



## **GLOBAL EXCHANGE LTD**

### **TERMS AND CONDITIONS**

#### **Definitions:**

In these Terms and Conditions, the following shall have these meanings:

“Company” reference to “Our” “we” is a reference to Global Exchange Limited (GE)

“Term” shall have the same meaning as provision

“Service” means money transfer facility and transactional service offered by GE

“User” “Customer” “You” are used interchangeably to mean the person seeking the services

“Disable” means to suspend

“Transaction” means the transmission or sending of funds using the GE system

“Bank Card” means Visa or MasterCard debit or credit card issued by a Bank or Building Society in UK

“Card Issuer” means the card issuer and owner of the card

“Sender” means the person who is sending the money through the GE online system

“Beneficiary” means the person identified as the receiver of the transaction

Global Exchange Limited is a limited liability company registered in England and Wales. The Company is regulated by HM Revenue and Customs under the Money Laundering Regulations as a Money Service Business (Registration No: 12114995) and by the Financial Conduct Authority as an Authorised Payment Institution (Ref No: 576032)

The Company shall provide the “Service” for the “Customer” in accordance with these Terms and Conditions and this shall constitute the entire agreement between the “customer” and the company save and except where the same is specifically varied by agreement and in writing. As such the Terms and Conditions are to be synonymous with the term “User Agreement”

These Terms and Conditions apply to the use of the company’s website and to the provision of our services. The use of any of the service will constitute your express acceptance of our Terms and Conditions. Please read and understand these Terms and Conditions before you accept them. Failure to observe the Terms of Conditions of the Agreement with us has legal consequences.

The Company reserves the right to change the Terms and Conditions from time to time in which event notification of any change will be posted on our website in a clear and readily accessible manner. It shall be the duty of any “User” to properly acquaint themselves with the updated Terms and Conditions which shall at all times apply from the date of publication until deletion, substitution or amendment.

### **ABOUT GE ONLINE REMIT SERVICE**

GE Online Remit Service allows its customers in the UK to send money worldwide, by providing electronic payment instruction to GE over the Internet.

Payment is to be made by Bank transfer or Debit card. The Bank in the case of a Bank transfer may charge for this service. Any charge raised by the Bank for providing their service is a separate agreement with them respectively and does not affect the agreement as between the company and you the customer.

In the case of a bank transfer once notification that the funds have been satisfactorily credited to our account, we will proceed with the transaction and make funds available for collection at GE’s counters and Agents worldwide.

Funds will usually be available for collection by the beneficiary within minutes of your transaction being authorised or the funds transferred to us by you being received, this being subject to the opening days/hours and time zone difference of the pay-out destination. In some countries and for account credit mode it may take 3-5 working days.

Money transfers will normally be paid to the beneficiary in cash and will be paid in local currency but some Agents may pay by cheque or a combination of cash and cheque. In some countries payment will be available in US dollars or in other currency. Information concerning the collecting amount and currency will be available in the system. All payments are subject to availability, the intended recipient presenting valid identification together with the GE Reference Number provided at the time the transaction is made and any other conditions applicable at the GE Pay-out-Agents location. In limited circumstances, payment of a money transfer may be subject to local taxes and service charges.

We will only accept your payment in British Pounds (GBP). We will convert your transferred amount from British Pounds (GBP) to the currency required at our rate of exchange which is clearly displayed on our website.

Our exchange rate can change at any time without prior notice. Information about the exchange rate is available on our website or can be obtained by calling our customers helpline number 020809023366. The exchange rate quoted is applicable for real time only.

### **USE OF SERVICE**

Access to our website is free BUT you must be over the age of 18 years to issue instructions through the website portal.

Before accepting instructions from you we require evidence that you are of appropriate age and qualification.

The website contents may change without notice and the Company does not warrant or guarantee that either the website or its contents will be available all the time (see below).

The company may discontinue or modify the service or any part of it without notice and at any time.

The Company retains the absolute discretion to refuse any transaction from senders or to beneficiaries, including but not limited to entities and individuals on the restricted or prohibited list issued by UK authorities.

The company will use its best endeavours to process transactions promptly, however some transactions may be delayed or cancelled for a number of reasons including but not limited to our efforts to verify your identity, to validate your transaction instruction, to contact you, or to comply with applicable law or due to variations in business hours or currency availability.

You agree that in connection with your use of our website or the Service, or in the course of your interactions with us, a user or a third party, you will not:

Breach this Agreement, or any other agreement between us;

Establish more than one registration, without our prior written permission;

Provide false, inaccurate, or misleading information; and

Refuse to cooperate in an investigation or provide confirmation of your identity or any other information requested by us.

Refuse to cooperate in an investigation or provide confirmation of your identity or any other information requested by us.

### **REGISTRATION**

In order to "Open an Account" on the Company Website the "User" is required to complete an online Registration process in accordance with the instructions provided. Registration requires acceptance of the Company's Terms and Conditions.

As part of the Registration process you will be provided with "log in" details and be required to select or be assigned a personal "password". Once your Registration has been accepted you are obliged to ensure that any "log in" detail and or password, picked or allocated are treated with the strictest confidence and are in no circumstances to be divulged to any third party.

The Company will without any notification have the right to "disable" any "User" and to remove their "Credentials" at any time if in the opinion of the Company, the "User" has breached any of these conditions or misused the system.

### **PASSWORD PROTECTION**

If at any time your identification code or password is or you suspect that it has been compromised, you MUST contact the company immediately.

The Customer shall notify the Company in the event that it becomes aware or reasonably believes that its servants and or agents or any third party has acted in breach of these terms and must take positive measures to prevent the continuing breach.

In the event that the Company suffers loss and or damage as a result of any breach as described or at all, including damage to reputation, the Company reserves the right to seek damages and or compensation.

In compliance with legal requirement, regulation, code of conduct or any other similar requirement of a relevant professional body or authority we may ask you provide us with information and to supply documents relating to yourself and or any beneficiary.

It is a condition precedent to this agreement that such requests must not be unreasonably refused and the company will not action your instruction unless and until such time as the requested information is received.

### **PAYMENT FEE AND CHARGES**

For each transaction you make with us, you agree to pay us a service fee determined by us together with any other charges which may be applicable as listed on our website.

The list of the service fees currently applicable to a transaction is contained on our website. However, these service fees may change at any time without prior notice. If a service fee changes after you have submitted a transaction to us the service fee applicable at the time you made the transaction will continue to apply.

Your transaction will be complete and will proceed once we have received full payment from you. If for any reason your transaction proceeds and we do not receive full payment from you then you agree to reimburse us for the full amount of the transaction and any fees incurred.

In order to collect payment from you, you authorize us to access, charge, or debit funds from any of the payment methods provided to us in connection with your use of the service. You represent and warrant that you are the lawful owner of the bank account attached to any payment method notified by you.

It is a condition precedent to this agreement that such requests must not be unreasonably refused and the company will not action your instruction unless and until such time as the requested information is received.

## **INFORMATION COLLECTION AND RESTRICTION**

UK law requires all financial institutions to assist in the fight against money laundering activities and funding of terrorism by obtaining, verifying and recording information about customers. Global Exchange Ltd requires you to provide us with original identification documentation to include a passport or driving licence or other form of photographic identification and an original utility bill, banking or official document, being less than 3 months old. We reserve the right to consult other recognised sources in order to obtain information about you.

Your residential address and personal details will be verified to confirm your identity. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998. By agreeing to these Terms and Conditions you acknowledge and consent to the Global Exchange Ltd Privacy Policy which can be found on our website.

We reserve the right to provide information about you and your transaction to government authorities and law enforcement agencies if required by such government authorities and law enforcement agencies.

The authorities prohibit us from accepting transactions with certain countries and individuals (the government authorities may from time to time may change their requirements)

In those circumstances screening will take place of all transactions against the lists of names provided by various governments. Where any "match" is identified we are required to and we will investigate the "match" to ensure compliance with current legal requirements. Our inquiries may require us to obtain additional identification and or further relevant information, which may delay the transaction process.

There may be occasions when certain threshold levels of transactions made by you are reached (the level of which may vary from time to time). If this occurs we shall require from you other additional information either about yourself, the beneficiary, the relationship between you both and the source of funds. Again if this information is not supplied to us in a satisfactory form we will be unable to provide you our service and may terminate your account and contract with immediate effect.

We reserve the right at our discretion to refuse any transaction or to limit the amount to be transferred on any transaction. Any such refusal or limitation may be imposed on individual accounts, linked accounts, or on beneficiaries at our sole discretion. . We reserve the right at any time, and from time to time, to modify or discontinue the service (or any part thereof) with or without prior notice.

## **CONFIDENTIALITY, PRIVACY & DATA PROTECTION**

We keep information passed to us confidential and will not disclose it to third parties except as authorised by you or required by law. In certain circumstances the law requires us to disclose information relating to you.

We may in some cases consult credit reference agencies in order to assess your creditworthiness. If you are an individual, we require your consent before we do this. Your continuing instructions to us will constitute your consent to us carrying out such a search. Details of the credit agency we use are available on request. We have procedures designed to ensure that personal data is used only by appropriately authorised and trained personnel and to safeguard such information against accidental loss or unauthorised disclosure. We will keep that information strictly confidential unless otherwise required by law or Court Order.

We may in some cases consult credit reference agencies in order to assess your creditworthiness. If you are an individual, we require your consent before we do this. Your continuing instructions to us will constitute your consent to us carrying out such a search. Details of the credit agency we use are available on request. We have procedures designed to ensure that personal data is used only by appropriately authorised and trained personnel and to safeguard such information against accidental loss or unauthorised disclosure. We will keep that information strictly confidential unless otherwise required by law or Court Order.

## **THE DATA PROTECTION ACT**

We promise to respect the data we hold on you. Your acceptance of these Terms and Conditions authorises us to keep your details on our database so that we can provide you with the Services and for administration and accounting purposes, so that we can make credit searches and send you relevant information on our services and on events that may interest you. All information that we hold concerning you as an individual will be held and processed by us strictly in accordance with the provisions of the Data Protection Act 1998.

We will not, without your consent, supply your name and address to any third party except where:

- It is necessary as part of the services that we undertake; or
- We are required to do so by law or our professional rules.

If you are an individual, you have a right under the Data Protection Act 1998 to obtain information from us, including a description of the data that we hold on you. Should you have any queries concerning this right, please contact 02089023366 at our registered office. We may charge you for providing you with any such information. VAT will not be added to the charge.

## **CONTRACT**

On placing your instructions for money transfer Global Exchange Ltd will send you an acknowledgement email confirming receipt of your instructions. This does not confirm acceptance of your order nor does it constitute an agreement. Your instruction is your request to purchase our money transfer service.

No contractual arrangement will exist between you and Global Exchange Ltd until the company accepts your instructions and then only once the funds have been received by us and our Compliance Department have satisfied themselves in accordance with our policy, protocol and Money Laundering requirements.

## **INFORMATION SUPPLIED**

If in any case we cannot confirm your identity to our satisfaction or where we have reason to believe that your instructions are incomplete, unauthorised or forged then we shall reject the instruction and the transfer will not be processed.

If you are unable or unwilling when requested to identify the source of funds being sent or fail to supply any other information which we may request of you in order to comply with our legal requirements, then we shall reject the instruction and the transfer will not be processed.

If you provide us with incorrect or incomplete information or if your transaction message is not given to us sufficiently in advance to allow for timely provision of the requested transaction we shall reject the instruction and the transfer will not be processed.

If we have reason to suspect that the monies being transferred represent criminal property, are linked to terrorist funding or are in any way in breach of Anti Money Laundering regulations or any other relevant law then we shall reject the instruction and the transfer will not be processed.

Global Exchange Ltd will not accept any responsibility for any damages, costs or losses incurred due to payment being not made or delayed beyond our control (see our limitations to liability below) or where we are acting in accordance with legal protocol, Code of Conduct, Regulation or Statute.

We are not obliged to process any particular "Transaction". We may, at our sole discretion, refuse any "Transaction" or set a limit to the amount to be transferred, which may be subjected to change.

We generally do not let you change the details of your transaction once it has been submitted to us for processing. It is your responsibility to ensure your transaction details are accurate. However in limited circumstances you may change the details of the receiver by contacting our customer service department. We may not be able to change the detail of the beneficiary if the transaction has already been paid or we may exercise our sole discretion to refuse to do so

Global Exchange Ltd takes your security very seriously and will ensure that the information you have provided to us is kept secure. Consistent with that set out below we will not be liable of any breach of security.

You understand that we are obliged to keep all information in our database for up to 5 years, as required by the authorities.

## **STRICT OBSERVANCE**

It is important that you fully understand the following:

- That you agree that we take no responsibility to you for any goods or Services which you pay for by using the GE Online Remit Service
- That the transfer of funds is being sent entirely at your own risk and you remain fully responsible.
- That we cannot be held responsible to you or any third party for any errors in communication facilities which cannot reasonably be considered to be under our control and which may affect the accuracy or timespan of messages you send to us
- We have no responsibility to you for any delays or losses in transmission of messages arising due to the use of any Internet access service provider or caused by any browser or other software which are not under our control
- Charges might be incurred whenever corresponding banks are involved.
- Any changes or amendments in the details of the transfer will incur a minimum charge of £5 which may rise dependent upon the alteration.
- We have no responsibility to you for the services provided to you by your Card Issuer or Bank
- In case of a cancellation or the refund of a returned payment, the amount returned from the bank may subject to the deduction of their charges and hence the amount returned to you will be accordingly reduced.
- Local deposit transfers and settlements will not have an audit trail
- As a result of the absence of audit trail, once the money has been transferred Global Exchange will have no control over the transaction and will not be able provide any legal document or proof of receipt post transmission. (Sri Lankan Rupees or Indian Rupees)
- Countries where Exchange control Regulation applies (Sri Lanka, India and other countries) Global Exchange Ltd will not be responsible for actions of the partners in those countries. The responsibility will solely be of the Remitter and Beneficiary
- In any case where a refund may be or become payable, NO refund can be effected until Global Exchange Ltd has received definite advice from its Agents that the transfer is unpaid and that the original instructions have been cancelled.
- You may not use the Service in violation of this Agreement or applicable laws, rules and regulations, including but not limited to rules and regulations relating to money laundering, illegal gambling activities, fraud, corruption, bribery the funding of terrorism and terrorist organizations or in contravention of any criminal or civil legislation or the proceeds thereof
- You may not submit a transaction on behalf of any other person. If you intend to submit a transaction on behalf of a business or other non-human entity, you must inform us of your desire to do so. You agree to provide us with additional information about any such entity, as requested by us.

Any complaints regarding the transaction should be notified to the company in writing within 10 days of the transaction date.

## **TERMINATION OF YOUR ACCOUNT /PROFILE**

We may without notice and without liability to you, terminate or suspend your access to your online account at any time:

1. If you attempt to transfer funds from an account not belonging to you.
2. If the transfer is disputed by the transferee bank or institution
3. If any attempts are made to hack, modify or corrupt the security of our website application
4. If a claim is received as to the ownership of the debit card used
5. If any of the Terms and Conditions are breached
6. If at any time we have reason to suspect that the transaction breaches the letter or spirit of these Terms and Conditions
7. If at any time we have reason to suspect that you use the Service in a manner which the Company reasonably believes is illegal, offensive or which in the opinion of the Company is an abuse of the Service provided.
8. If your account has been dormant for 6 months?
9. If you become insolvent.
10. if you become bankrupt
11. if you have a winding-up order made against it
12. If there is a resolution passed for winding up
13. if there is a receiver appointed
14. If it cancels the Service at any time before its completion

Termination shall operate without prejudice to the accrued rights of either party.

## **REFUNDS AND CANCELLATION**

You will have right to cancel transaction before the transfer has been made to the recipient or in the case of an individual (rather than a business) you have the right to cancel the transaction within seven days of making the contract with us and you will be entitled to a refund provided always that you comply with the procedures set out in this section. Cancellation may be done either by contacting our Head office on 02089023366 or by email to [remit@globalexchange.co.uk](mailto:remit@globalexchange.co.uk)

The right of cancellation will be void if in accordance with your instructions the money transfer has been made.

This right of cancellation continues for a period of fifteen days from the day after your acceptance of GE Online Remit Terms and Conditions. If you cancel the Agreement before making a transaction with us, your contract with us will terminate and you will not be able use the GE Online Remit System to make any transaction. In this case we will not charge you any cancellation fee.

If you cancel the Agreement after you have initiated a transaction with us, we will refund the payment made but:

- We may make a cancellation charge equivalent to the service fee if notice of cancellation is received within 24 hours of you initiating the transaction or if later than 24 hours after initiating the transaction the service fee plus an additional £10.
- We will not be able to make a refund if the transaction amount has been paid to the beneficiary before we received the notice of cancellation.
- It may take 5 to 7 working days to refund the payment.

Your right of cancellation under the laws relating to online contracts is in addition to your contractual right to terminate your Agreement with us and in addition to your contractual right to receive a refund in certain cases. Under the terms of this Agreement, you may terminate your Agreement with us by giving one day's notice by telephone or email as above. We also have the right to terminate the Agreement on the giving to you of one days' notice and reserve the right to terminate the Agreement with you without the giving of any reason.

In the event that you seek to cancel a transaction as a result of us requesting further information from you in accordance with our Anti Money Laundering policy then an administrative fee of £50 will be payable and the service fee will also not be refunded. These fees will be deducted from the amount to be refunded and credited to your account within 5 – 7 working days.

## **INDEMNITY**

The Customer hereby irrevocably and unconditionally indemnifies and shall hold fully indemnified the Company from and against any and all actions, proceedings, losses, damages, liabilities, obligations, costs, claims, charges and expenses brought against or suffered by the Company of whatsoever nature arising out of or in connection with the Company's use of any materials supplied to it by the Customer in the course of its provision of the Service and including links from the System to any third party web sites including but not limited to the provisions of the Data Protection Act 1998, Intellectual Property Rights or obscenity laws in any country or jurisdiction in which the content of the System can be viewed.

## **COMPUTER AND EMAIL SECURITY**

Where you provide us with fax or computer network addresses for sending material to, we will assume, unless you tell us otherwise, that your arrangements are sufficiently secure and confidential to protect your interests.

The Internet is not secure and there are risks if you send sensitive information in this manner or you ask us to do so. Data we send by email is not routinely encrypted, so please tell us if you do not want us to use email as a form of communication with you or if you require data to be encrypted.

We will take reasonable steps to protect the integrity of our computer systems by screening for viruses on email sent or received. We expect you to do the same for your computer systems.



We may correspond with you by email unless you advise us in writing that you do not wish us to do so. You acknowledge that email may not be secure. Email will be treated as written correspondence and we are entitled to assume that the purported sender of an email is the actual sender and that any express or implied approval or authority referred to in an email has been validly given. You consent to us monitoring and reading any email correspondence travelling between you and any mail recipient at the company.

We will aim to communicate with you by such method as you request. More often than not this will be in writing, but may be by telephone if it is appropriate. We may need to virus check disks or e-mails, but unless you withdraw consent we may communicate with others when appropriate by e-mail or fax but we cannot be responsible for the security of correspondence and documents sent by e-mail or fax.

## **LIABILITY LIMITATION**

No representations, warranties, conditions and guarantees, express or implied including but not limited to the implied warranties of fitness for purpose and satisfactory quality are made with respect to the Service by the Company

The Company shall not be liable for any direct indirect or consequential loss damage or expense including but not limited to loss of data, use, or profits suffered or arising in any manner whatsoever out of or in connection with the Service or the Company's termination of the Service for any reason whatsoever and including but not limited to:

- any virus that may be passed on to any computer from the web server, or by email.
- any loss, or theft of data
- any loss, or misuse by third parties, of any data that is captured and/or stored on the web-server
- any downtime of the web server, or other equipment, connected to the Internet, which causes the System to be off-line for any amount of time, or causes loss of revenue on a System
- any problems arising from the Customer's own email account and Internet service provider
- delays due to circumstances outside our control such as regulatory controls or currency availability, or in a case where the transaction may be delayed or cancelled in the course of our continuing obligation to verify your identity, to validate your transaction instructions and payment methods, to contact and locate you, and to otherwise comply with applicable law. In these circumstances you may be entitled to a partial refund pursuant to the Terms and Conditions herein.

The Company shall not be held liable for any loss damage or failure of performance of the Service due to war, strikes, industrial action short of a strike, lockouts, accidents, fires, blockades, import or export embargos, legal restrictions, Acts of God, natural catastrophes or other obstacles over which the Company has no control.

You agree that the limitations on our liability as set out in this agreement are reasonable having regard to the nature of your instructions and the work involved and the availability and cost of professional indemnity insurance.

1. The Company will undertake the work relating to your matter with reasonable skill and care.
2. The Company accepts liability, limited to the value of the actual damage caused, for the consequences of fraud by the Company or any its Consultants or Employees which is affected in their capacity as Consultants or Employees and for any other liability which the Company is not permitted by law to limit or exclude.
3. If any part of this Agreement, which seeks to exclude, limit or restrict liability (including provisions limiting the amount we will be required to pay or limiting the time you have to bring a claim) is found by a Court to be void or ineffective for any reason, the remaining provisions shall continue to be effective.
4. The Company will not be liable under this Agreement or laws of negligence for any deficiencies in the work we have undertaken if and to the extent that deficiencies are due to any false, misleading or incomplete information or documentation which has been provided to us (whether by you or any third party) or due to the acts or omissions of you or any third party. However, where any failure by the Company to identify any such false, misleading or incomplete information (or any failure by us to inform you that we have identified such information or any failure to act on your resulting instructions) constitutes negligence then we shall, subject to the other provisions of this agreement, remain liable for such failure.
5. Despite anything else contained in this agreement, the Company are not under any obligation to act for you (or to continue to act for you) if to do so would breach any laws. Therefore, we will not be responsible or liable to you for any loss which you or any other party may suffer as a result of our refusal to proceed with your matter where we would be in breach (or we reasonably believe that we would breach) of our legal obligations.
6. The Customer agrees that it will not bring any claims or proceedings in connection with this agreement against the Company, its Consultants or Employees personally, unless (and to the extent that) the Customer is otherwise permitted to do so by law. Our Employees may enforce this clause even though they are not parties to this agreement (but despite having such rights, this agreement may be varied or ended without their consent).
7. Proceedings in respect of any claim against us must be commenced within six years after you first had (or ought reasonably to have had) both the knowledge for bringing an action for damages and the knowledge that you had the right to bring such an action and in any event no later than six years after any alleged breach of contract, negligence or other cause of action. This provision expressly overrides any statutory provision which would otherwise apply; it will not increase the time within which proceedings may be commenced and may reduce it.

If we and any other party or parties are liable to you together in respect of the same claim, then we shall only be liable to pay you the portion which is found to be fair and reasonable having regard to the level of our default. Therefore, we shall not be liable to pay you the portion, which is due to the fault of such party, even if you do not recover all or any money from such other party for any reason.

If we are liable to you and any other party or parties would have been found liable to you together with us in respect of the same claim if either:

(i) You had also brought proceedings or made a claim against them; or (ii) (ii) We had brought proceedings or made a claim against them for a contribution towards our liability, then any sum due from us to you shall be reduced by the proportion for which such other party or parties would have been found liable had those proceedings been brought or those claims been made.

Nothing in this agreement excludes or limits the liability of the company for:

Death or personal injury caused by negligence;

Fraud or fraudulent misrepresentation; or

Any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

Global Exchange Ltd and its staff will not be liable if:

1. We block the payment to comply with our legal obligations as prescribed by the Industry Regulators or at the request of any authorised body

2. We are not able to send funds as a result of matters beyond our control or as a result of unforeseen circumstances.

## **COPYRIGHT**

Unless we agree otherwise, all copyright, which exists in the documents and other materials that we create whilst carrying out work for you, will remain our property. You have the right to use such documents and materials for the purposes for which they are created, but not otherwise.

If you use such documents for any purpose other than that for which they were created we are not responsible to you for any losses that you may suffer as a result.

Unless otherwise required by law or Court Order, you agree not to make our work, documents or materials available to third parties without our prior written permission. Our work is undertaken for your benefit alone and we are not responsible to third parties for any aspect of our professional services or work that you make available to them.

## **JURISDICTION AND LAW**

We are in certain circumstance obliged under Money Laundering Regulations 2007, Proceeds of Crime Act 2002 ('POCA') as amended by the Serious Organised Crime and Police Act 2005 ('SOCPA') to make a report to the National Crime Agency ('NCA') where we are suspicious that any matter or transaction in which we are instructed involves the proceeds of criminal conduct.

We may be prohibited by law from informing you or anyone else when such a report has been made, and it is possible that we may not be allowed to proceed with the transaction or matter concerned until NCA gives us permission to do so. We may not be permitted to tell you anything about any of these circumstances should they occur.

If any term or provision of these terms of business or our Agreement is inconsistent with complying with our legal obligations under Anti-Money Laundering Legislation, our legal obligations will override the inconsistent term, which shall be deemed modified accordingly.

We will not accept any liability for any loss caused to you or any other party as a result of our refusal to proceed with a matter or transaction or otherwise complying with our legal obligations.

**APPLICABLE LAW.**

The Customer's right to use the Service is personal to the Customer and is not transferable.

These terms shall be governed by, and interpreted in accordance with English law. Any disputes or claims concerning this agreement and any matters arising from it, shall be dealt with only by the Courts of England and Wales.

If we or you do not enforce our respective rights under this Agreement at any time it will not prevent either us or you from doing so later.

If any provision of this Agreement is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.

If any term of this agreement is inconsistent with our legal obligations under the relevant laws then the relevant laws shall apply instead of those terms. The terms and conditions and all matters connected are governed by English Law. The courts in England have exclusive right to settle any dispute arising from or connected with these conditions.

## **GRIEVANCES**

Global Exchange Ltd is committed to ensuring an excellent service is provided at all time. The complaints procedure is set out on website or available upon request. You can submit your complaints in any of the following ways:

1. Write to us at : 54 Ealing Road, Wembley Middlesex HA0 4TQ
2. Send an email to us : [info@globalexchange.co.uk](mailto:info@globalexchange.co.uk)

When contacting us please provide us with the following details:

1. Your full contact details (Name, Address & telephone number)
2. Your Customer Number
3. The nature of your complaint

In the event that you are not entirely satisfied with our complaints procedure or the determination of your complaint you are entitled to make a complaint to the Financial Ombudsman Service provided you do so within one year of becoming aware of the problem or within six months of the end of our internal complaints procedure if you are still not satisfied with the outcome. In exceptional circumstances an Ombudsman may extend these time limits. This

client MUST deal with the company FIRST and only if there is continuing dissatisfaction are they able to escalate matters to the ombudsman. They could always instead to straight to the courts in any event.

### **INTELLECTUAL PROPERTY RIGHTS**

The GE Online remit site and Service, the content of the website, text, graphic, logos, images and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by GE.

All right, title and interest in, to and of the GE Online Remit Service shall remain the property of GE. GE Online Remit Service may be used only for the purposes permitted in this User Agreement and subject the company's Terms and Conditions or as described on the web Site. You are authorized solely to view and to retain a copy of the pages of the GE Online Remit service Site for your own personal use. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the World Wide Web, or in any way distribute or exploit the GE Online Remit Service or any portion thereof for any public or commercial use without our express written permission. You may not:

- (a) use any robot, spider, scraper or other automated device to access the GE Online Remit service and system; and/or
- (b) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the GE online remit site (or printed page thereof). Other product, service and company names appearing on the site may be trademarks of their respective owners
- (c) make any attempt to examine, copy, alter, "reverse engineer" tamper with or otherwise misuse such software.

### **MISCELLANEOUS**

These Terms and Conditions constitute the entire agreement between yourself and GE and governs your use of the Service, superseding any prior agreements between us.

Our failure to exercise or enforce any right or provision of the Terms or Conditions shall not constitute a waiver of such right or provision. If any provision of the User Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give appropriately valid effect to the intention of the User Agreement as reflected in the provision concerned & the other provisions of the User Agreement shall remain in full force and effect.

We may modify or amend this User Agreement from time to time without notice to you, except as may be required by law. You can review the most current version of the User Agreement at any time by accessing this website. You may terminate your use of the Service if you do not agree to any modification or amendment made to it. If you use the Service after the effective date of any modification or amendment you shall be deemed to have accepted that modification or amendment. You agree that you shall not modify or amend the terms of the User Agreement and you acknowledge that any attempt by you to do shall be void.