

EFFECTIVE DATE: 01 AUGUST 2012

TransferGo Terms and Conditions

Welcome to TransferGo. These Terms and Conditions govern the terms under which you may access and use this website and the services associated with it (together, the "Service"). By accessing, registering with and using the Service, you agree to be bound by the terms of the Terms and Conditions. If you do not wish to be bound by the Terms and Conditions do not access, register with or use the Service. As used throughout these Terms and Conditions, the terms "TransferGo", "we", "us", and "our" refer to TransferGo Ltd, together with its employees, directors, successors, affiliates, and assigns. The terms "you" and "your" refer to users of the Service, whether in their capacity as Senders, Recipients, or visitors to this website.

1. The Nature of the Services

TransferGo Ltd (company number 07914165) is a company registered in England and Wales, with its registered office at 9th floor, 107 Cheapside, EC2V 6DN, London, United Kingdom. TransferGo is authorised by the Financial Conduct Authority (FCA) under the Payment Service Regulations 2009 (registration number: 600886) for the provision of payment services and licensed by HMRC (license number 12667079) as a Money Transmitter. TransferGo is only a Payment Service Provider, our main business is money transfer and provision of services for making foreign currency payments internationally. For security reasons, we recommend that you only send money through the Service to people you know personally. If you choose to pay third parties for goods and services using the Service, you acknowledge that TransferGo has no control over, and is not responsible for, the quality, safety, legality, or delivery of such goods or services and that any such use of the Service is entirely at your own risk.

2. Accessing the Services

To be eligible for our Services, you must be at least 18 years old and a resident of a European Union or European Economic Area (EEA) member state. You must be able to form legally binding contracts under applicable law. Other restrictions may apply. TransferGo will always contract as principal with you and deal with you on an execution only basis. Our Terms and Conditions are applicable on each Transaction. If you submit a Transaction, you are requesting that we process the Transaction on

your behalf, an offer which we may accept or reject at our sole discretion from our place of business. However, if we decide not to process the Transaction, we will notify you promptly of that decision and repay the money paid to us.

3. The Website

You will be able to access material on most areas of the Website without going through the registration process. Certain areas of the Website are only open to you if you register. Upon registration, you will be able to obtain a username and password in order to enable you to access the private area of the Website and use the Services. You agree to provide true and complete information as prompted by the registration form on the Website, and to update this information to keep it true and complete at all times. You will notify TransferGo as soon as you become aware of any error in any details you have provided. You will be solely and absolutely responsible for maintaining the secrecy and confidentiality of all your usernames and passwords enabling you to access TransferGo Website. TransferGo will be entitled to assume that anybody who uses the username and password has your full authority to do so and accepts no responsibility for misuse or unauthorised access, other than in circumstances where the use has been by employees of TransferGo or where you have notified TransferGo of termination in accordance with these Terms and Conditions.

4. Payment

When you are sending money under these Terms and Conditions, it is your responsibility to make sure all the Transaction details are accurate before submission. Once a Transaction has been submitted for processing it is not normally possible to change any of its details. To submit a new Transaction, you will need to provide payment instructions online by using our Website. TransferGo will provide you with exchange rate, Transaction Amount and Payout Amount. We will also generate a unique Transaction identification number and funding instructions. For each Transaction that you submit, you agree to pay us a transaction fee (the "Transaction Fee") in addition to the Transaction Amount. Additional charges may apply. You agree to make a total payment (the "Transaction Fee" plus the Transaction Amount) into our bank account by no later than 12 midnight on the same Business Day, unless TransferGo stipulates otherwise. If you submit a Transaction that results in TransferGo becoming liable for charges including but not limited to chargeback or other fees, you agree to reimburse us for all such fees. In order for us to collect payment from you, you authorize us to access, charge, or debit funds from, any of the payment instruments you provide us in connection with your use of the Service (each, a "Payment Instrument" including, for example, your credit card, debit card, PayPal account, or bank account). If your payment fails or is insufficient, you

authorize us to re-try one or more times using the same or a different Payment Instrument. For example, if there are insufficient funds in your bank account at the time you submit your Transaction, we may try to debit your bank account or charge your credit card at a later time. You represent and warrant that you are the lawful owner of your Payment Instrument(s). Once we receive funds in our account, these funds after conversion to a Recipient's currency will be credited to the Recipient's account within two business days (All Saturdays, Sundays and the bank holidays in the UK and Lithuania are excluded while calculating the business days). TransferGo will not be responsible for the delays that may occur on account of missing transaction reference number in the wire transfer instructions. You represent and warrant that you are the lawful owner of the bank account attached to any payment method notified by you. When you pay for a Transaction in one currency and the Recipient is paid in another currency, there will be a difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you. TransferGo and its Service Providers usually make a small profit in these circumstances. The foreign exchange conversion rate shown on the Website is the rate applicable for the currency conversion transactions done on that particular day and time. It in no way guarantees or represents the foreign exchange conversion rate that will actually be applied on a future date and time to the remittance initiated by you. TransferGo will have no responsibility for any fees or charges you may incur by the use of a particular Payment Instrument to fund a Transaction. These may include but are not limited to unauthorised overdraft fees imposed by banks if there are insufficient funds in your bank account or "cash advance" fees and additional interest which may be imposed by credit card providers if they treat use of the Service as a cash transaction rather than a purchase transaction. Banks have specified times for cut off for the receipt and dispatch of electronic payments. Therefore TransferGo accept no responsibility whatsoever for any delay in onward payment attributable to the late arrival of funds or instruction of payment relative to the cut off times of the designated bank. TransferGo is not responsible for any charges applied by Recipient's bank resulting from the receipt of funds into the Recipient's bank account. You shall contact directly Recipient's bank for details of any such charges. You will not be entitled to any interest for the period during which the funds to be remitted are with the Bank, or pending remittance or are in the course of remittance, or for any other period. TransferGo may, at any time and in our sole discretion, limit the amount to be transferred, either on a per transaction basis or on an aggregated basis.

5. Cancellation and Refund

Please let us know if you have any problems with the Service. You can contact us using the contact information at the bottom of these Terms and Conditions. You have

the right to cancel your agreement with us after you have submitted a Transaction. This right of cancellation continues until fourteen days after you have submitted the transaction, or until we have completed the contract by paying the Payout Amount to the Recipient, whichever is the earlier. If you exercise your right to cancel under this clause, we may make a cancellation charge. We will consider your written request for a refund (submitted by email, or by mail using the contact information at the bottom of these Terms and Conditions) if you provide the Sender's full name, address, and phone number, together with the Transaction identification number, Transaction Amount, and the reason for your refund request. Any refunds will be credited back to the same Payment Instrument used to fund the Transaction and in the same currency. No adjustment will be made for any currency fluctuations which may have occurred in the meanwhile. If we do provide you a refund, we will only refund the Transaction Amount if the Transaction was not paid out to the Recipient (in which case we will also cancel your pending Transaction); otherwise, we will only refund the Transaction Fee.

6. Collection of Information

UK law requires all financial institutions to assist in the fight against money laundering activities and the funding of terrorism by obtaining, verifying, and recording identifying information about all customers. In accordance with our obligations under The Money Laundering Regulations 2007, we may therefore require you to supply us with sufficient personal information to enable us verify your residential address and personal details in order to confirm your identity. For that we may ask for photographic evidence of your identity such as a copy of your passport. TransferGo reserves the right to access various government and private databases, and credit reference agencies, which may keep a record of that information, so as to verify your information for the purposes of electronic identification. If certain databases provide a match to the information you provide then we may not have to ask for photographic evidence of your identity.

7. Data Protection

Any information that you supply to enable us to perform our Services is protected by the Data Protection Act 1998. You agree that TransferGo may use such personal data for the purposes of performing our Services, assessing the risk of performing our Services, for the purposes set out in our Terms and Conditions and to enable TransferGo to enforce its rights under our Terms and Conditions if necessary. You should be aware that: If we are requested or required by the police or any regulatory or government authority investigating suspected illegal activities, or upon the receipt of a court order, to provide your Personal Information and/or information concerning your activities whilst using the Website we shall do so; and We reserve

the right in our reasonable discretion to disclose details of your use of the Website in relation to any, or any threatened, Court Proceedings in connection with your use, or the use of anyone under your control, of the Website whether in connection with the matters set out in these Terms and Conditions or otherwise. TransferGo handles all your information in accordance with our Privacy Policy. A copy of the Privacy Policy may be obtained on request at: [hello@transfergo.com].

8. Limitations of Liability

In no event shall TransferGo, Service Providers, or their respective subsidiaries, officers, agents, partners, or employees be liable for any direct, indirect, incidental, special, consequential or exemplary damages beyond the sum of £500.00 (in addition to refunding the transaction amount and transaction fees). TransferGo shall not be liable for any direct, indirect or consequential loss or damage sustained by the customer arising due to any delay in communicating or performance of any instructions or transactions due to any reason arising on account of circumstances not attributable to TransferGo or beyond control of TransferGo such as, reasons of failure of operational systems, any kind of technical failures, natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or network failure, software or hardware error, labor problem, strike or any other reason beyond the control of TransferGo.

9. Intellectual Property and Copyright

You acknowledge and accept that all of the copyright, database rights and any other intellectual property rights which subsist in the design, layout, processes, functions, data and content of the Website are the property of TransferGo, its information providers or licensors. The Website is owned and operated by TransferGo. No part of the Site, its content or any of its underlying software and databases may be copied or reproduced, shared with third parties, reverse engineered, reverse assembled, or used to create any derivative work (whether in physical or electronic form) without the prior written consent of TransferGo. You are authorised solely to view and retain a copy of the pages of this website for your own personal, non-commercial use. You further agree not to: use any robot, spider, scraper or other automated device to access the Service; or remove or alter any author, trademark or other proprietary notice or legend displayed on this website (or printed pages thereof).

10. Complaints

TransferGo aims to provide the highest level of customer service possible. If you experience a problem, TransferGo will always seek to resolve this as quickly and efficiently as possible. A copy of our complaint procedures is available on request at: [hello@transfergo.com]. In the unlikely event, that you are dissatisfied with our

Service, in the first instance, in accordance with our complaint procedures, TransferGo requires you to inform us of the complaint as soon as practicable in writing by email to [hello@transfergo.com]. Where the initial complaint is verbal it must be followed up immediately with a written complaint. We will acknowledge receipt of your complaint within 2 business days. We will investigate your complaint and come back to you with the initial results of our investigation no later than 2 weeks of receipt of your complaint. If you are not satisfied with the manner in which we have dealt with your complaint, or the outcome, then you may have a right to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Tel No 0800 0234 567, Email: complaint.info@financial-ombudsman.org.uk

11. Changes to Terms and Conditions

These Terms and Conditions may change from time to time, for example in order to comply with changes in the law or regulatory requirements or due to changes in market conditions. TransferGo will notify you of any changes to our Terms and Conditions in writing by email and/or by placing a notice on our Website. TransferGo will give you 30 days notice to object to the changes. Unless these amendments are rejected by you during that period, these will be deemed to be accepted. If the changes are rejected, the contract will be deemed to be terminated. TransferGo will also inform you of the date from which any change is to take effect (the "Effective Date"). Changes made to the our Terms and Conditions will normally only apply to Services provided after the Effective Date but will also apply to Services provided before the Effective Date where TransferGo is required to make them do so by law or regulatory requirements.

12. No Financial Advice

The Service provided and information contained in this Website does not constitute investment or financial advice, and nothing relating to the provision of the information herein shall be construed as creating a fiduciary, financial or other advisory relationship between TransferGo and you or any other third party. Any comments or statements made are not a recommendation that a particular course of action is suitable for you and should not be regarded as investment advice. Before making any investment decision on the basis of any reports or information provided, you must read any relevant disclosure document and make your own investigations regarding the accuracy, reliability and completeness of this information. You should also seek expert professional advice about the offer in light of your particular financial circumstances and particular investment needs.

13. Disclaimer

The information, material, advices, suggestions, illustrations, notifications, and circulars displayed here are collectively called "the contents" on this web-site. TransferGo assumes no responsibility for any mistakes, omissions, inaccuracies, typographical errors, etc. in the contents, nor does it make any warranty or representation regarding any content provided through this website. TransferGo disclaims all liabilities in respect of the contents. Any action taken on the basis of the said contents will be at your own risk and responsibility. TransferGo reserves its right to alter any part of the said contents, at its sole discretion, any time, as and when required. The contents of this website shall not be displayed or printed in any form, either in part or in whole, without the prior written approval of TransferGo.

14. Jurisdiction

These Terms and Conditions will be governed and construed in accordance with English Law and any arising dispute pursuant to these Terms and Conditions will be determined by the courts in England and Wales. b. Our Terms and Conditions are written in the English language which shall also be the language of the Contract. All communications between us and you shall be made in the English language. Where any translation of our Terms and Conditions is undertaken into another language the English version of our Terms and Conditions shall prevail over any translation.¹⁵

Definitions In these Terms and Conditions: "Services" means all payment services and related products available through this website. "Sender" means someone who uses the Service to send money. "Recipient" means someone who receives money through the Service. "Destination Country" means the country in which the Recipient receives money through the Service. "Transaction" means a specific instruction to send money through the Service. "Transaction Amount" means the amount of money that the Sender wishes to send to the Recipient, excluding any applicable fees and prior to any foreign exchange conversion. "Payment Instrument" means a valid instrument of payment such as a bank account, debit card or credit card. "Payout Amount" means the amount paid out to the Recipient, after any foreign exchange conversion and excluding Local Taxes. "Transaction Fee" means the fee plus any additional charges applicable to each Transaction. "Service Provider" means a local bank, money exchange house, or other third party service providers in the Destination Country with whom TransferGo works in providing the Service. "Verify" means that you have to complete our verification process in order to help establish your identity with TransferGo. "Website" means any URL, such as www.transfergo.com, that we use to provide the Services to you. "Password" means the secret password defined by you, at the time of registration. "The Effective Date" means the date on which our Terms and Conditions become effective.

15. Contact Information

Registered Office:Transfergo Ltd

9th floor

107 Cheapside

EC2V 6DN

London

Registered in England and Wales Number 07914165

email: [hello@transfergo.com]

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