



TERMS & CONDITIONS

Ireland Terms and Conditions

July 2021

TERMS AND CONDITIONS

SMALL WORLD FINANCIAL SERVICES SPAIN SAU (hereinafter Small World) a Payment Entity, with registered address at Paseo del Club Deportivo 1, Edificio 13, Planta Baja 28223 Pozuelo de Alarcón Madrid, holder of Tax ID (NIF) A-82414046, recorder in the Commercial Registry of Madrid in Volumen 14.555, Folio 32, Sheet M-241006, Record 1, subject to the supervision of the Bank of Spain, and registered in the Special Registry of the Bank of Spain under number 6824

If you so requests, Small World shall provide you with the information and conditions agreed on paper or another durable medium as your request.

In these terms and conditions (the "**Terms**"), the following terms shall have the following meanings:

"**Authorised Person**" means a person who is formally and properly authorized to carry out actions on behalf of the Sender;

"**Bank card**" means a Visa or MasterCard credit card or debit card issued by a bank or building society in the ____

"**Business Day**" means a day upon which banks are generally open for business in the [insert the Country] excluding weekends and public holidays;

"**Card Issuer**" means the issuer and/or owner of a Bank card;

"**MTN**" means the unique transaction number which will be issued to you and which the Recipient will be required to provide in order to authorise us or our agents to make payment to the Recipient; Also means a combination of letters, numbers or symbols specified to the payment service user by the payment service provider and to be provided by the payment service user to identify unambiguously another payment service user and/or the payment account of that other payment service user for a payment transaction.

"**Payment Order**" means an instruction to transfer funds sent via paper and/or electronic means;

"**Prohibited Purpose**" means any unlawful purpose; making or receiving payment for gambling services, gambling chips or gambling credits; making or receiving payment for banking or other financial services; or sending a payment to yourself as the recipient;

"**Recipient**" means the person identified as the beneficiary of a money transfer (whether that money transfer is initiated by a Sender using the Service or by a person using another money transmission service);

"**Sender**" means the person who initiates the carrying out of a money transfer by using our Service;

"**Service**" means any or all of the services for money transfer which are made available by us;

"**Site**" means the website operated by us to provide online money transmission services and related information facilities;

"**Small World Online Service**" refers to any or all of the services which are made available by us by means of the Site;

"**Transaction**" means each money transfer that you initiate under, and each other use that you make of, the Service;

"**Value Date**" means the date on which a Transaction actually takes place;

"**We**", "**our**" or "**us**" means Small World Financial Services Spain, SAU a payment institution under Bank of Spain Licence n1 6824 with corporate office at Paseo del Club Deportivo 1, Edificio 13, Planta Baja, 28223 Pozuelo de Alarcón, Madrid Spain a company of Small World Group.

"**you**" or "**your**" means any person who uses the Site or the Service, whether as a Sender or otherwise.

All references in these Terms (unless otherwise stated) (a) to a person or persons shall include any natural person, company, firm, partnership, trust, public body or other organisation; (b) to "clauses" are to clauses of these Terms; (c) to any legislation (including statutes, statutory instruments, statutory provisions or regulations) shall include them as amended or re-enacted from time to time; and (d) made in the singular shall include the plural and vice versa.

1. MONEY TRANSFERS - OUR OBLIGATIONS

1.1. Before agreeing to undertake a Transaction, we will provide you with a draft payment order that will become a Payment Order after your signature. The Payment Order together with these Terms, will set out the information which we are obliged to provide to you including:

- a) The maximum total fee that the Sender will be charged by us, together with a breakdown where applicable. If we believe that a person to whom you send the money may also have to pay a fee, then we will tell you.
- b) An indication of the exchange rate that we will apply to your Transaction, or the reference exchange rate upon which the actual exchange rate will be based. If a further exchange rate may be applied, we will tell you to expect this.
- c) Information on where the Recipient should collect the money from and what they have to do, if it is to be made available in cash.
- d) An indication of the maximum time that it will take for the Transaction to be completed – i.e. the time until funds will be available to the Recipient. The term of payment for a Transaction changes depending on the country of destination and is also subject to legal and regulatory requirements. For the calculation of this period, we only consider Business Days.
- e) In relation to any Transaction that we have agreed to perform for you, For (a) payment transactions sent in euros (b) national payment transactions in the currency of a Member State of the European Union that is not part of the euro area; c) payment transactions that only involve a currency conversion between the euro and the currency of a Member State that is not part of the euro area, provided that the corresponding conversion is carried out in the Member State that is not part of the euro area and, in the case of cross-border payment operations, the cross-border transfer is made in euros, the amount of the payment operation is deposited to the account of the provider of payment services of the beneficiary, by the end of the following business day. However, the indicated period may be extended by one business day for payment transactions initiated on paper.
- f) For cross-border operations made in a currency other than euro or any of the currencies of a Member State of the European Union, the maximum execution period will be four (4) banking days.
- g) Information on cancellation procedures and any charges for cancelling or amending a Transaction

1.2. The moment of receipt of a Payment Order shall be the time when it is received by us. If the time of receipt is not a business day, the payment order shall be deemed received on the next business day. The time limit set as a deadline at the end of the business day shall be 20:00. After that time, any payment order received will be considered received the next business day.

Upon completion of a Transaction we will provide you with the following in writing: A transaction reference number that is unique to your Transaction.

- a) Confirmation of the exact amount we are sending for you.
 - b) The charges or fees that you have paid to us for this Service, together with a breakdown where applicable.
 - c) The amount of the Transaction in the currency used in the Payment Order.
 - d) The amount of the Transaction in the currency in which the Recipient will receive the money.
 - e) The date on which we received the Payment Order from the Sender.
 - f) The exchange rate that has been applied to your Transaction.
 - g) Information on where the Recipient can collect the money or confirmation of the bank to which the money has been sent.
 - h) When the money will be available for the Recipient and whether this timescale is definite or the best estimate that we can make.
 - i) In the case of cash collections, what the Recipient has to do in order to collect the money.
 - j) The procedure to follow if you have a need to query the Transaction. We will advise you how long it will take us to provide an answer or an update.
- 1.3. Without prejudice to clause 1.4, we will provide the Service with reasonable skill and care.
- 1.4. We have no liability and do not accept any responsibility to you for:
- a) Any goods or services which you pay for by using the Service.
 - b) Malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us.
 - c) Errors in our Site or with our Small World Online Service caused by incomplete or incorrect information provided to us by you or a third party, or for any unauthorised use of your password or account e-mail (which you are responsible for keeping confidential).
 - d) Any losses or delays in transmission of messages arising out of the use of any internet access service provider or caused by any browser or other software which is not under our control.
 - e) Viruses caused by third parties.
 - f) The services provided to you by your Card Issuer.
 - g) Any opportunity to make a purchase which is lost or compromised by any delay or failure of any Transaction regardless of the reason for such delay or failure.
- 1.5. We have the right to stop the use of a payment instrument on reasonable grounds relating to any suspected unauthorised or fraudulent use of the relevant payment instrument. We notify you of such refusal, the reasons for it and the procedure for remedying the probable actual errors that have caused it, unless a specific rule and/or regulation prohibits us such notification.
- 1.6. We have no obligation to you to initiate or perform a Transaction if:
- a) We suspend the operation of the Service in whole or in part if, in our absolute discretion, we consider it appropriate to do so by reason of any circumstances beyond our control or if we consider, that you or the Recipient, are using the Small World Online Service for any illegal purposes.
 - b) We are unable to obtain satisfactory evidence of your identity.
 - c) We believe that you don't have enough information to satisfy any regulatory or governmental requirement.
 - d) We have reason to believe that the Transaction is incorrect, unauthorised or forged.
- e) You provide us with incorrect or incomplete information or if your Payment Order is not given to us sufficiently in advance to allow for timely provision of the requested Transaction.
 - f) Your Card Issuer does not authorise the use of your bank for payment of the Transaction and our related charges.
- 1.7. If we do not initiate or perform a Transaction as a result of any of the circumstances set out in clause 1.6, we will notify you in advance and will notify you of the reason(s). If it is not feasible or not reasonably practicable to notify you in advance, we will inform you without undue delay afterwards. If a notification pursuant to this clause would be unlawful, we are not obliged to provide you with any notification under this clause.
- 1.8. We undertake that if the Service is interrupted for any reason outside of our control we will take reasonable care to minimise the duration of any interruption. Provided we comply with this undertaking, we shall not be liable to you for any loss or liability which may be suffered or incurred by you as a result of any such interruption.
- 1.9. Please be aware that applicable law prohibits us from carrying out Transactions in relation to certain individuals and countries **(including North Korea and Iran)**.
- We are required to screen all Transactions against lists of names provided by the governments of the countries and territories in which we do business, including the US Treasury Department's Office of Foreign Assets Control (OFAC) and the European Union. If a potential match is identified, we research the Transaction to determine if the name matched is the individual on the relevant list. On occasion, Senders and/or Recipients are required to provide additional identification and other information which can delay Transactions. This is a legal requirement for all Transactions processed by us, including transfers that originate and terminate outside of the US.
- 1.10. We may request further information prior to carrying out any Transaction if we consider it necessary.
- 1.11. We may report suspicious activities to law enforcement organisations or other government agencies if we are required to do so by law or otherwise consider it necessary.
- 1.12. We do not contact the Recipient once the money is ready to be collected.
- 1.13. We will be responsible to you for all Transactions that are initiated by you via any of our authorised agents.
- ## 2. MONEY TRANSFERS - YOUR OBLIGATIONS
- 2.1. As a Sender you must be 18 years or older in order to use our Service.
- 2.2. Small World Online Services: You will be required to register with us in order to use Small World Online Service. Registration and use of the Small World Online Services is subject to these Terms.
- You will choose a password and an account e-mail login upon registering with us. You are responsible for maintaining the confidentiality of your password and account e-mail login, and are fully responsible to us for all activities that occur under your password or account e-mail login. You agree to immediately notify us of any loss, theft, misappropriation or unauthorised use of your password or account e-mail login by calling Tel: + 44(0)20 7378 1100 and we will take immediate steps to try to prevent these from being used. Subject to our taking such steps, we are not liable for any loss or damage arising from your failure to comply with your obligations under this clause. You may have rights

- against your Card Issuer to have sums refunded to you if fraudulent use is made of your Bank Card.
- 2.3. You agree to pay our charges for each Transaction which you initiate or request under the Service (details of which are available on our Site). Before we can perform any of our Services for you, you must register with us. In order to complete your registration, you must provide us with all the details we require from you, including details relating to your identity and proof of address and any other information we may require from you to enable us to complete our anti-money laundering terrorism finance procedures.
 - 2.4. You will promptly supply us with all information and documentation which we may ask you for at any time to enable us to comply with any legal requirements on us relating to our Services, including as required by Law 10/2010, of April 28, on the prevention of money laundering and terrorist financing and Royal Decree 304/2014, of May 5, which approves the Regulation of Law 10/2010.
 - 2.5. You may authorise another person to provide us with instructions on your behalf. In these circumstances, we will treat the instructions of the Authorised Person as if they came from you.
 - 2.6. You are responsible for the completeness and accuracy of all information you provide to us at any time. You must always provide us with instructions, and make sure any Authorised Person provides us with instructions, in the English language.
 - 2.7. You will be required to provide at least the following information in order for a Transaction to be executed:
 - a) Sender's full name, address, date of birth, phone number, nationality, occupation, Identification (Passport, National Identity Card, or EEA ID) for Transactions that reach the limits specified by us.
 - b) Recipient's full name, phone number, account number, bank name.
 - c) We may request further information if necessary.
 - d) You should bring your original Photographic identification documents to show to the operator. This is mandatory for all Payment Orders to be made in cash, regardless of the amount.
 - 2.8. You will be required to provide at least the following information in order for a Transaction to be executed using the Small World Online Service:
 - a) Sender's full name, address, date of birth, phone number, nationality, occupation, and Identification (Passport, National Identity Card, or EEA ID) when requested by us. An online Transaction can only be performed via Sender's wire transfer or Sender's debit card, or credit card.
 - b) Recipient's full name, phone number, account number, bank name.
 - 2.9. You acknowledge and agree that:
 - a) When you register with us or submit a Payment Order, you will provide us with true, accurate, current and complete information and sign the receipts as required.
 - b) You will maintain and promptly update such information to keep it true, accurate, current and complete.
 - c) You will not use the Service for or in connection with any Prohibited Purpose.
 - d) You will not initiate a Transaction under the Service in breach of these Terms or any other restriction or requirement of use described on the Site.
 - e) You will be liable to us for all losses which we suffer or incur relating to any fraud or fraudulent activity by you at any time.
 - 2.10. You acknowledge and agree that information about you, and the Services we provide to you are confidential, however may be provided by us from time to time to regulatory or governmental authorities, bodies or agencies where we are required by law to do so. All information must be kept in our database for 10 years since your last Transaction.
- 2.11. All currency converted under the Service is converted at our rate of exchange. All the expenses that you must pay to Small World must be established on your receipt, as well as the method of calculating the exchange rate or interest rate that will apply to the transaction, and the corresponding date and the rate or reference used in that calculation method.

Small World calculates its rate of exchange based on commercially available interbank rates plus a margin. Most exchange rates are adjusted several times daily in line with the relevant closing rates of global financial markets. The exchange rate for a money transfer is indicated to You at www.smallworldfs.com after selecting the destination country in the "Send Money Online" field, entering the amount that You intend to transfer and clicking on "Calculate".
1. **CANCELLATION AND REFUNDS**
 - 3.1. You are deemed to have expressly requested the Service to commence immediately upon submitted a Payment Order and we may therefore commence the provision of the Service immediately following such submission. However, subject to clause 3.7, you have the right to cancel Transactions up to the time at which payment has been made to the Recipient. You may exercise this right by telling us you wish to cancel the Transaction by:
 - a) Telephoning us on 0800 019 5030 or outside the UK: 00 44 20 7407 1800.
 - b) E-mailing us at info@smallworldfs.com.
 - 3.2. If you exercise your right to cancel under clause 3.1 after you have sent a Payment Order to us, we will reimburse any payments which you made to us before cancellation, but:
 - a) We will not reimburse you if we have paid the money transfer to the Recipient before we receive your notice of cancellation.
 - b) Any Transaction that is cancelled more than 14 days after you have sent a Payment Order to us (other than as a result of our fault) will be reimbursed less the commission initially charged when placing the Transaction.
 - 3.3. If we cannot complete a Transaction for any reason, we will promptly contact you in order to make the reimbursement.
 - 3.4. If you become aware of an unauthorized or incorrectly executed Payment Transaction, you must notify us, without any unjustified delay, for the purpose of rectifying the situation. This communication must be made using the means of communication set out in this Contract.

In the event that an unauthorised payment transaction is executed, SMALL WORLD shall refund the amount immediately and, in any event, no later than the end of the business day following the day on which the transaction was observed or reported to it, except where SMALL WORLD has reasonable grounds to suspect fraud and this fact has been reported to the relevant service of the Bank of Spain.

Except for those cases in which SW has not provided or made available to you the information

- corresponding to the Payment Transaction, any communication made by you must take place within at most thirteen months from the execution date of the Payment Transaction.
- 3.5. If:
- the Recipient does not collect the money transferred for their benefit as part of a Transaction for 3 months; or
 - you make a deposit in our account and fail to identify or proceed with the Transaction within 30 days,
- we will refund the sum to you less the commission initially charged at our exchange rate applicable at the time of the refund. If we cannot refund the money to you because we are unable to contact you (having made reasonable efforts) and we do not have valid bank details for you that are sufficient for us to make the refund transfer, we will retain the funds subject to our safeguarding obligations under clause 18.
- 3.6. We are not responsible and we will not refund you for any payments made incorrectly as a result of you providing incorrect payment information. We shall be liable to you for all expenses incurred and for which we are responsible, as well as for any interest that may have been applied to you as a result of non-execution or defective or delayed execution of us.
- 3.7. In order to enable us to process a refund you will be required to complete and provide to us a refund form (a copy of which can be found [*please contact with customer services*] and you will also be required to provide: (i) copies of an acceptable form of identity documentation such as a valid, current passport or National Identity Card (ii) if you are a corporate entity, a copy of your company registration certificate and (iii) a copy of your most recent current account bank statement. We also reserve the right to ask you to show originals of these documents to one of our agents or representatives and to suspend the processing of your refund until any such requested originals are provided.
- 1. PAYOUTS**
- 4.1. Upon making a Payment Order we will issue you with a MTN. In order for us to authorise payment to a Recipient, the Recipient must provide us or our payout agent with all of the following:
- Original and valid Photographic identification (such as a Passport, National Identity Card or a valid Identity card).
 - The exact amount of the principal amount of the Payment Order.
 - The MTN relating to the Payment Order.
- 4.2. Payment by cheque will not be accepted.
- 4.3. The Sender's account shall not be debited before receipt of the Payment Order. If the time of receipt is not on a Business Day, the Payment Order shall be deemed to have been received on the following Business Day.
- 4.4. We shall ensure that the amount of the Payment Order will be at the Recipient's disposal immediately after that amount is credited in the Recipient's payment services provider's account where, there is, (a) no currency conversion; or (b) a currency conversion between the euro and a EU Member State currency or between two EU Member State currencies.
- 2. LIABILITY**
- 5.1. We do not accept any liability for damages resulting from non-payment or delay in payment of a money transfer to a Recipient or failure to perform a Transaction under the Service by reason of any of the matters referred to in clause 1.6.
- 5.2. We will refund to you or restore the debited payment account, without delay, the amount of any non-executed or defective Transaction (including our charges in relation to such Transaction) as a result of any breach by us of these Terms.
- 5.3. We shall be liable for any charges for which we are responsible, and for any interest to which you are subject, as a consequence of non-execution or defective, including late, execution of a Transaction as a result of any breach by us of these Terms.
- 5.4. Any claim for compensation made by you/or a Recipient (who is not registered with us) must be supported by any available relevant documentation.
- 5.4. Wherever you are sending a money transfer to a Recipient who is not registered with us, you agree to accept the provisions of this clause 5 not only for yourself, but also on behalf of the Recipient.
- 5.5. We or any of our agents shall not be liable whether in contract, tort or otherwise for damages, losses or claims for delays, nonpayment or underpayment of any money transfer, or non-delivery of any supplemental message beyond the sum equivalent to the principal amount of the money transfer (in addition to refunding the principal amount of the money transfer and our charges in relation to the money transfer).
- 5.6. We do not exclude or limit in any way our liability where it would be unlawful to do so. Nothing in this clause 5 shall (a) exclude or limit liability on our part for death or personal injury resulting from our negligence or (b) exclude liability for our fraud.
- 5.7. To the extent permissible by law, neither we nor our agents will be liable for any loss of profits, loss of business, loss of opportunity, loss of goodwill, loss of contracts or any indirect, special, incidental or consequential damages (whether caused by negligence or otherwise).
- 5.8. We are not liable to you for any loss or damage which you may incur as a result of any legal requirements which we are required to comply with, including in relation to Money Laundering and Terrorism Finance.
- 5.9. Your relationship is with Small World Financial Services Spain, SAU is a Spanish Company, registered in Spain with Offices at Paseo del Club Deportivo 1, Edificio 13, Planta baja, 28223 Pozuelo de Alarcon, Madrid, Spain and member of Small World Group.
- 5.10. We are not liable under these Terms to any person except you and are not liable for any loss or damage whatsoever caused to any person other than you.
- 1. TRANSFER OF RIGHTS**
- 6.1. We have the right to transfer our rights and/or responsibilities under our agreement with you to an affiliated company, or any third party, at any time without your consent unless such transfer would reduce your rights and/or remedies or increase your responsibilities and/or liabilities under your agreement with us.

- 6.2. You may not transfer your rights and/or responsibilities under your agreement with us without our prior written consent.
7. **CIRCUMSTANCES BEYOND OUR CONTROL**
- We are not liable to you if we are unable to perform any of our obligations to you or our performance of any of our obligations is delayed due to any circumstances outside of our control. If our performance is delayed by circumstances outside of our control we will contact you as soon as possible to let you know and will take steps to minimise the effects of the delay. Provided we do this we will not be liable for delays but if there is a risk of substantial delay you may contact us to cancel the Transaction and request a refund.
8. **CONFIDENTIALITY**
- 8.1. We respect the privacy of the affairs of all our customers and always aim to treat customer information as confidential and to use customer information in confidence.
- 8.2. We will not treat customer information as confidential where it is already public knowledge or where it becomes public knowledge through no fault of our own.
- 8.3. We may disclose customer information if we are required to do so by law, by a court, by court order, to meet any statutory, legal or regulatory requirement on us, or by the police or any other law enforcement agency in connection with the prevention or detection of crime or to help combat fraud or money laundering.
9. **DATA PROTECTION AND PRIVACY POLICY**
- 9.1. In this clause 9, "Data Protection Legislation" means any law applicable from time to time relating to the processing of personal data and/or privacy, as in force at the date of our agreement with you or as re-enacted, applied, amended, superseded, repealed or consolidated, including without limitation, as applicable, the Spanish Data Protection Law, the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case including any legally binding regulations, direction and orders issued from time to time under or in connection with any such law. In addition, the terms data processor, personal data, data subject, processing and supervisory authority shall be as defined in the Data Protection Legislation and "Data" shall mean the personal data and/or sensitive personal data, which is provided by you to us pursuant to these Terms or in connection with the Services provided by us hereunder.
- 9.2. You and we agree to comply at all times with all applicable requirements under the Data Protection Legislation.
- 9.3. In the event that we are deemed to be your data processor in respect of the Data and you are deemed to be a data controller, the following clauses 9.4 to 9.7 shall apply. In the event that we are deemed to be a data controller clauses 9.4 to 9.7 will not apply in respect of the Data and you (if you are a data controller) and we agree to comply at all times with any applicable obligations imposed on each of us (as appropriate) as data controller under the Data Protection Legislation when processing the Data.
- 9.4. We shall only process the Data (i) in accordance with your written instructions (including the Terms
- or (ii) where required to do so by applicable law (and we shall promptly inform you if we believe your instructions infringe the GDPR).
- 9.5. We shall, in addition to the measures put in place by you, implement and maintain all appropriate technical and organisational security measures: (i) to ensure a level of security appropriate to the risk to the Data when it is processed by us (ii) to assist you in the fulfilment of your obligations to respond to requests from data subjects exercising their rights under the Data Protection Legislation and (iii) where appropriate, assist you in complying with Articles 32 to 35 of the GDPR.
- 9.6. We shall:
- a) provide all assistance to you as is reasonably requested to enable you to comply with your obligations pursuant to the Data Protection Legislation;
 - b) take all reasonable steps to ensure that access to the Data is limited to those personnel who require access to it for the purpose of complying with our obligations under these Terms and that such personnel are bound by enforceable obligations of confidentiality;
 - c) inform you (via a notice on the Site) of any intended appointments of new sub-processors, thereby giving you an opportunity to object (which objection we will consider in good faith) and it is acknowledged that these Terms stand as general written authorisation to have and appoint sub-processors;
 - d) where required pursuant to the Data Protection Legislation, not process or transfer the Data outside of the European Economic Area (or permit the Data to be so processed or transferred) unless we have obtained your prior written consent and these Terms shall be deemed to be general written consent by you (to the extent you act as data controller) to us transferring the Data to the Recipient and the place where the Recipient will collect the money and the act of the Sender (or any other person whose Data forms part of the Transaction information) in submitting their Data for the purposes of the Transaction shall be an act of consent to the transfer of such Data to the Recipient and to such other entities, wherever they are based, as are necessary to facilitate the Transaction;
 - e) following the end of the provision of the Services and on your request, permanently delete all Data (including copies) in our possession or control, save where we are required to retain such Data by applicable law;
 - f) subject to you and/or your representatives signing suitable undertakings of confidentiality, allow you and/or your representatives, on providing reasonable notice to us to conduct audits (including inspections) during normal business hours of all data processing facilities, procedures, documentation and other matters required to demonstrate compliance with the Data Protection Legislation and this clause 10. Without prejudice to the foregoing, we shall contribute to such audits in a reasonable manner, and provide all information reasonably necessary to demonstrate compliance with the Data Protection Legislation and this clause 10.
- 9.7. Your personal information is processed under applicable law and controlled by Small World Financial Services Spain SAU during our relationship with you.
- 9.8. We will hold and use Data in accordance with our Privacy Policy which is available at www.smallworldfs.com

to <http://ec.europa.eu/consumers/odr/> online transactions:

10.1 MONEY TRANSFER AND THE PAYMENT SERVICES REGULATIONS

Royal Decree Law 19/2018 of November 23 on payment services and other urgent financial measures ("the Regulations") and Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC govern the transfer of money to recipients within the European Economic Area (being all members states of the European Union, together with Norway, Iceland and Liechtenstein), where the transfer of funds is carried out in Euros, Sterling or the currency of another EEA state which has not adopted the Euro as its currency. The Regulations set down some rules applicable where we are requested to send on funds after the completion of a Transaction. We can provide you with further details of these rules should you require them.

11. ADDITIONAL INFORMATION RELATING TO A MONEY TRANSFER

The information we are obliged to provide to you is set out at clauses 1 and 2 of these Terms.

If you ask us to provide you with any information or materials which we are not required to provide under the Regulations, we may ask you to pay us a fee to cover our costs of providing them to you. If you do ask us to do this, then we will advise you of any fee that may apply.

12. COMPLAINTS

We value all our clients and assume our obligations seriously. We have implemented internal procedures to investigate any claim that may be filed against us with respect to any money transfer. In accordance with the claims procedure, any claim that may arise in relation to a Money Transfer, must be made or confirmed to us in writing The Customer Service Center, located in the La Finca Business Park, Paseo del Club Deportivo No. 1, Building 13, Ground Floor, 28223-Pozuelo de Alarcón (Madrid), telephone: 91 758 17 70, or by email: atencioncliente@smallworldfs.com, as well as in any of our offices. We will investigate your concerns and respond to all your inquiries, complaints and /or complaints as soon as possible and no later than fifteen business days after receipt of your claim. In exceptional situations, if we cannot offer you a response within fifteen working days for reasons beyond our control, we will send you a provisional response, in which we will clearly indicate the reasons for the delay and where we will specify the period in which you will receive a definitive answer, which shall not exceed thirty-five business days. If you are still not satisfied after our response to your claim, you will have the right to remit your claim regarding the Transfer of money to the Department of Market Conduct and Claims of the Bank of Spain, located at c/ Alcalá 48 28014 Madrid, in accordance with the RD 303/2204 and Order ECO / 734/2004, of March 11, as well as with the regulation regulating the transparency of the operations with the clientele constituted by Law 9/999, Ministerial Orders of 12/12/1989 and of 11/16/2000 and Circulars of the Bank of Spain 8/1990 and 6/2001.

Alternatively, you may use **Online Dispute Resolution ("ODR")** which offers you an out-of-court dispute resolution process for disputes relating

13. NOTICES IN WRITING

13.1 Where any notice is required under these Terms to be given in writing, it must be written in the English language and:

- (a) Where it is to be given by you, it must be sent by email to customerservice.uk@smallworldfs.com or by post to Private Client Services at LCC Trans-Sending Limited, Parliament House, 12 Salamanca Place, London SE1 7HB.
- (b) Where it is to be given by us, it must be sent by email to the last email address which we hold for you or by post to the last postal address we hold for you, or to such other email or postal address in the United Kingdom which you tell us to use by notifying us in advance in writing in accordance with the provisions of clause 14.1(a).
- (c) Any notice sent by email will be treated by you and us as being received on the first Business Day coming after the day on which it was sent and any notice sent by post will be treated by you and us as being received on the second Business Day coming after the day on which it was posted.
- (d) You must notify us of any change to your address.

1. INTELLECTUAL PROPERTY RIGHTS

15.1. The Site and the Small World Online Service, the content, 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 us, our affiliates, or third parties. All rights, title and interest in them shall remain our property and/or the property of such other third parties.

15.2. The Site and the Small World Online Service may be used only for the purposes permitted by these Terms or described on the Site. 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 Site, the Small World Online Service or any portion thereof for any public or commercial use without our express written permission.

15.3. You may not: (a) use any robot, spider, scraper or other automated device to access our Site or the Small World Online Service; and/or (b) remove, copy, extract from or alter any content, copyright, trademark or other proprietary notice or legend displayed on the Site.

15.4. Other product, service and company names appearing on the Site may be trademarks of third parties.

1. CHANGE OF TERMS

We may amend these Terms from time to time. If we make any change to these Terms, we will publish the revised version on these Terms on the Site: www.smallworldfs.com informing of the date from which any change is to take effect. This will be no earlier than two months from the publication of the amended version of the terms and conditions. By continuing to use the Services after any change has become effective, you agree to be bound by the revised terms and conditions of the Terms as of the effective date of such changes.

2. GOVERNING LAW

Our agreement with you is governed by Spanish law. Save as otherwise set out in these Terms we both agree that any dispute, claim or other matter relating to the Service will be dealt with by the Courts corresponding to your the domicile " (according to article 90.2 of Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Law for the Defense of Consumers and Users and other complementary laws).

Small World Financial Services Spain SAU is a company registered and licensed under the laws of Spain and licensed under the laws of Spain, engaged in the business of funds remittance with its Head Office located at: Paseo del Club Deportivo1, Edificio 13, Planta Baja, 28223 Pozuelo de Alarcon, Madrid, Spain.

Email: customerservice.uk@smallworldfs.com
www.smallworldfs.com
Tel: +44 (0) 20 7378 1100
Fax: +44 (0) 20 7407 1101

Small World Financial Services Spain SAU is authorized by the Bank of Spain with registration number 6824 for the provision of payment services.

18. SAFEGUARDING OBLIGATIONS

In accordance with article 21 of Royal Decree Law 19/2018 of November 23 on payment services and other urgent financial measures, we protect in a separate account (safeguard account) the funds received from users of payment services or received through another payment service provider for the execution of payment transactions. The funds will be protected and the users of payment services, in case of bankruptcy of the payment entity, shall enjoy an absolute right of separation, with respect to possible claims of other creditors of the payment entity.