



small world

Money Transfer



LCC Terms and Conditions

October 2020

www.smallworldfs.com

CUSTOMER TERMS AND CONDITIONS

Overview - Our agreement with you

LCC TRANS-SENDING LTD (“**LCC**”) is a company incorporated under the laws of England and Wales, registered at Companies House with company number 04363859, authorized and regulated as an Authorised Payment Institution by the Financial Conduct Authority in the United Kingdom (FRN. 504482) with head office at 209 -215 Blackfriars Road, London SE1 8NL.

LCC trades under the name “**Small World**” and is a member of the Small World Group (hereinafter “**we**”, “**our**” or “**us**”). Small World offers payments related services including money transfers internationally together with ancillary services.

209-215 Blackfriars Road, London SE1 8NL They explain your responsibilities to us and our responsibilities to you, including (i) how our agreement with you can be terminated prior to completion of a Payment Transaction, (ii) under what circumstances a Payment Order may be cancelled and (iii) the extent of our liability to you. These Terms set out your legal rights and obligations when using the Service. We recommend that you read these carefully. By accessing and using the Service, you agree to be bound by the terms of this Agreement.

You may request Small World to provide you with these Terms in paper or another durable medium

Acceptance as customer

Our obligations to you under these Terms are conditional upon our acceptance of you as a customer, which is at our sole discretion. We reserve the right to decline you as a customer in certain circumstances. For instance, we can refuse you as a customer where you fail to promptly supply us with all information and documentation which we may ask for at any time to enable us to comply with any legal requirements, including as required by anti-money laundering and anti-terrorist financing regulation.

Changes to Terms

We may amend these Terms 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. Each Payment Transaction which we perform for you is a separate contract which incorporates these Terms and Conditions.

DEFINITIONS

In these Terms, the following words shall have the following meanings:

“**Bank Card**” means a Visa or MasterCard credit card or debit card issued by a bank or building society in the UK;

“**Business Day**” means a day upon which banks are generally open for business in the UK 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 sender will be required to provide in order to authorise us or our agents to make payment to the Recipient. This number will be 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 all instructions submitted by you to us requesting the execution of a Payment Transaction;

"Payment Transaction" means the transfer of money to a Recipient;

"Recipient" means the individual designated by you as the receiver of the Payment Transaction, who is a natural person and acceptable to us, and who receives the money transfer via a designated paying agent;

"Service" means the Small World Money Transfer Service made available by us including the Small World Online Service available on the Site;

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

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. OUR OBLIGATIONS

1.1 AGENTS

We will be responsible to you for all Payment Transactions that are initiated by you via any of our authorised agents. All our authorised agents are listed on the FCA Register under the name of LCC Trans-Sending Limited.

1.2 PROVISION OF INFORMATION

Payment Orders

Before agreeing to undertake a Payment Transaction, we will provide you with a draft payment order that will become an effective Payment Order once you sign it. 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 the Recipient 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 Payment 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 Payment Transaction to be completed i.e. when funds will be available to the Recipient. This will depend upon the destination country and also any legal and regulatory formalities. We will only consider Business Days when calculating this period;

- 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 whose 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 and refund procedures and any charges for cancelling or amending a Payment Transaction (please see Clause 2 below for more information).

1.3 PROVISION OF INFORMATION

Completion of Payment Transactions

- a) 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 the 20:00 After that time, any payment order received will be considered received the next business day.
- b) Upon completion of a Payment Transaction we will provide you with the following information in writing:
 - i. a transaction reference number that is unique to your Payment Transaction;
 - ii. confirmation of the exact amount we have sent for you;
 - iii. the charges or fees that you have paid to us for the Service, together with a breakdown where applicable;
 - iv. the exchange rate that has been applied to your Payment Transaction
 - v. the amount of the Payment Transaction in the currency used for the Payment Order;
 - vi. the amount of the Payment Transaction in the currency in which the Recipient will receive the money;
 - vii. the date on which we received the Payment Order from the sender;
 - viii. information on where the Recipient can collect the money or confirmation of the bank to which the money has been sent;
 - ix. when the money will be available for the Recipient and whether this timescale is definite or the best estimate that we can make;
 - x. in the case of cash collections, what the Recipient has to do in order to collect the money;
 - xi. the procedure to follow if you have a need to query the Payment Transaction (we will advise you how long it will take us to provide an answer or an update).

2. YOUR OBLIGATIONS

- 2.1 You must be at least eighteen (18) years old.

- 2.2 You agree to pay our charges for each Payment Transaction. Before we can perform our Service, 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 time to time to enable us to comply with our legal and regulatory obligations, including as required by the Money Laundering Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (MLR2017).
- 2.3 You must provide at least the following information in order for a Payment Transaction to be executed:
- a) sender's full name, address, date of birth, phone number, nationality, occupation, Identification (Passport, UK Driving License or EEA ID).
 - b) Recipient's full name, phone number, account number, bank name.
 - c) We may request further information if necessary. Information requirements will be determined by the payment thresholds on a case by case basis
 - d) You should bring your original Photographic identification documents to show to the operator in Small World branches. This is mandatory for all Payment Orders to be made in cash, regardless of the amount.
- 2.4 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 receipt 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 illegal or prohibited purpose.
 - d) You will not initiate a Payment Transaction under the Service in breach of these Terms or any other restriction or requirement of use.
 - 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.
- 2.5 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 5 years since your last Payment Transaction.
- 2.6 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.
- 2.7 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.

2.8 Small World Online Service

- a) You must register with us in order to use the Small World Online Service. Registration and use of the Small World Online Services is subject to these Terms.
- b) 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.

- c) You will be required to provide at least the following information in order for a Payment Transaction to be executed using the Small World Online Service:
 - i. sender's full name, address, date of birth, phone number, nationality, occupation, and Identification (Passport, UK Driving License or EEA ID) when requested by us. An online Payment Transaction can only be performed via sender's wire transfer or sender's debit card, or credit card.
 - ii. Recipient's full name, phone number, account number, bank name.

3. CANCELLATION AND REFUNDS

- 3.1 You may cancel a Payment Order at any time up until it is executed. Once executed, you cannot cancel or amend a Payment Order. You may exercise this right to cancel in the following ways:
 - a) By telephoning us on 0800 019 5030 from within the UK or 00 44 20 7407 1800 outside the UK;
 - b) Writing to us at 209 -215 Blackfriars Road, London SE1 8NL;
 - c) Sending us a fax to (+44) 020 7407 1101;
 - d) 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 we will not reimburse you if we have paid the money transfer to the Recipient before we receive your notice of cancellation;
- 3.3 Where you cancel a Payment Order or where we cannot complete a Payment Transaction for any reason, we will arrange for a full refund.
- 3.4 The refund may take three to five (3 to 5) Business Days to process. ***Please note that refunds may take longer to process where internal Compliance checks are required and/or Compliance related queries need to be addressed***
- 3.5 In instances where (i) the Recipient does not collect the money transferred under a Payment Transaction within three (3) months; or (ii) you make a deposit in our account and fail to identify or proceed with a Payment Transaction within thirty (30) Business Days, we will refund the amount of the Payment Transaction 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 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 send us a refund form (a copy of which can be found at www.swfs.com). The refund form requires the same information as is required for a Payment Order. You will be required to provide: (i) copies of an acceptable form of identity documentation such as a valid, current passport, (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 or information is provided.

- 3.8 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.
- 3.9 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.

4. EXECUTION OF PAYMENT TRANSACTIONS

- 4.1 Your relationship is with LCC Trans-Sending Limited.
- 4.2 We will execute all Payment Orders as soon as practicable after they have been submitted on Business Days. Where Payment Orders are incomplete, we will execute as soon as practicable after we have received full instructions. You should be aware that it can take more than five (5) Business Days for the funds to clear, depending on local banking arrangements.
- 4.3 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
- 4.4 If we proceed to execute a Payment Order based on incorrect details received by us from you then we will not be liable for any losses incurred, although we will attempt to assist in the recovery of the payment amount and we reserve the right to charge you a fee to cover our reasonable costs for doing this
- 4.5 We may, in our sole discretion, refuse to proceed with a Payment Transaction. Examples of when we may refuse to proceed with a Payment Transaction include:
 - a) Where the intended Recipient is anyone other than a natural person.
 - b) Where we are required to do so under applicable anti-money laundering or terrorist financing legislation and /or where we know or suspect the Payment Transaction may be unlawful (including for instances of fraud).
 - c) We believe that you don't have enough information to satisfy any regulatory or governmental requirement.
 - d) You have failed to provide us with sufficient, satisfactory and reliable evidence of your identity or any other information we require in relation to a Payment Transaction.
 - e) Where we know or suspect that the Payment Order requested by you contains errors or is not authorised by you.
 - f) Receipt of a Payment Order by us in circumstances where there is insufficient time for us to ensure the execution of the requested Payment Transaction by the requested time.
 - g) You have failed to provide us the amount of the funds which we tell you are required for the Payment Transaction to proceed in cleared funds immediately available to us
 - h) Your Card Issuer does not authorise the use of your bank for payment of the Payment Transaction and our related charges

- i) You are in breach of an obligation under these Terms including an obligation to pay our fees.

We will 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/r regulation prohibits us such notification.

- 4.6 We reserve the right not to accept or allow payments from or to, either directly or indirectly, certain countries which we have determined, acting in our sole discretion, are high risk to our business or involve a higher level of complexity for us in carrying out our anti-money laundering or anti-terrorist financing legislation transaction monitoring process.
- 4.7 We further reserve the right to request additional information from you, including information on the Recipient, where payments are to be made to certain countries acting in our sole discretion.
- 4.8 If we refuse to proceed with the execution of a Payment Order in accordance with these Terms we will prior to the end of the Business Day following receipt of the Payment Order tell you and where it is possible and lawful for us to do this we will tell you the reasons for this and how to rectify the situation in the case of incorrect information you have provided to us or failed to provide to us.
- 4.9 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
- 4.10 We will refund you with the full amount of any non- executed or defective Payment Transaction (including our charges in relation to such Payment Transaction), including any interest and/or late payment fees;
- 4.11 Any claim for compensation made by you/or a Recipient (who is not registered with us) must be supported by any available relevant documentation.
- 4.12 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.
- 4.13 We reserve the right, at our sole discretion, to: (i) refuse to process a Payment Transaction; (ii) limit the amount of a Payment Transaction; (iii) require additional information to complete a Payment Transaction; and/or (iv) take reasonable measures with respect to a Payment Transaction where in our opinion this is necessary.

5. PAYMENT BY CREDIT OR DEBIT CARD

- 5.1 You must authorise your card issuer to transfer funds required to be received by us for the Payment Transaction so that: (i) funds so required for the Payment Transaction to proceed are charged to the account linked to your card; and (ii) we receive an authorisation from the third-party merchant acquiring provider and subsequently receive the transfer funds required to be received by us.
- 5.2 You are responsible for ensuring that your designated payment method has sufficient funds or credit available to ensure that the funds required for the Payment Transaction to proceed are received by us and received by us on time.
- 5.3 You acknowledge and agree that all Payment Transactions authorised by you are subject to all applicable UK and foreign laws and regulation.
- 5.4 Your card issuer and/or your bank or credit institution will also have terms and conditions that apply to your use of your card or bank account and you must refer to such agreement(s) when making the funds required for the Payment Transaction to

proceed available to us as such terms and conditions which may include the application of fees and charges and other terms and conditions imposed by your card issuer and/or your bank or credit institution.

5.5 Please note that Payment Transactions may take up to eight (8) days where placed using credit or debit cards.

6. TERMINATION

We may terminate these Terms and/or suspend Our Service immediately:

- 6.1** where you do not provide us with all the details we require to perform a Payment Transaction for you;
- 6.2** where it becomes unlawful for us to continue to provide you with Our Services or we are required to do so by law, by any court of competent jurisdiction or by any governmental or regulatory body which authorises us to perform Our Service;
- 6.3** following a material breach by you of any of these Terms and Conditions or in the event that we discover or have reasonable cause to suspect any crime, fraud, fraudulent activity or money laundering by you;
- 6.4** in the event that you die, become of unsound mind, become unable to pay your debts as and when they fall due, a petition in bankruptcy is presented against you, you are declared bankrupt, you become insolvent, you enter into an individual voluntary arrangement or go into liquidation or are subjected to any similar event;
- 6.5** as provided for in clause 18 (Changes Beyond our Control).
- 6.6** The provisions of this clause 6 (Termination) and clauses 18 (Changes beyond our Control), 21 (Personal Data Protection), 27 (Applicable Law and Jurisdiction), 22 (Limitation of Liability) 28 (Third Party Rights) and 33 (Entire Agreement) shall survive the termination or expiry of these Terms for any reason.

7. PAYOUTS

7.1 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:

- a) Original and valid Photographic identification (such as a Passport, UK Driving License or a valid Identity card).
- b) The exact amount of the principal amount of the Payment Order.
- c) The MTN relating to the Payment Order.

7.2 Payment by cheque will not be accepted.

7.3 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.

7.4 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.

8. LIMITATION OF LIABILITY

We have no liability and do not accept any responsibility to you for:

- 8.1** any goods or services which you pay for by using the Service;
- 8.2** 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;

- 8.3 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);
- 8.4 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;
- 8.5 viruses caused by third parties;
- 8.6 the services provided to you by your Card Issuer;
- 8.7 any opportunity to make a purchase which is lost or compromised by any delay or failure of any Payment Transaction regardless of the reason for such delay or failure;
- 8.8 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 Payment Transaction under the Service by reason of any of the matters referred to in clause 2.1.
- 8.9 Neither we nor any of our agents shall be liable whether in contract, tort or otherwise for damages, losses or claims for delays, non payment 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).
- 8.10 Nothing in this clause exclude or limit liability on our part for death or personal injury resulting from our negligence or (b) exclude liability for our fraud.
- 8.11 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 ay indirect, special, incidental or consequential damages (whether caused by negligence or otherwise).
- 8.12 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.

9. TRANSFER OF RIGHTS

- 9.1 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.
- 9.2 You may not transfer your rights and/or responsibilities under your agreement with us without our prior written consent.

10. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the agreement between us and accordingly nothing in it shall be directly or indirectly enforceable by any third party.

11. 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 Payment Transaction and request a refund.

12. CONFIDENTIALITY

- 12.1 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
- 12.2 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.
- 12.3 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.

13. DATA PROTECTION AND PRIVACY POLICY

- 13.1 In this clause 10, "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 UK Data Protection Act 2018, 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.
- 13.2 You and we agree to comply at all times with all applicable requirements under the Data Protection Legislation.
- 13.3 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 10.4 to 10.7 shall apply. In the event that we are deemed to be a data controller clauses 10.4 to 10.7 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.
- 13.4 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).
- 13.5 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
- 13.6 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 Payment Transaction information) in submitting their Data for the purposes of the Payment 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 Payment 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.

13.7 Your personal information is processed under applicable law and controlled by LCC Trans- Sending Limited during our relationship with you.

13.8 We will hold and use Data in accordance with our Privacy Policy which is available at www.smallworldfs.com.

13.9 Customer Certificates are issued up to 10 working days after the client goes through our Security Check.

14. MONEY TRANSFER AND THE PAYMENT SERVICES REGULATIONS

The Payment Services Regulations 2017 (“the Regulations”) and the 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.

15. ADDITIONAL INFORMATION RELATING TO A MONEY TRANSFER

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

15.2 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.

- 15.3** Where requested, customer certificates may take up to five (5) Business Days to process.

16. COMPLAINTS

- 16.1** We value all our customers and take our obligations seriously. We have established internal procedures for investigating any complaint that may be made against us in relation to any Payment Transaction. In accordance with our complaints procedure, any complaint you may make relating to any Payment Transaction must be made or confirmed to us in writing to Head of Client Services at LCC Trans-Sending Ltd, 209 - 215 Blackfriars Road, London SE1 8NL, or by electronic message to customerservice.uk@smallworldfs.com, in each case enclosing a copy of the receipt you were given when placing the Payment Order. Customerservice.uk@smallworldfs.com is our official correspondence address. We shall investigate your concerns and respond to you promptly and at the latest within 15 Business Days of receipt of the complaint. In exceptional situations, if the answer cannot be given within 15 Business Days for reasons beyond our control we will send a holding reply, clearly indicating the reasons for a delay in answering to the complaint and specifying the deadline by which you will receive the final reply. In any event, the deadline for receiving the final reply shall not exceed 35 Business Days. ***Where a case has been temporarily closed, once it is re-opened, the same timeframes will once again apply.*** If you are still dissatisfied following our response to any complaint, you may have a right to refer your complaint concerning the money transfer to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. If you would like further details of our complaints policy relating to Payment Transactions please contact our Head of Client Services.
- 16.2** In order for your complaint to be processed efficiently and in accordance with the procedures set out above, it must be sent to and received by our Head of Client Services (in accordance with the provisions set out above in this section 13) within 180 days of the date on which the Payment Order was placed.
- 16.3** Alternatively, you may use Online Dispute Resolution (“ODR”) which offers you an out-of-court dispute resolution process for disputes relating to online transactions: <http://ec.europa.eu/consumers/odr/>.

17. NOTICES IN WRITING

- 17.1** Where any notice is required under these Terms to be given in writing, it must be written in the English language and:
- 17.2** 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, 209 -215 Blackfriars Road, London SE1 8NL
- 17.3** 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 17.
- 17.4** 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.
- 17.5** You must notify us of any change to your address.

18. INTELLECTUAL PROPERTY RIGHTS

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 Other product, service and company names appearing on the Site may be trademarks of third parties.

19. 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.

20. GOVERNING LAW

Our agreement with you is governed by English 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 English courts only.

LCC Trans-Sending Limited is a company incorporated and licensed under the laws of the United Kingdom, engaged in the business of funds remittance with its Head Office located at: 209 -215 Blackfriars Road, London SE1 8NL.

Email: customerservice.uk@smallworldfs.com www.smallworldfs.com

Tel: +44 (0) 20 7378 1100

Fax: +44 (0) 20 7407 1101

The company is established in the UK with company number 04363859 and is a money service business registered with HM Revenue and Customs No. 12113760.

LCC Trans-Sending Ltd is authorised by the FCA (Financial Conduct Authority) under the Payment Services Regulations 2009, registration number 504482 for governing the provision of payment services.

In the event of a conflict between the English version of these Terms and any translated version of these Terms, the English version of these Terms will take precedence.

21. SAFEGUARDING OBLIGATIONS

In compliance with article 23 of the Payment Services Regulations 2017, we protect all customer funds paid to us by customers entering into a payment service contract. We have

adopted the "insurance method" and safeguard your funds from the moment we receive the funds. Customers placing a foreign exchange transaction without an associated payment service are not covered by this protection.