacy Policy and Data Protection Law;
  - 4.1.3. comply with Our legal obligations to protect Your funds ensuring that the Nominated Account shall be set up for the sole purpose of receiving Lodgements and remitting Final Transfers to Beneficiaries by Our customers. We reserve Our right to rely on third party banking partners in certain jurisdictions who may operate the Nominated Account, either in Our name or in the name of the banking partner. We make all reasonable efforts to ensure that when You make the Lodgement, these funds are held in a secure account segregated from Our, Our Subsidiaries, Our affiliates, or any third-party funds, however this protection may not be available to Us in every jurisdiction. We undertake that, to the extent permitted by law, We will ensure that no lien may be placed on the funds in the Nominated Accounts. Safeguarding is the means by which We protect Your Funds, and You are advised to familiarise Yourself with how this protection by safeguarding differs from the means used by banks to protect customer funds;
  - 4.1.4. provide such Services on an execution only basis, meaning that TransferMate does not provide any investment advice, including without limitation, on the merits of the Services and its likely implications;
  - 4.1.5. be responsible for the acts and omissions of all TransferMate Personnel and ensure that TransferMate Personnel are suitably qualified, adequately trained and capable of providing the applicable Services for which they are engaged; and
  - 4.1.6. reserve Our right to reject Your request to open an Account at any time.
- 4.2. You shall:
- 4.2.1. make a decision to use the Services based solely on Your own judgment, having availed of, if necessary, prior independent financial advice. It is for You to evaluate whether the Services are appropriate in terms

of Your experience, financial objectives, and circumstances.

- 4.2.2. comply with Your obligations in accordance with these Terms and Applicable Laws relevant to Your country of residency with regards to the use of the Services including Anti- Money Laundering, Countering the Financing of Terrorism and Exchange Control laws and regulations. For avoidance of doubt, the ability to access to the Services does not necessarily mean that the Services, and/or Your activities through it, are legal under the Applicable Laws relevant to Your state or country of residence. You will observe all Applicable Laws and regulations, in relation to any request by Us and will use all reasonable endeavours to assist Us to do likewise;
  - 4.2.3. read and shall comply with TransferMate's Anti Money Laundering Policy as may be modified by Us from time to time and shall consent to Us using any additional checks We deem appropriate as provided for in Clause 4.1.2;
  - 4.2.4. provide the following Account Information to TransferMate which You warrant is accurate, without which TransferMate shall not be able to provide the Services, and on which TransferMate relies when providing the Service:
    - 4.2.4.1. such application form or onboarding form as We may require to open an Account with Us (the "**Application Form**") including providing such documents to ensure compliance with TransferMate's Anti-Money Laundering Policy including a completed form setting out details of the directors and beneficial ownership;
    - 4.2.4.2. a Mandate (where applicable) in respect of each Funding Account on or prior to the Go-Live Date, and where additional Funding Accounts are requested to be added during the Term, TransferMate shall make all reasonable efforts to process such requests on receipt of a Mandate. In the event that or Your Affiliate holds the Funding Account then appropriate details of that Affiliate must be provided to Us with the Account Information, or the applicable Affiliate must be added as a beneficiary of the Services as set out in Clause 21; and
    - 4.2.4.3. such additional documents and information regarding You, Your Users or particular Payment Transactions, which a bank or any legal or regulatory authority may require.
  - 4.2.5. update Us when any of the information provided at Clause 4.2 is updated or is no longer accurate; and
  - 4.2.6. use the Services solely for the legitimate purposes of discharging invoices and making ancillary payments and confirm that You shall not use the Services to make Payment Transactions in order to settle purchases of Bitcoin or other blockchain assets.
- 4.3. Neither Party has any obligation to complete the opening of an Account, and both Parties acknowledge that only following the point at which We confirm that We have opened an Account for You, shall You have an Account in operation with Us. Thereafter there is no obligation on either Party to conclude a Payment Transactions notwithstanding that an Account has been opened.

## **5. COMMUNICATIONS, USERS ACCESS AND SECURITY**

- 5.1. Communications:
  - 5.1.1. Other than the formal notices provided for at Clause 23.2, all communications in relation to the operation of the Services shall be by the Partner engagement channels available to You on the Platform.
- 5.2. Partner Appointment:
  - 5.2.1. You have been introduced to Us by Partner, and You acknowledge that Partner may provide the first level of customer service and perform other functions necessary and appropriate to support the provision of the Services as set out in your agreement with Transfermate. This core service to which Partner has access include access to the activity of You and Your Users, information on the Payment Transactions entered and the right to receive and convey information on Your use of the Services from TransferMate.
  - 5.2.2. You shall be afforded an opportunity to permit Partner personnel additional access and rights over Your account equivalent to the rights granted to Users as provided in this clause 5. In the event that You wish

to revoke the authorisation granted to Partner personnel, You are required to inform Us of this immediately.

5.3. User Set Up and Monitoring:

- 5.3.1. You shall notify Us of the Users that You require to be set up on the Service including providing any details that We may require in relation to the Users.
  - 5.3.2. All Users must be approved and registered by Us before using the Services, and access to the Services shall be strictly restricted to approved Users. TransferMate is under no obligation to approve a User, but TransferMate agrees it shall not unreasonably withhold or deny its approval, unless restricted under its legal or regulatory obligations. Where permitted, TransferMate shall notify You of its decision to refuse approval.
  - 5.3.3. You are required to promptly notify Us if there are any changes to the list of Users.
  - 5.3.4. It is Your obligation to ensure that each User understands the Services and has Your authority to access the Services. Neither TransferMate nor Partner is under any obligation to conduct checks on Users or oversee a User's activity.
  - 5.3.5. Until You have provided notice to Us to the contrary, We may continue to assume that all Users have authority to use the Account and the Services and execute legal binding transactions with Us.
- 1.2.42. It is a matter for You to consider whether Dual Authorisation would be an appropriate option for You to manage Your security risks. If this is of interest You should contact Partner for further information.

5.4. Access and Passwords:

- 5.4.1. Upon logging onto the Platform and selecting to use the Service (i.e., by entering the username and the corresponding password), access will be granted to each User, and TransferMate will not be required to take any further steps to verify that the person accessing the Account is a User.
- 5.4.2. Each User's registration is for that User only. You agree that Users are prohibited from sharing their username and password with any other person, and to do so shall be a material breach of these Terms by You.
- 5.4.3. If You forget Your password for the Platform, You must contact Us and, upon satisfactory completion of verification procedures, We shall issue You with a new password via email.

5.5. Safeguards and Corrective Measures

- 5.5.1. Each Party shall implement appropriate technical and organisational measures to assure a level of security appropriate to the risk associated with the delivery and receipt of the Services.
- 5.5.2. Each Party shall promptly inform the other Party in writing of any actual or suspected unauthorised access, use or other abuse of either their respective systems which impacts on the Service, of which it becomes aware.

**There are four discreet steps involved in the completion of a Payment Transaction.**

**These are set out at Clauses 6 to 9:**

**6. PLACING AN ORDER**

- 6.1. To conclude a Payment Transaction in a Supported Currency Pair, You must first place an Order by:
  - 6.1.1. using the means set out at Clause 6.2 to request Us to:
    - 6.1.1.1. purchase a specified amount of foreign currency for You; or
    - 6.1.1.2. pay funds to a Beneficiary in Your local currency; and
  - 6.1.2. providing Us with:
    - 6.1.2.1. Your nominated Funding Account, including names, numbers and particulars of the account holders or where it is to be directly funded from Your Global Account, where applicable, then confirmation of same;
    - 6.1.2.2. the amount to be transferred and the currency in which the Payment Transaction is to be



effected;

- 6.1.2.3. full Beneficiary details where We do not already have these on the Account, though in certain circumstances this can be provided after the Order is placed;
- 6.1.2.4. the purpose for making the Payment Transaction;
- 6.1.2.5. the applicable method You wish to be used for the Final Transfer (the “**Payment Rail**”), and confirmation of Your acceptance of the costs and fees associated with that Payment Rail;
- 6.1.2.6. the date on which You want Us to make the Future Dated Payment (if this facility is available); and
- 6.1.2.7. such other information or documentation that We may require, including but not limited to, specific requirements in some jurisdictions (such as those required for currency control reasons).

- 6.2. The means by which You may place an Order are by providing the information set out at Clause 6.1.2 and contacting Us via the Platform.
- 6.3. You are solely responsible for ensuring that all details You provide are correct. We will do everything We reasonably can to rectify any errors, inaccuracies or omissions in Your Order once You make Us so aware, but such errors, inaccuracies or omissions may lead to a delay or failure in processing Your Order. Neither We nor Partner will be liable for any loss, damage, cost or expense suffered by You or any third party as a result of any such errors, inaccuracies or omissions in Your placement of an Order.
- 6.4. Where Dual Authorisation is in place when You use the Platform, the Order is only placed when the final authorisation is confirmed on Your behalf. This means that We will not negotiate with You until the final authorisation is confirmed and the Order is placed.
- 6.5. We may act on an Order from, or purporting to be from, You or the Users, until We have received prior written notice to the contrary and had a reasonable opportunity to act on such notice. Any reference to the means by which We may receive an Order from You or Users includes but shall not be limited to those means set out at Clause 6.2.

## **7. ENTRY INTO A CONTRACT**

- 7.1. Your Order constitutes a request from You for Us to negotiate a Payment Transaction with You. Our response to Your Order represents a legal offer from Us to You to enter a Payment Transaction subject to certain conditions set out in the offer. This offer must be accepted by You, following which the Contract is formed subject to these Terms.
- 7.2. The Contract can be concluded by following the means of placing an Order set out at Clause 6, notwithstanding which, We reserve Our right to engage with You by whatever means We reasonably deem most appropriate. In each instance Your acceptance, by whatever means, serves as Your acceptance of these Terms as governing the offer made by TransferMate to enter the Contract for a Payment Transaction.
- 7.3. Non-negotiation of Orders:
  - 7.3.1. We reserve the right to request further documents and information before entering negotiations with You in respect of an Order;
  - 7.3.2. Payment Transactions are subject to a minimum and maximum transaction value determined by You and approved by Us, and We may decline to negotiate an Order which falls outside of these value points, notwithstanding that prior Orders of equivalent value were not declined; and
  - 7.3.3. We may notify You of Our refusal to negotiate an Order without giving any reason. We will have no liability to You as a result of doing so.
- 7.4. Cancellation of Payment Transactions:
  - 7.4.1. In the event of You having formed a Contract with Us in error, You are advised to contact Us immediately on receipt of the booking confirmation (which We will provide You with) requesting the Contract to be cancelled. Any loss arising on such cancellation will be charged to You and payable by

You, and there may be additional cancellation fees attaching to Your request.

**7.5. Non-execution or Delays in Payment Transactions:**

7.5.1. Notwithstanding the formation of a Contract, We hereby reserve a contractual right to delay or not to complete the execution of the Payment Transaction in instances where:

- 7.5.1.1. abnormal and unforeseeable circumstances beyond Our control which prohibit or limit Us executing the Payment Transaction;
- 7.5.1.2. legal obligations covered by Applicable Laws and regulations make the execution of the Payment Transaction a potentially illegal or non-compliant action;
- 7.5.1.3. Our Anti-Money Laundering Policy requires so, or where any requirement under Our Anti-Money Laundering Policy cannot be met to Our satisfaction;
- 7.5.1.4. due to the automation of the Service, errors in quoted rates may have occurred leading to the provision to You of erroneous rates at the time of placing the Order, including where You have requested a rate over the weekend as an exception;
- 7.5.1.5. errors, inaccuracies or omissions in Your Order may mean that a Payment Transaction cannot be completed (meaning Our making the Final Transfer) as scheduled; or
- 7.5.1.6. We are unable to verify the source of funds and therefore cannot process the Lodgement in accordance with the Applicable Laws.

7.5.2. We shall endeavour to inform You as soon as possible in the event of non-execution of the Payment Transaction and in any event no later than the next Banking Day, together with the reason for the failure unless We are prevented (in Our sole but reasonable discretion) from disclosing same to You. We shall endeavour to complete the Payment Transaction if the impediment preventing execution can be removed, or where applicable, when the errors, inaccuracies or omissions are corrected.

7.5.3. Where the provisions of Clause 7.5.1 lead to the non-completion of or a delay in execution of a Payment Transaction, any commitments provided by Us as to the timing of making the Final Transfer may be adversely impacted, and therefore neither We nor Partner accept any liability for the non-completion of, or a delay to completing, a Payment Transaction. Where We need to cancel the Payment Transaction as a result of Your actions, and return the Lodgement to You, We shall charge You the cancellation fees as provided for in Clause 7.4.1.

**8. FUNDING THE PAYMENT TRANSACTION**

8.1. You may complete the Lodgement by one of the following means, noting not all options are available in respect of every Supported Currency Pair:

8.1.1. Unless You are permitted and have set up a pull payment as provided for at Clause 8.1.2, the default mechanism by which You are expected to make the Lodgement is by payment of a wire transfer or electronic funds transfer in the currency agreed. We will provide You with the requisite details of the Nominated Account at the time at which the Contract is agreed, and it is Your obligation to ensure You use the correct Nominated Account. There is no need for You to separately effect a Lodgement where You chose to use existing funds in Your Global Account to fund the Payment Transaction. In this instance the provisions of Clause 8.1.3 shall apply.

8.1.2. Where applicable, You may have the option to request to make Lodgements by Direct Debit ('DD') or Automated Clearing House ('ACH') pull payments however this is not available in every territory, nor may You transfer funds out of Your Global Account by DD/ACH payment. You acknowledge that (1) We are under no obligation to provide You with this option, (2) We may withdraw this from You at any time, and (3) We shall require that You make at least one transfer by the means set out at Clause 8.1.1. You confirm that You understand the risk and limitations attaching to the use of DD / ACH as set out in Clause 8.8.

8.1.3. Where You have Pre-Funded a Global Account as provided for in Clause 8.3, the Global Account may



operate as the Nominated Account from which You may authorise Us to fund Payment Transactions directly.

- 8.2. You are legally obliged to complete the Lodgement of the agreed amount with the Booking Reference with all of the information We require from You, including as detailed in Clause 6.1.2, within 2 Business Days of the date on which the Contract is entered (the “**Settlement Date**”). Accordingly, this Contract is only suitable if You are able to deliver, on or before the Settlement Date, the Lodgement in the currency/funds You have agreed to buy from Us, together with all of the necessary information required on that Payment Transaction. We may extend the Settlement Date up to the start of the fifth Business Day after the date on which the Contract is entered, in order to allow You more time to meet these requirements, but this extension shall be provided entirely at Our discretion. You should place no reliance on this potential extension and understand that You risk a breach of Contract if You fail to make the Lodgement in full and by the end of the second Business Day. We refer to the effecting of a Lodgement after the Contract has been entered as “**Post-Funding**”.
- 8.3. It may also be possible to pre-fund the Lodgement (“**Pre-Funding**”), i.e. to make the Lodgement in advance of entering the Contract for the Payment Transaction, by using funds already in the Global Account or transferring funds into the Global Account with or without having an identifiable Payment Transaction. You may then instruct Us that You wish Us to use the Global Account to fund the Payment Transaction.
- 8.4. Delivery of the Lodgement shall be by use of one of the methods set out at Clause 8.1. Under no circumstances shall We accept a Lodgement by any other means, even if We have previously permitted such alternative means of making a Lodgement.
- 8.5. A failure by You to make the Lodgement in full and by the Settlement Date is a breach of the Contract, in which event We will close out the Contract at its then prevailing market rates and any loss or costs incurred by Us as a result of Your contractual breach shall be recoverable in full from You on demand by Us, including any additional third-party cancellation fees attaching to Your request. Late or incomplete settlement shall incur default interest on the total amount due, at a compound rate of 5% per annum, calculated daily and payable to Us on the date payment is made.
- 8.6. Unless otherwise agreed with You in accordance with Clause 8.1.2, We do not have nor do We request, any access to the Funding Account and shall not unilaterally debit funds from Your Funding Account, unless We are required to return funds in the Global Account to You as provided for in the Global Account Terms.
- 8.7. Where You make the Lodgement but there is missing information or We have a reasonable concern over the way in which the Lodgement is effected (including if there is a concern the Lodgement was from a third party account or was made in breach of the Applicable Law or where We may reasonably believe or suspect that such Lodgement may not meet the standards in [Our Anti-Money Laundering Policy](#)), then We reserve Our right to delay making the Final Transfer, and where possible We shall engage with You. Unless Our concerns are resolved to Our satisfaction, We shall return the Lodgement to You as soon as reasonably practicable. Such retained Lodgements shall not bear interest against Us. If You wish to receive funds from third parties then You may request them to pay funds directly into Your Global Account (where permitted), or You may wish to apply for, and be accepted for, the Receivables Services.
- 8.8. Risks and limitations associated with the use of ACH/DD (where applicable):
  - 8.8.1. It is imperative that You ensure that all details supplied by You on the Mandate are correct and valid, and that only authorised signatories on Your Funding Account have signed this Mandate, and confirm You shall indemnify Us for any losses incurred by Us as a result of errors made by You on the Mandate.
  - 8.8.2. You are obliged to ensure that (1) there are sufficient funds in Your Funding Account to meet the direct debit payment and (2) sufficient funds remain in Your Funding Account until the direct debit has cleared and settled into the Nominated Account. If a Lodgement by way of DD/ACH does not reach the Nominated Account due to insufficient funds or for any other reason, You must then complete the Lodgement by way of wire transfer to Us so that the Lodgement is not delayed. TransferMate shall never facilitate a shortfall from You, nor do We offer any credit facility where You

are delayed in completing a Lodgement.

- 8.8.3. Where a Lodgement by Mandate gives You chargeback rights (which allows You to reverse a Lodgement), it is a condition of Us permitting You to use this method of Lodgement that You shall only exercise this chargeback right if We have breached this Agreement or there was an Unauthorised Transaction as a direct result of Our error. You confirm that You will not exercise Your chargeback right for any other reason, including a dispute with the Beneficiary or if there are insufficient funds in Your Funding Account, and in the event of You exercising a chargeback in such a scenario and in breach of the provisions of this Clause, You shall immediately make good the loss that We incur on demand by transferring the funds to Us by wire transfer, no later than the end of the next Business Day after You exercise this right. Further, if We need to investigate or take any actions in connection with a chargeback raised by You, We reserve Our rights to charge You for Our costs in doing so where We conclude that You have not adhered to this Clause, and shall bring this Clause to the attention of the arbiter of the chargeback dispute.
- 8.8.4. We reserve the right to revoke the option of making Lodgements by DD/ACH payments where any DD/ACH payment made by You is reversed from the Nominated Account.
- 8.8.5. We reserve the right to limit the amount of funds to be taken by Mandate.
- 8.8.6. If a Mandate is inactive for a period of 9 months or more, We reserve the right to deactivate the option to pay by DD/ACH without prior notice to You or to request You to update the Mandate.
- 8.8.7. In order to cancel a Mandate, You must contact Your bank to cancel. TransferMate cannot do this on Your behalf.

## **9. COMPLETION OF THE FINAL TRANSFER BY TRANSFERMATE**

- 9.1. Processing the Final Transfer:
  - 9.1.1. The time at which We receive the Lodgement in cleared funds in the Nominated Account and the Payment Rail selected determines the time at which We can process the Payment Transaction. Same Day Processing is possible in respect of Pre-Funding and also for certain currency transfers and dependent on applicable time zones and whether banks in all countries impacted by the Payment Transaction are open, however We undertake that We shall process the Payment Transaction and make the Final Transfer no later than the next Banking Day following the receipt of the Lodgement in cleared funds, as shall be set out when presenting You with the potential Payment Rails applicable to the Final Transfer.
  - 9.1.2. The amount credited by way of Final Transfer to the Beneficiary will be net of fees, charges, commissions and any interest due.
- 9.2. A confirmation of the Final Transfer (the “**Payment Confirmation**”) will be issued to You via the Platform. If You do not receive a Payment Confirmation within 24 hours of the date on which the Lodgement is made or within four (4) Banking Days from the date of the Contract was entered, it is recommended that You contact Us through the Platform to enable Us to check the reason for the absence of the Payment Confirmation. The Payment Confirmation will detail the information at Clause 9.2.1 to 9.2.6 and provides the means of enabling You to identify the Payment Transaction, which shall also be provided to the Beneficiary unless You expressly request Us not to make such disclosure. By hereby permitting such disclosure, You agree to hold Us, Our affiliates, subcontractors and partners harmless for any damage or loss suffered by You resulting from enquiries from the Beneficiary or a User. We represent and warrant that We will exercise ordinary care in releasing this information;
  - 9.2.1. the Booking Reference, which enables You to identify the Payment Transaction;
  - 9.2.2. the date on which the Payment Transaction was effected;
  - 9.2.3. the value date of the Payment Transaction;
  - 9.2.4. a breakdown of the fees and charges payable by You;
  - 9.2.5. the exchange rate used and the amount of the Final Transfer after the currency conversion; and

- 9.2.6. additional and further information as may be requested by You subject to an additional charge.
- 9.3. Upon You becoming aware of any Unauthorised Transaction or otherwise incorrectly executed Payment Transaction, You must notify Us without delay. Where We establish that the Payment Transaction was erroneously effected by Us, We shall refund to You, the amount of the erroneous Payment Transaction plus any charges thereon. In the event of a suspected Unauthorised Transaction, it is Your responsibility to promptly notify Us of the relevant details and, if You do not notify Us of a suspected Unauthorised Transaction as soon as You become aware of it, it will significantly impact on Our ability to trace and return the funds. Such notification must be made at the latest within 3 months of the debit date of the Payment Transaction, otherwise You will lose any right to have the matter corrected or money refunded.
- 9.4. You agree and acknowledge that We shall have no obligation to make a Final Transfer for the reasons set out in Clause 8.7, and acknowledge that TransferMate does not accept liability or responsibility for any loss, cost or expense incurred or suffered by You in connection with Us invoking Our rights under Clause 8.7, including because You are subsequently in default of Your obligations to Us or a third party.
- 9.5. In certain instances, TransferMate may rely on one of its affiliates to receive Lodgements from You, and this may mean that the Mandate is entered with another TransferMate entity, however the obligation on delivering the Services to You shall always be with TransferMate.
- 9.6. In the event that We have completed the Final Transfer before receiving cleared and settled funds from You, including for example where a DD/ACH payment is reversed, a DD request is cancelled or a payment is disputed, You will be liable to pay Us the amount of the Final Transfer plus interest at the rate of 5% per annum.
- 9.7. TransferMate is not responsible for any fees or charges that may be imposed by the financial institutions associated with the payment facilities You nominate.

## **10. REPRESENTATIONS AND WARRANTIES**

- 10.1. You warrant that You have the power and capacity to enter into these Terms and to perform Your obligations.
- 10.2. We warrant that:
- 10.2.1. We have full legal right, power and authority to provide the Services;
- 10.2.2. We and Our affiliates: are not owned or controlled by any individual or entity subject to any sanctions administered or enforced by the United States, including the SDN List and Sectoral Sanctions Identifications List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union and the relevant sanctions authorities of each of its member states, including the United Kingdom's HM Treasury, or other relevant sanctions authority.
- 10.3. It is agreed between the Parties that:
- 10.3.1. except as provided in these Terms, there are no express warranties, representations, undertakings terms or conditions (whether written, express or implied by statute, common law or otherwise) made by either Party and all warranties, representations, undertakings, terms and conditions (whether written, express or implied by statute, common law or otherwise) implied to be made by either Party, including without limitation, implied warranties as to satisfactory quality, fitness for a particular purpose and the use of reasonable care and skill which, but for this legal notice, might have effect in relation to the Services, are hereby excluded to the extent permitted by law.
- 10.3.2. no Party has entered into these Terms in reliance upon any representation, warranty or undertaking of the other Party, which is not expressly set out herein;
- 10.3.3. no Party shall have any remedy in respect of misrepresentation or untrue statement made by the other Party or for any breach of warranty which is not contained herein; and
- 10.3.4. this Clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.
- 10.4. While We endeavour to ensure that the information on the Website or the Platform regarding the Service is correct,

We do not warrant the accuracy and completeness of the material on the Website or the Platform regarding the Service including the real-time tradable rates, which may not be reflective of the current price of the currency. We may make changes to Our Website, including regarding the Service, at any time without notice. The material on Our Website regarding the Service may be out of date, and We make no commitment to update such material.

- 10.5. We may make available market information services containing, but not limited to financial market data, rates, news, charts or data, whether on the Website, in email format or over the telephone. We make no representation as to the accuracy of this information and You acknowledge that this is not intended as financial advice. We do not guarantee the accuracy, timeliness, completeness or correct sequencing of the market information. We reserve the right to discontinue offering market information at any time without notice, and for the avoidance of doubt, any market information provided to You is not an element of the Service and should not be regarded as bearing any relation to Your decisions to use the Service.

## **11. DATA PROTECTION**

- 11.1. In these Terms, the terms **Personal Data**, **Data Processor**, **Supervisory Authority**, **Data Subject**, **Process**, and **Data Controller** are as defined in the Data Protection Laws, and cognate terms shall be construed accordingly.
- 11.2. Both Parties acknowledge that in performing its obligations under these Terms and in availing of the Services, TransferMate may process Personal Data. In such circumstances, the Parties acknowledge that You are the Data Controller and TransferMate is the Data Processor in respect of the Personal Data it Processes on Your behalf, and TransferMate shall comply with its then in force Privacy Policy and applicable Data Protection Law.
- 11.3. TransferMate agrees that it shall acquire no rights or interest in the Personal Data, and shall only Process the Personal Data in accordance with these Terms and any other written instructions from You unless required to do so by applicable Data Protection Law to which the Data Processor (or its Subsidiaries) is subject, and in such a case, the Data Processor shall notify You of that legal requirement before processing, unless that law prohibits such notification.
- 11.4. You understand that the delivery of the Services shall necessitate TransferMate on occasion to transfer Your Personal Data internationally, and You consent to such transfer on the understanding that TransferMate shall take the necessary legal and contractual safeguards to ensure that the data transfer is compliant with the applicable Data Protection Law.
- 11.5. TransferMate agrees to assist You, including taking appropriate technical and organisational measures, to respond to requests by data subjects, exercising their rights under Data Protection Law, within such reasonable timeframe as may be specified by You or applicable Data Protection Law.
- 11.6. TransferMate will ensure that TransferMate Personnel who Process Personal Data under these Terms are subject to obligations of confidentiality in relation to such Personal Data.
- 11.7. TransferMate shall implement and maintain appropriate technical and organisational measures to assure a level of security appropriate to the risk to the security of Personal Data, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or access to Personal Data including:
- 11.7.1. the pseudonymisation and encryption of Personal Data;
  - 11.7.2. the ability to ensure the ongoing confidentiality, integrity and availability and resilience of TransferMate's systems used for such Processing;
  - 11.7.3. the ability to restore the availability and access to Personal Data in the event of an incident; and
  - 11.7.4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 11.8. TransferMate agrees that neither it nor its Subsidiaries shall engage any third party to Process Your Personal Data without imposing on such third party, by means of a written contract, the same data protection obligations as set out in these Terms and shall ensure that if any third party engaged by TransferMate in turn engages another person to Process any Personal Data, the third party is required to comply with all of this Clause's obligations in respect of Processing of Personal Data.

- 11.9. TransferMate shall remain fully liable to You for Processing by any third party as if the Processing was being conducted by TransferMate.
- 11.10. TransferMate will immediately inform You if, in its opinion, an instruction given or request made pursuant to this Agreement infringes Data Protection Laws.

## **12. FX CALCULATION, FEES AND CHARGES**

- 12.1. When we refer to an exchange rate in these Terms, it means the rate which will be provided to You on the Platform.
- 12.2. There are no charges payable directly to TransferMate for the provision of the Services hereunder. You shall pay Partner directly for all charges arising from the Services hereunder and any invoice disputes, questions or other matters related thereto are between You and Partner.

## **13. INDEMNITY AND LIMITATIONS OF LIABILITY**

- 13.1. Neither Party limits or excludes its liability for:
  - 13.1.1. Death or personal injury caused by its negligence or the negligence of its employees (and in respect of TransferMate, TransferMate Personnel);
  - 13.1.2. Fraud or fraudulent misrepresentation by it or its employees (and in respect of TransferMate, TransferMate Personnel);
  - 13.1.3. Any act or omission of the Party which causes the other Party to be in breach of Data Protection Laws (and in respect of TransferMate, TransferMate Personnel); or
  - 13.1.4. Any liability to the extent that it cannot be limited or excluded by Applicable Laws.
- 13.2. You assume responsibility in full for any direct losses arising from :
  - 13.2.1. all Payment Transactions entered by Users using authorised usernames and passwords; and
  - 13.2.2. Your failure to obtain appropriate agreement and consent from Affiliates in relation to funding Payment Transactions from a Funding Account in the name of that Affiliate.
- 13.3. We assume responsibility in full for any direct losses arising from any failure to pay monies to the designated Beneficiary, unless the reason for such non-payment is provided for herein;  
Notwithstanding anything to the contrary herein, each Party's liability under Clauses 13.2 or 13.3 respectively, in respect of each claim or dispute shall not exceed the actual amount that was subject to the Payment Transaction.
- 13.4. TransferMate shall not be liable for any suspension, withdrawal, interruption or termination of Your access to the Services where such suspension, withdrawal, interruption or termination is in line with TransferMate's legal and / or regulatory obligations.
- 13.5. Each Party (the "**Indemnifying Party**") shall indemnify, defend and hold the other Party and its Affiliates and partners (including but not limited to Partner) (the "**Indemnified Party**"), harmless against all costs, liabilities, losses, and expenses (including reasonable legal fees) suffered by the indemnified Party as a result of a third party claim (each a "**Claim**"), that results from the Indemnifying Party's, its Affiliates', or their respective employee's, agent's, representative's or subcontractor's, Subprocessors;
  - 13.5.1. misuse of the Services;
  - 13.5.2. where applicable, a Claim brought by Your Affiliate alleging that it has not authorised a Payment Transaction entered by a User using an authorised username and password and made by TransferMate in accordance with these Terms;
  - 13.5.3. failure to comply with the Applicable Law (including without limitation, Data Protection Laws); or
  - 13.5.4. infringement or misappropriation of the intellectual property rights of a third party due to the use of the Services or the use of the other Party's Intellectual Property Rights,to the extent such costs, liabilities, losses and expenses are not the result of the Indemnified Party's misuse of the Services, breach of these Terms or failure to comply with the Applicable Law; provided that (1) the Indemnifying Party is promptly notified of the Claim by the Indemnified Party provided that the failure to so notify the

Indemnifying Party will not relieve the Indemnifying Party of its obligations hereunder except to the extent such failure has actually materially prejudiced the Indemnifying Party; (2) the Indemnifying Party has sole authority and control over the defense of the Claim; (3) the Indemnified Party provides reasonable cooperation and assistance in the defense or settlement of the Claim; and (4) the Indemnified Party undertakes to take reasonable steps to mitigate any loss, damage or expense with respect to the Claim. The Indemnifying Party will not agree to any settlement of a Claim that includes an admission of liability on the part of the Indemnified Party or that imposes any obligation on or otherwise materially affects the Indemnified Party without the Indemnified Party's prior written consent, which consent will not be unreasonably withheld.

- 13.6. Subject to Clauses 13.1, 13.2, 13.3 and 13.5, the aggregate liability of either Party and its affiliates, subcontractors and partners for all other claims, liabilities, losses, damages, costs and expenses howsoever arising (whether in contract, tort (including negligence), breach of statutory duty or otherwise) in respect of these Terms, shall not exceed £50,000 (GBP) or the equivalent amount in Your local jurisdiction. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so, to the extent not allowed by law, some of the above limitations may not apply. However, The liability limitation set forth in this paragraph shall not apply in connection with any material breach of confidentiality and data protection obligations caused by the negligence or intentional misconduct of either Party or of that Party's employees, agents or representatives.
- 13.7. Subject to Clauses 13.1 and 13.5, in no event shall either party be liable to the other party for: (a) indirect loss, including (i) loss of profits; (ii) loss of business; (iii) loss of revenue; (iv) depletion of goodwill or similar losses; (v) loss of anticipated savings; (vi) loss of goods; (vii) loss of use; (viii) loss of data; and (ix) loss of production (to the extent that each such loss is indirect); or (b) special, incidental, indirect or consequential damages.
- 13.8. Without prejudice to any other rights or remedies that both Parties may have, damages alone may not be an adequate remedy for any breach of these Terms by the other Party. Accordingly, either Party shall be entitled to seek the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of these Terms by the other Party.

#### 14. INSURANCE

- 14.1. As at the date of these Terms, TransferMate holds the following insurance policies and upon request, shall furnish You with a certificate evidencing the coverages:

|    | Insurance Policy                           | Details  |
|----|--|--|
| 1. | Public / Product Liability                 | 10,000,000 (EUR) in the aggregate              |
| 2. | Employers Liability                        | 13,000,000 (EUR) in the aggregate              |
| 3. | Cyber Liability                            | 15,000,000 (EUR) in the aggregate              |
| 4. | Civil Liability                            | 2,500,000 (GBP) in the aggregate               |
| 5. | Crime Insurance                            | 2,500,000 (GBP) in the aggregate               |
| 6. | Commercial General Liability               | 2,000,000 (USD) in the aggregate<br>(US only)  |
| 7. | Workers Compensation & Employers Liability | 1,000,000 (USD) in the aggregate<br>(USA) only |

#### 15. FORCE MAJEURE

- 15.1. Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under these Terms to the extent to which such delay or non-performance arises from any:
- 15.1.1. act of God, governmental intervention, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution;



- 15.1.2. blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute;
- 15.1.3. accident to (or breakdown of) plant or machinery, shortage of any material, labour, transport, electricity or other supply or regulatory intervention;
- 15.1.4. adverse weather, pandemic, epidemic or disease;
- 15.1.5. act or intervention of a competent judicial or regulatory authority; or
- 15.1.6. any event (including any act or omission of any third party) beyond its reasonable control which could not reasonably be planned for or avoided.

**16. INTELLECTUAL PROPERTY RIGHTS**

- 16.1. You grant to TransferMate the right to use (and share to a third party, where necessary) the information You have provided in (i) the duly executed Mandate, (ii) these Terms and (iii) any other document provided to TransferMate (“**Customer IP**”) in order to avail of the Services, solely for the purpose of TransferMate performing its obligations under these Terms.
- 16.2. You shall own Customer IP, and nothing contained in these Terms shall be construed to convey any Intellectual Property Rights in or to the Customer IP to TransferMate.
- 16.3. TransferMate (and where applicable its Subsidiaries or affiliates) are the sole and exclusive owner(s) of all IPR which forms the Services and any other IPR arising from TransferMate’s delivery of the Services to You, but excluding the Platform on which the Service is provided. These Terms does not grant You any title, rights or interest beyond a right of limited use as expressly set forth in this Clause 16.
- 16.4. TransferMate grants to You a non-exclusive, royalty-free, assignable, worldwide, sub-licensable license to use TransferMate IPR (where necessary) for the purpose of You obtaining the benefit of the Services on condition that:
  - 16.4.1. You may only use the contents as authorised by TransferMate;
  - 16.4.2. no documents or related graphics are modified by You in any way;
  - 16.4.3. no graphics are used separately from the corresponding text;
  - 16.4.4. TransferMate copyright and trademark notices appear in all copies;
  - 16.4.5. You acknowledge that the names, images and logos identifying TransferMate and the Services are proprietary TransferMate marks;
  - 16.4.6. no part may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without TransferMate’s prior written permission;
  - 16.4.7. it is not used for any purpose that infringes, misappropriates, or otherwise violates any other IPR or other right of any person, or that violates any Applicable Law; and
  - 16.4.8. derivative use of the Services is strictly prohibited, including data mining, robots or similar data gathering, reverse engineering and extraction tools, irrespective of whether there is an intent to impair the Services. Such activities are deemed a material breach of these Terms.
- 16.5. On termination of these Terms, the licenses and right to use (as applicable) herein granted cease with immediate effect.

**17. CONFIDENTIAL INFORMATION**

- 17.1. Each Party shall:
  - 17.1.1. keep confidential the details of the negotiations leading up to and these Terms and all information, whether in written or any other form, which has been disclosed to it by or on behalf of the other Party in confidence or which by its nature ought to be regarded as confidential (including, without limitation, any business information in respect of the other Party which is not directly applicable or relevant to the arrangements contemplated by these Terms); and
  - 17.1.2. permit access to its officers, Subsidiaries, affiliates, banking partners, employees and representatives (where applicable) and take reasonable measures to ensure its officers, Subsidiaries, affiliates, banking partners, employees and representatives (where applicable) keep secret and treat as

confidential all such documentation and information.

17.2. Clause 17.1 does not apply to information:

- 17.2.1. which shall after the date of the Application Form become published or otherwise generally available to the public, except in consequence of an act or omission by the other Party to these Terms in contravention of the obligations in Clause 17.1;
- 17.2.2. made available to the recipient Party by a third party who is not under any obligation of confidentiality in respect of such information to the other Party or which has been disclosed under an express statement that it is not confidential;
- 17.2.3. which has been independently developed by the recipient Party otherwise than in the course of the exercise of recipient Party's rights under these Terms;
- 17.2.4. made available to either Party's legal or professional advisers provided it is made available under strict confidentiality obligations and solely for the purpose of professional advice; or
- 17.2.5. which the recipient Party proves was already known to it before receipt from the disclosing Party.

17.3. Clause 17.1 shall allow for permitted disclosures:

- 17.3.1. to the extent required to be disclosed by any Applicable Laws or by any recognized stock exchange or governmental or other regulatory or supervisory body or authority of competent jurisdiction to whose rules the Party making the disclosure is subject, whether or not having the force of law; or
- 17.3.2. to any applicable tax authority either to the extent required by a legal obligation or to the extent reasonably required to assist the settlement of the disclosing Party's tax affairs or those of any of its shareholders or any other person under the same control as the disclosing Party,

provided that the Party disclosing the information shall notify the other Party of the disclosure (and of the circumstances in which the disclosure is required) as early as reasonably possible before or after such disclosure is made, and shall take all reasonable action to avoid and limit such disclosure.

## **18. ANNOUNCEMENTS AND PUBLICITY**

- 18.1. Neither Party shall make any announcement relating to these Terms or its subject matter without the prior written express approval of the other Party except as required by law or by any legal or regulatory authority in which case that Party shall notify the other Party as soon as is reasonably practicable. The Parties expressly agree to also seek the approval and coordination of Partner with respect to any public announcements or other related publicity relating to the subject matter of these Terms.

## **19. TERM, TERMINATION AND SUSPENSION OF ACCESS**

- 19.1. These Terms commence from the Go-Live Date and continue, unless terminated in accordance with Clauses 19.2 or 19.3, until the earlier of the termination or expiration of Your applicable subscription agreement with Partner relating to the provision of the Services hereunder on the Platform; or Your written notice to cease using the Services hereunder in order to move to a new provider for such services on the Platform.
- 19.2. TransferMate may suspend the Services without notice in order to observe its regulatory or legal obligations and shall, unless prevented from doing so, engage with You to address the reason for the suspension and make reasonable endeavours to reinstate the Services thereafter. In the event that TransferMate deems, acting reasonably, that it has due cause for not lifting the suspension, it shall notify You and Partner of same, and following a 30 day period during which You may request that the matter shall be treated as a Dispute under Clause 22, TransferMate shall permanently withdraw the Services from You.
- 19.3. Either Party may terminate these Terms with immediate effect (and for the avoidance of doubt, without incurring any liability or charges for such termination) by giving notice to the other Party if any of the following occurs or is threatened to occur:
  - 19.3.1. the other Party commits a breach of these Terms, which breach is incapable of remedy or has not been remedied within 10 Business Days of receipt of such notice in accordance with Clause 23.2;

- 19.3.2. the other Party is or becomes insolvent or unable to pay its debts or suspends or threatens to suspend making payments with respect to all or any class of its debts;
- 19.3.3. an order has been made, petition presented, resolution passed or meeting convened for the winding up of, or making of any administration order for, the other Party;
- 19.3.4. a receiver or examiner has been appointed over any part of the property of the other Party;
- 19.3.5. a composition in satisfaction of debts, scheme of arrangement, or compromise or arrangement with creditors or members (or any class of creditors or members) has been proposed, sanctioned or approved in relation to the other Party;
- 19.3.6. an encumbrancer takes possession of, or a trustee or administrative receiver or similar officer is appointed in respect of, all or any part of the business or assets of the other Party, or distress or any form of execution is levied or enforced upon or sued out against any such assets and is not discharged within 7 calendar days of being levied, enforced or sued out;
- 19.3.7. anything analogous to any of the events described in Clauses 19.3.2 to 19.3.6 inclusive, occurs under the laws of any applicable jurisdiction;
- 19.3.8. the other Party ceases or threatens to cease carrying any material part of its business; or
- 19.3.9. it is required or advised to do so by any applicable regulator or government entity after such notice as is reasonable in the circumstances.
- 19.4. We shall deem Your Account dormant if there has been no activity on the Account for 12 months. At this point, and in compliance with Our AML Policy, You will be unable to access Your Account or the Platform without Our agreement to reactivate. Further details on the process on reactivation and the documents We may require from You are available on demand from Us.
- 19.5. You shall remain responsible for any Payment Transaction made or initiated during the Term until TransferMate confirms that no Payment Transaction is outstanding. All other Payment Transactions to be made after Your access to the Service is terminated or suspended will not be accepted, unless TransferMate explicitly notifies You otherwise.

## **20. ASSIGNMENT AND SUB-CONTRACTING**

- 20.1. Neither Party shall, nor shall purport to assign, transfer, charge or otherwise deal with any of its rights or obligations under these Terms or grant, declare, create or dispose of a right or interest in it without the prior written consent of the other Party.
- 20.2. TransferMate is entitled to sub-contract some or all of its activities to third parties, including but not limited to its regulated Subsidiaries, subject to these activities being either in respect of TransferMate's non-regulated activities, or the subcontractors or Subsidiaries being approved regulated entities, notwithstanding which, TransferMate shall remain responsible for all obligations which are performed by such subcontractors or Subsidiaries and for the acts or omissions of these subcontractors or Subsidiaries, as if they were the acts or omissions of TransferMate.

## **21. PROVISION OF SERVICES TO SUBSIDIARIES / AFFILIATES**

- 21.1. The sole recipient of the Services shall be You. In the event that any of Your Affiliates wish to benefit from Your access to the Services, You may either include the details of these Affiliates on the Application Form (together with a certified Corporate Chart), or may add Affiliates by way of making a request to Partner / TransferMate accompanied by a certified Corporate Chart. Irrespective of the means of recording the Affiliates, You understand that the following conditions must be met by You before the Affiliates can benefit from the Services, and by signing these Terms, You warrant that the following is true:
  - 21.1.1. You hold written authority from each Affiliate to enable that Affiliate to benefit from the Services, including any applicable data protection measures;
  - 21.1.2. The Affiliate shall always act under Your direction and You accept full responsibility for the actions of Your Affiliate;

- 21.1.3. In respect of any Subsidiary, You hold and control, either directly or indirectly, greater than 50% of the shares in the Subsidiary;
- 21.1.4. In respect of any Affiliate (excluding Subsidiaries):
  - 21.1.4.1. You have entered into an agreement with each Affiliate and / or will have entered into an agreement with each Affiliate included after the date of this agreement;
  - 21.1.4.2. pursuant to such agreement, You hold written authority from each Affiliate to enter Payment Transactions on its behalf; and
  - 21.1.4.3. if required (to comply with our legal and regulatory obligations), You will provide copies of each agreement with each Affiliate to TransferMate.
- 21.2. You understand that TransferMate has no duty to any Affiliate, and that all Services provided and legal obligations are owed solely to You.
- 21.3. You understand that TransferMate can only provide Services (1) where TransferMate or its Subsidiaries is licensed to do so (or in certain circumstances, where Your request for your Affiliates to receive the Services is approved by TransferMate), (2) where the business of any Affiliate complies with TransferMate and its banking partners internal risk policy, and (3) where TransferMate has suitable accounts in the currencies required.
- 21.4. You acknowledge that TransferMate may, at its discretion and without being obliged to provide a reason, require additional documentation on any Affiliate prior to, or while providing the Services, and in certain circumstances, decline to or cease to permit an Affiliate benefit from the provision of the Services to You.
- 21.5. It shall be a matter for TransferMate to determine, at its sole discretion:
  - 21.5.1. the operational mechanics and controls required to permit any Affiliate to avail of the Services;
  - 21.5.2. what documentation (if any) it shall require You to provide on behalf of each Affiliate; and
  - 21.5.3. whether You and each Affiliate are to be permitted to fund Payment Transactions from all, some or none of the Funding Accounts.

## **22. DISPUTES, REDRESS AND COMPLAINTS**

- 22.1. The relationship managers (to be appointed at the time of a dispute) shall use all reasonable efforts to resolve in an amicable and co-operative manner issues which are raised by any Party in relation to the Services and/or these Terms (a “**Dispute**”). If the Dispute cannot be resolved by the relationship managers within five (5) Business Days after the Dispute has arisen, a Party may give notice to the other Party in writing (a “**Dispute Notice**”) that a Dispute has arisen. Within five (5) Business Days after the Dispute Notice, the Dispute shall be referred to a senior executive of each Party for resolution.
- 22.2. You retain the right to bring the Dispute as an official complaint to the Relevant TransferMate Entity using the procedure set out at <https://www.TransferMate.com/redress-and-complaint/>, and where necessary and permitted by Applicable Law, escalate to the appropriate authority for the Relevant TransferMate entity.

## **23. GENERAL**

- 23.1. **Survival of Clauses:** Termination of these Terms shall not affect either of the Party's accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination is effective, including without limitation, Clauses 11, 13, 14, 16, 17, 22 and 23.
- 23.2. **Notices:** Any formal notice to be given by one Party to the other Party under, or in connection with, these Terms shall be in writing and signed by or on behalf of the Party giving it. It shall be served by (i) delivering it by hand, or (ii) sending it by pre-paid recorded delivery, special delivery or registered post (collectively “by post”), to the address set out in this Clause 23.2 (in the case of TransferMate) and to such address notified by You to TransferMate at the time of Account Opening unless otherwise updated, and in each case marked for the attention of the relevant Party (or as otherwise notified from time to time in accordance with the provisions of this Clause), or (iii) by delivery by email. Any notice shall be deemed to have been duly given in the

case of:

- 23.2.1. delivery by hand, when delivered, provided that in each case where delivery by hand occurs after 6pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9am on the next following Business Day. References to time in this Clause 23.2 are to local time in the country of the addressee; or
- 23.2.2. by post, at 10am on the second Business Day following the date of posting; or
- 23.2.3. by email when that email message has delivered and returned a read receipt or an automatic reply not constituting acknowledgment of an email message for purposes of this Clause 23.2. If the sender of a notice in accordance with this Clause 23.2 receives a machine-generated message that delivery has failed, or if the sender does not receive an acknowledgement, that notice will nevertheless be deemed to have been received when originally sent by email if no more than ten (10) Business Days later the sender delivers a tangible copy of that notice by hand or by post as set forth herein.

**Notice Address:** The addresses of TransferMate for the purpose of this Clause 23.2 is as follows:

Address: IDA Business & Technology Park, Ring Road, Kilkenny, Ireland

For the attention of: Legal Counsel, [legal@transfermate.com](mailto:legal@transfermate.com)

- 23.3. **Costs and Expenses:** Each Party shall pay its own costs, charges and expenses incurred in connection with the negotiation, preparation and completion of these Terms.
- 23.4. **Entire Agreement:** These Terms set out the entire agreement and understanding between the Parties in respect of the subject matter of these Terms, and supersede all prior communications between the parties, whether written or oral with respect to the subject matter hereof.
- 23.5. **Severability:** If and to the extent that any provision of these Terms is held to be illegal, void or unenforceable, such provision shall be given no effect and be deemed not to be included in these Terms, without invalidating any of the remaining provisions of these Terms.
- 23.6. **Waiver:** Unless expressly agreed, no release, discharge, amendment, modification or variation shall constitute a general waiver of any provisions of these Terms, nor shall it affect any rights, obligations or liabilities under or pursuant to these Terms which have already accrued up to the date of such release, discharge, amendment, modification or variation, and the rights and obligations of the parties under or pursuant to these Terms shall remain in full force and effect, except and only to the extent that they are so released, discharged, amended, modified or varied.
- 23.7. **Failures and Delays:** No failure or delay by either Party in exercising any right or remedy provided by law under or pursuant to these Terms shall impair such right or remedy or operate or be construed as a waiver or variation, or preclude its exercise at any subsequent time, and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of any right or remedy.
- 23.8. **Remedies Cumulative:** The provisions of these Terms, and the rights and remedies of the parties under these Terms, are cumulative and are without prejudice and in addition to any rights or remedies a Party may have whether arising under common law, equity, statute, custom or otherwise. No exercise by a Party of any one right or remedy under these Terms, or under common law, equity, statute, custom or otherwise, will (save to the extent, if any, provided expressly in these Terms, or by common law, equity, statute or custom) operate so as to hinder or prevent the exercise by it of any other such right or remedy.
- 23.9. **Third Party Enforcement:** No one other than the Parties to these Terms shall have any right to enforce the terms and conditions of these Terms.
- 23.10. **Legal Relationship:** The Parties shall have the status of independent contractors, and nothing herein will be deemed to place the parties in any other relationship, including employer-employee, principal-agent, a fiduciary relationship, partners or joint ventures. Accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by these Terms.
- 23.11. **Set-Off Right:** In addition to other remedies available to TransferMate, if You fail to pay any amount then due under this Agreement, TransferMate may set-off such amount against any amount payable by TransferMate

to You. You must not set-off any amounts You owe to TransferMate against any amounts TransferMate owes to You. TransferMate is entitled to set-off against any amounts due to it by You, any amounts received by TransferMate from or on Your behalf. TransferMate may determine the application of any amounts which are to be set-off at its own discretion.

- 23.12. **Governing Law:** These Terms and any disputes or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with the laws of Ireland.
- 23.13. **Jurisdiction:** Each of the Parties agree that the courts of Ireland are to have exclusive jurisdiction to settle any dispute (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, these Terms or otherwise arising in connection with these Terms. This is the case regardless of whether You reside or transact business with Us elsewhere in the world.



**SCHEDULE 1**
**TRANSFERMATE REGULATED SUBSIDIARIES**

| <b>TransferMate means:</b>                       | <b>Your Country / State of Incorporation</b> | <b>TransferMate's Regulated Status</b>  |
|--|--|---|
| TransferMate Inc                                 | UNITED STATES OF AMERICA                     | Registered MSB with the United States Department of Treasury Financial Crimes Enforcement Network ("FinCEN").   |
| InterPay Ltd                                     | EUROPEAN UNION and EEA                       | Authorised by the Central Bank of Ireland to provide Payment Services within the above countries of the EEA pursuant to Regulation 18 of the European Communities (Payment Services) Regulations 2018.              |
| Interpay Ltd                                     | CANADA                                       | Registered MSB ("Money Service Business") with the Financial Transactions and Reporting Analysis Centre of Canada (FINTRAC).<br>Quebec Money Service Business License under License No. 904511.                     |
| Interpay UK Ltd                                  | UNITED KINGDOM                               | Authorised as an Electronic Money Institution by the UK Financial Conduct Authority under registration no. 900930.  |
| TransferMate PTY Ltd                             | AUSTRALIA                                    | Authorised by the Australian Securities and Investment Commission to hold an Australian Financial Services License under license no. 514851. TransferMate is also registered with AUSTRAC as a remittance provider. |
| Interpay PTY Ltd                                 | NEW ZEALAND                                  | Registered Financial Service Provider with the Ministry of Business, Innovation and Employment under registration number FSP649330 to provide money transfer services in New Zealand.                               |
| TransferMate PTE Ltd                             | SINGAPORE                                    | Authorised by the Monetary Authority of Singapore as a Major Payment Institution under license no. PS20200412.  |
| TransferMate HK Ltd                              | HONG KONG                                    | Authorised by the Custom and Excise Department of Hong Kong to operate a Money Service Operator License under license number 19-06-02799.   |
| Interpay Ltd                                     | UNITED ARAB EMIRATES                         | Authorised by the Dubai Financial Services Authority to operate a Representative Office under license no. F005449.  |
| TransferMate AG                                  | SWITZERLAND                                  | Registered with Association Romande Des Intermediaires Financiers (ARIF) to provide Payment Service Solutions.  |
| TransferMate Malaysia Sdh. Bhd. t/a TransferMate | Malaysia                                     | Authorised by Bank Negara Malaysia to operate a Class B Money Service Business under license no. 00324  |
| TransferMate Philippines Corporation             | PHILIPPINES                                  | Authorised by Bangko Sentral ng Pilipinas to operate as a Money Service Business (MSB) under license no. 60-00859-0-00000   |

**Schedule 2: GLOBAL ACCOUNT TERMS**

*Words not defined in this Schedule shall have the meaning set out in the Clause 1.2 of the Terms*

*Please note that a global account may not be available to all customers.*

**Definitions:**

- **Base Currency** means the currency of the country in which TransferMate is operating.
- **Currency Table** means the table of supported currencies through which We are able to issue funds to You in Your Global Account as may be modified from time to time as shall be made available on the Platform.
- **Global Account with Bank Details** is a Global Account which has an address recognized by one or more payment schemes which may be used by You to receive funds directly.

**Introduction:****1. Global Accounts are a regulated product offered by TransferMate**

- 1.1. For details of TransferMate's regulated status, please refer to <https://www.transfermate.com/regulations/>. As it pertains to the Global Account, if there is any inconsistency between this Schedule and the Terms or other Schedules herein, this Schedule will prevail.

**2. Explaining the Option to Hold funds in a Global Account with Bank Details**

- 2.1. Global Accounts are a means of holding funds in a payment account in accordance with applicable law. TransferMate provides You by default with a Global Account with Bank Details denominated in Your Base Currency, which grants You a unique virtual account reference, through which money can be paid in local currency and local payment schemes, subject to availability. Irrespective of whether Your funds are held in a Global Account with Bank Details or otherwise, the same protection applies for all Your funds.

**3. Introduction Global Accounts offered by TransferMate**

- 3.1. The Global Account is a payment account which enables You to send and receive electronic payments. The funds in the Global Account are issued in accordance with Applicable Law. The funds held in the Global Account do not expire (notwithstanding that the Global Account may be terminated in accordance with Clause 13 below), but the funds will not earn any interest. However, depending on your jurisdiction, there may be a maximum holding period in relation to the funds (please see the TransferMate website for more details), at which time any funds in Your Global Account will be sent to your Funding Account or an alternative account chosen by You for that Base Currency.
- 3.2. The means by which You can fund the Global Account are set out in Clause 7.5 (noting transfers from a third party are only permitted where You have been accepted to use Our Receivables Service).
- 3.3. The means by which You can transfer funds out of a Global Account are set out in Clause 7.6. For these purposes, making payments from a Global Account includes making payments to third party beneficiaries or instructing funds in a Global Account to be transferred to another account in Your name. There is also the option to move funds held in the Global Account between different Global Accounts in Your name and across different Supported GA Currencies, subject to certain restrictions on infrequently traded Supported GA Currency pairings.
- 3.4. There may be a limit on the number of Global Accounts You can open in any one currency, which shall be advised to You as and when You request additional Global Accounts.

**4. Protection and Ownership of a Global Account**

- 4.1. When TransferMate receives a payment into the Global Account (whether from You or from a third party payer), it is TransferMate's obligation to place the equivalent value of funds in a dedicated account or other permissible high quality liquid asset held by TransferMate (therefore separate from TransferMate's own money). This money is never lent out or put at risk.
- 4.2. Global Accounts are not bank accounts and accordingly the Deposit Guarantee Scheme (or equivalent deposit protection in Your country of residence) does not apply to the Global Account. TransferMate strictly adheres to the

legal requirements under applicable law which are designed to ensure the safety and liquidity of funds deposited in the Global Account. In this regard, the funds corresponding to Your values in the Global Account will be separate from the funds of TransferMate and segregated in accordance with applicable law and the means set out at Clause 4.1. This protection continues until You ask Us to redeem Your funds by instructing Us to make a payment from Your Global Account. For further information on how TransferMate safeguards client funds, please refer to <https://www.transfermate.com/safeguarding/>.

- 4.3. TransferMate shall treat the funds in a Global Account as belonging to You, and no person other than You has any rights in relation to the funds held in the Global Account. You may not assign, transfer or novate the Global Accounts to a third party or otherwise grant any third party a legal or equitable interest over it unless a court or competent regulatory body requires You to, in which case TransferMate shall use all commercially reasonable endeavours to assist You in executing such assignment, transfer, novation or grant.

## **5. Opening a Global Account.**

- 5.1. A Global Account denominated in the Base Currency shall be provided to You at the end of the Account Opening Process or at the point on which You next wish to use the Service. The Global Account may be used as the default Nominated Account.
- 5.2. In order to use a Global Account, You must have already onboarded (which may happen contemporaneously) with Us for the provision of the Services as provided for in the Terms, and You must provide Us with a default Funding Account(s). You may not access the Global Account until this has been completed. You understand that agreeing to the Terms is essential in order to allow TransferMate offer and operate the Global Account.
- 5.3. You consent to sharing the essential information required to operate the Global Account, including Personal Data, with TransferMate (where required). TransferMate shall treat all such information received from You as confidential, and in the event of Personal Data, TransferMate shall ensure compliance with its Privacy Policy and the applicable Data Protection Law.
- 5.4. By using the Global Account, You are also confirming that You (i) have regular access to the internet and email and (ii) are able to store information sent to You by email and other electronic means including by TransferMate in a durable medium by printing out or otherwise retaining for future reference all electronic communications sent and information made available to You by TransferMate. It is for You to ensure that Your contact details are up to date and that You are able to access any such communications and information at all times.
- 5.5. You agree to not carry out any Prohibited Business Activities through a Global Account (defined in Clause 10).
- 5.6. Notwithstanding any messaging on the Platform and during the application process, You understand that TransferMate may ultimately decline to permit You to operate a Global Account or put limitations on how You operate the Global Account, without providing You with any reason. You acknowledge that all regulatory requirements need to be met before You may operate a Global Account.

## **6. Maintaining a Global Account**

- 6.1. You must ensure that the information recorded on the Global Account is always complete, accurate and up to date and TransferMate shall not be liable for any loss arising out of Your failure to do so. TransferMate may ask You at any time to confirm and/or provide documents or other evidence as to the accuracy of this information.
- 6.2. TransferMate may contact You (via the Platform) in accordance with Clause 5 of the Terms with information or notices regarding the Global Account. It is Your responsibility to regularly check the proper functionality of Your email account or other methods of communication that You have registered with TransferMate and to retrieve and read messages relating to the Global Account (and more broadly the Services provided for in the Terms). TransferMate shall not be liable for any loss arising out of Your failure to do so.
- 6.3. You may hold funds in Your Global Account in any Supported GA Currency as specified in the Currency Table, subject to limits on the number of Global Accounts You may hold. TransferMate reserves its right to change these at any time but shall use reasonable endeavours to give You prior notice before a Supported GA Currency is withdrawn.

You acknowledge that You accept any risks related to holding balances in multiple currencies noting specifically that exchange rates may fluctuate, and that any decisions on the use of the Global Accounts as means of hedging against currency risk is a matter for You. You agree You will not use the Global Account for speculative trading.

- 6.4. You are obliged to maintain a positive balance on Your Global Account. Failure to do so whether as a result of a chargeback, reversal of a transaction, deduction of fees or any other action carried by You, is a breach of these Global Account Terms. You shall correct the negative balance within 5 days of the sooner of (i) You becoming aware of the negative balance or (ii) Our making a request to You. If You owe Us money, We can take the amount You owe Us from any amount We are due to pay to You or hold in another Global Account for. We call this Our right of set-off.
- 6.5. Your Global Account may be subject to funding, payment or conversion limits due to security and legal requirements as determined by TransferMate from time to time using reasonable discretion. If TransferMate is lawfully able to, TransferMate shall notify You in writing as soon as is reasonably practicable following any determination that funding, payment or conversion limits are to be imposed.
- 6.6. You may be asked to answer security questions or to complete other security authentication processes that TransferMate may reasonably require in relation to the Global Account, and You agree to comply with these processes and requirements as may change from time to time.
- 6.7. TransferMate reserves the right (in TransferMate's reasonable discretion) to carry out all and any necessary money laundering, terrorism financing, fraud or other illegal activity checks before processing any Payment Transaction / Receivables Transaction from or into the Global Account.

## **7. Operation of the Global Account**

- 7.1. Overview of the Global Account: The Global Account provides You with a payment account specifically for Your use that may be used to make Payment Transactions, take Receivables Transactions, hold and convert between funds in one or more specified countries in the Supported GA Currency for that country.
- 7.2. How are balances represented: The funds collected in the Global Account will be represented as the aggregate of the balances in each Supported GA Currency (noting that there may be multiple balances in a Supported GA Currency) displayed on the Platform.
- 7.3. Request to open additional Global Account(s)
  - 7.3.1. You are required to submit a request to open a Global Account by logging on to the Platform, and provide, as prompted, the required information on the Platform, which includes, but is not limited to, the following information:
    - 7.3.1.1. the currency or currencies of the requested Global Account(s); and
    - 7.3.1.2. any further information required by TransferMate from time to time prior to the creation of the Global Account.
  - 7.3.2. The Global Account will only be created when TransferMate is satisfied that You have provided sufficient details and information to open a Global Account, and TransferMate has been able to verify this information. TransferMate reserves the right to refuse to open a Global Account with Bank Details for You, notwithstanding that You may hold funds in a Global Account, and further may limit the number of Global Accounts You hold at any time.
- 7.4. Source of funds in Global Account: The funds that are transferred into the Global Account must be funds from a legitimate source. You must ensure that the Global Account is not used to collect funds from third parties for any illegal or fraudulent purpose. Upon request, You agree to promptly provide evidence of funding sources.
- 7.5. How to transfer funds into the Global Account
  - 7.5.1. Internally via the Platform, which is referred to as a "Request to Pay": To effect this, You will need to log in to the Platform and obtain the reference details for the Global Account in the relevant Supported GA Currency, and book either a Payment Transaction or a Receivables Transaction. TransferMate is not responsible for the funds transferred by a Payment Transaction or a Receivables Transaction until TransferMate has actually received those funds. TransferMate's responsibilities and duties for a Payment Transaction or a Receivables

Transaction are as set out in the relevant sections of the Terms.

7.5.2. From external sources: alternatively, without engaging with the Platform, You or any legitimate Payer (noting all Payers shall be subject to screening and approval by TransferMate, and before permitting such Receivables Transactions there are conditions and limitations set out at clause 7.5.3) may transfer funds into a Global Account with Bank Details through an external bank transfer using account details as indicated by TransferMate on the Platform.

7.5.3. In the event that a transfer is received from a Payer and You have not requested or been granted access to funding from Receivables Transactions, We reserve Our right to return the funds by default to the external source, however subject to the following conditions We may permit such a transfer into Your Global Account.

7.5.3.1. You understand that in the event that any actions of the Payer cause a loss to Us (as specified below in Clause 4), You are legally obliged to make good that loss on demand from Us.

7.5.3.2. You acknowledge that in some circumstances, We may not be able to collect from a country or a specific currency, or We may be prohibited from dealing with a particular Payer. We hereby reserve Our right to bring this limitation or restriction to Your attention without incurring any liability on Our part.

7.5.3.3. In some countries there are regulatory or export restrictions on the frequency and value of funds that can be remitted from that country at one time in a single transaction. TransferMate continually monitors these restrictions and makes reasonable efforts to notify You where the limit may impact on Our ability to complete a Receivables Transaction. However, where We are prevented by such restriction from performing the Receivables Services, We shall have no liability to You for any loss or damage You may incur as a result. We shall notify You of the restriction and offer You the option to cancel the Receivables Transaction or amend the amount being sought. It is always Your obligation to be aware of the Applicable Laws and restrictions attaching to the remittance of funds from the Payer and the Payer's country of residence.

7.5.3.4. On Our receipt of funds from Payer, You will solely receive a notification of a Lodgement to Your Global Account (where applicable) in accordance with the Global Account Terms.

7.5.4. The options available to You for making transfers of funds into Your Global Account will depend on a number of factors including where You live and Your verification status with Us. We reserve Our right to amend, add or withdraw funds transfer options from You at any time without notice to You.

7.5.5. TransferMate assumes no responsibility for failed transfers that are outside of the control of TransferMate.

7.5.6. We do not accept cash, cheques, or other ways of loading funds onto Your Global Account. In certain cases, in particular where funds are transferred from external sources, there may be a mismatch between the currency of the funds being transferred and the currency associated with the Global Account with Bank Details. In such a scenario, this is likely to cause delays and potentially mean that the transfer cannot be completed. This risk may be mitigated by using the Platform as set out at Clause 7.5.1.

#### 7.6. How to transfer funds out of or between Global Accounts

7.6.1. You can transfer funds out of the Global Account at any time by agreeing a Payment Transaction with TransferMate as set out in Clause 8.1.3 of the Terms and opting to fund that Payment Transaction from the Global Account.

7.6.2. Other than by the means set out at Clause 7.6.1, there is no alternative means by which You can make a transfer out of Your Global Account to another external bank account.

7.6.3. Transfers out are subject to limits, and if the transfer request exceeds the current limit, the request may be declined conditional on You providing Us with additional documents for verification purposes.

7.6.4. The execution times set out in the Terms continue to apply to You making Payment Transactions associated with Your Global Accounts.

### 8. **Provision of information on the payment activity associated with the Global Account**

8.1. You can check all transfers into and out of Your Global Account through the Platform, and this information shall be

maintained for at least six years after the Global Account is closed. You can download information from the Platform at any time up to the end of this period.

- 8.2. TransferMate will email You whenever there is a transfer in or out of Your Global Account, confirming the reference, the amount of the transfer in the currency used, any currency conversion, any charges, and the date the transfer was received or made. This information is also provided to You on the Platform.

## **9. Security**

- 9.1. TransferMate shall use industry standard practices to ensure that the Global Account is kept secure and will inform You promptly of any attempted unauthorised access to the Global Account.

## **10. Restriction on use of Global Account**

- 10.1. You may not use the Global Account for the following purposes, and any suspicion that You have used the Global Account for the following shall be deemed “**Prohibited Business Activities**” and be a breach of the Global Account Terms:

- 10.1.1. for illegal purposes (for example, committing fraud);
- 10.1.2. in a way that TransferMate reasonably believes might harm its ability to provide the Global Account;
- 10.1.3. only to send money to and receive money from a credit card;
- 10.1.4. for any transactions to receive cash (for example, getting cash back), other than making a withdrawal from a cash machine;
- 10.1.5. to control or use a Global Account that's not in Your name;
- 10.1.6. to give access to any person who is not an authorised User;
- 10.1.7. to allow anyone who isn't an authorised User to have access to or use Your Global Account or the Platform;
- 10.1.8. to use the Global Account to hold or carry out transactions with clients' money; or
- 10.1.9. to use the Global Account for personal, family or household purposes.

## **11. Suspension and Modification of the Global Account**

- 11.1. TransferMate is entitled to suspend Your access to the Global Account and/or Your authorised User's access to the Global Account and/or otherwise restrict functionality if You are in breach of these terms. In all such cases TransferMate will, to the extent permitted under applicable laws, provide You with reasonable notice in advance of taking these steps. However, TransferMate may suspend access to the Global Account and/or Your authorised User's access to the Global Account without notice if there is use of the Global Account or the Services in such a manner that could cause legal liability to TransferMate, or disrupt other's ability to access and use the Services, or if there is a suspicion of Prohibited Business Activities.
- 11.2. As provided for under Clause 6.3, TransferMate reserves its right to withdraw the Supported GA Currencies and where You hold funds in a withdrawn Supported GA Currency, You are obligated to transfer the funds to another Supported GA Currency (using the means Clause 7.6.1), otherwise TransferMate shall by default, transfer the funds into the Base Currency.
- 11.3. Functionality associated with the Platform may be modified or withdrawn from time to time. It is TransferMate's intention to improve Your experience by ensuring all modifications are positive and progressive, but You acknowledge that making such modifications may change the experience that You have of the Platform, including the loss of functionality that You may value.

## **12. Liability associated with the Global Account**

- 12.1. Under the Regulations You may be entitled to redress for any unauthorised or incorrectly executed Payment Transactions as is set out in the Terms.
- 12.2. In the case of an executed payment or withdrawal from Your Global Account not authorised by You or a User, TransferMate will refund the amount of the unauthorised payment to You, and where applicable, restore the debited



payment account to the state it would have been in had the unauthorised Payment Transaction not taken place. If TransferMate fails to execute or incorrectly executes a Payment Transaction without any fault by You (including but not limited to Your incorrect insertion of Global Account details or execution formatting errors), then unless TransferMate can establish that the Beneficiary's payment service provider received the amount of the Payment Transaction, TransferMate will refund to You the amount of the non-executed or defective Payment Transaction promptly after becoming aware of the error, and, where applicable, restore the debited payment account to the state in which it would have been had the defective Payment Transaction not taken place. TransferMate will also refund to You any direct charges and any interest (save for any Conversion Fees) which You must pay as a consequence of the non-execution or defective execution of the Payment Transaction. Beyond this, TransferMate has no further liability to You for any unauthorised or incorrectly executed Payment Transactions.

12.3. Taxes. You are responsible for any taxes which may be applicable to Payment Transactions. It is Your responsibility to report, collect and pay the correct tax to the appropriate tax authority.

### **13. Termination of the Global Account**

13.1. The Global Account will remain open until terminated by You or by TransferMate.

13.2. Unless otherwise agreed in writing by You, You may close the Global Account at any time without charge by notifying TransferMate via the Platform.

13.3. TransferMate may close the Global Account at any time and shall endeavour to provide You with 60 days' notice in writing, email or via the Platform, however such notice may not be possible in every case, and during such notice period, We may restrict Your access to the Global Account and the functionality associated (for example We may allow You access to Your funds but prohibit Your rights to make payments out to third parties). In addition to the grounds set out in the Terms which allow termination of Your access to Services, We may close Your Global Account immediately if We reasonably believe:

13.3.1. You have seriously or repeatedly broken the applicable terms set out herein;

13.3.2. You are no longer eligible for a Global Account;

13.3.3. TransferMate deems in its discretion that it is not commercially viable to continue to offer You a Global Account based on Our review of Your activities and use of the Global Account;

13.3.4. You have engaged in Prohibited Business Activities; or

13.3.5. Your Global Account is otherwise being used in connection with fraud, money laundering, terrorist financing, tax evasion, or other criminal activity.

13.4. If You receive notice that Your Global Account is scheduled to be closed, You agree to provide TransferMate with any information needed to reverse the decision to close the Global Account, and the final decision on whether the Global Account is to be closed, is entirely at the discretion of TransferMate.

13.5. When Your Global Account is closed, subject to Clause 13.6, TransferMate shall endeavour to allow You a reasonable timeframe (being no greater than 60 days unless a longer period is agreed between You and TransferMate) to redeem any funds that are still in the Global Account, such redemption shall be effected by way of Payment Transaction to another external account in Your name. There is no charge for the redemption but there may be a charge for the Payment Transactions. After the 60-day timeframe has expired, You may not be able to access Your Global Account directly and will need to contact TransferMate to redeem any remaining funds in the Global Account.

13.6. On the closure of the Global Account, We reserve Our right to convert all the funds in Your Global Account into the Base Currency and initiate a one-off funds transfer to Your default Funding Account or an alternative account chosen by You for that Base Currency. Any money owed on the Global Account shall be deducted from the amount redeemable under Clause 13.5 from any balance on Your Global Account without further notice to You.

### **14. Complaints and disputes**

14.1. If You are not satisfied with any aspect of the operation of the Global Account, please contact TransferMate via the Platform.

14.2. If TransferMate is unable to resolve Your complaint, please refer to Clause 21 of the Terms.