



LCC TERMS & CONDITIONS

July 2017

TERMS AND CONDITIONS

As used in our Terms and Conditions, the following terms:

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

"Recipient" means the person identified as the beneficiary of a services payment (whether that services payment 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;

"Authorised person" is the person who is formally and properly empowered to perform on behalf of the sender.

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

"We", "our" or "us" means LCC Trans-Sending, Ltd., which is a company incorporated under the laws of England and Wales and whose registered office is at Parliament House, 12 Salamanca Place, London SE1 7HB, London, a member of the Small World Group.

"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;

"UTN" 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; and

"You" or "your" means any person who uses the Site or the Service, whether as a sender or as a recipient.

"Business Day" means official working hours excluding weekends and public holidays.

"Value Date" means the date on which a transaction actually takes place.

"Payment order" means the instruction to transfer funds sent via paper and/or electronic means.

"Bank card" refers to a Visa or MasterCard credit card or debit card issued by a bank or building society in UK.

"Card Issuer" refers to the issuer and/or owner of a bank card.

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

"Small World Online Site" or **"site"** refers to the website operated by us to provide online money transmission services and related information facilities.

All references in Our 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 Our 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 contract or payment order which, together with these Terms, will set out the information which we are obliged to provide to you

- a) The maximum total fee that the Sender will be charged by us, together with a breakdown where applicable. If we believe that 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 person 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 person to whom you are sending the money.
- e) Information on cancellation procedures and any charges for cancelling or amending a transaction
- f) In relation to any Money Transfer that we have agreed to perform for you, if we are in receipt of your onward payment instructions by the Value Date and time we specify, as soon as practicable after the Value Date (or, if the Value Date is not a Business Day, as soon as practicable after the first Business Day following the Value Date); or (b) if we are not in receipt of your onward payment instructions by the Value Date and time we specify, as soon as practicable after we have received your onward payment instructions, but you should be aware that it can take more than 5 (five) Business Days for the funds to clear, depending on local banking arrangements.

1.2. Upon completion of a transaction we will provide you with the following in writing:

- a) A transaction reference number that is unique to your payment.
- b) Confirmation of the exact amount we are sending for you.
- c) The charges or fees that you have paid to us for this service, together with breakdown where applicable.
- d) The amount of the Transaction in the currency used in the payment order.
- e) The amount of the Transaction in the currency in which the Recipient will receive the money.
- f) The date on which we received the payment order from the Sender.
- g) The exchange rate that has been applied to your transaction
- h) Information on where the person to whom you are sending the money can collect it or confirmation of the bank to which the money has been sent.
- i) When the money will be available for the person to whom you are sending it and whether this timescale is definite or the best estimate that we can make.
- j) In the case of cash collections, what the beneficiary has to do in order to collect the money.

- k) The procedure to follow if you have a need to query this transaction. We will advise you how long it will take us to provide an answer or an update.
- 1.3. **Our** agreement with you is that we will take reasonable care to provide the Service. As such, we agree to provide you with the money transfer services and the related information facilities made available from time to time by us.
- 1.4. **We do not accept any responsibility to you for:**
- the goods or services which you pay for by using the Service;
 - 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;
 - Errors in our Site or with our Online Service caused by incomplete or incorrect information provided to us by you or a third party, or for any unauthorized use of your password or account e-mail (the one you are fully responsible to keep it confidential).
 - 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;
 - viruses caused by third parties;
 - the services provided to you by your card issuer
- 1.5. **We have no obligation to you to initiate or perform a money transfer or other transaction as part of the Service if:**
- We may 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 our online Service for any illegal purposes.
 - we are unable to obtain satisfactory evidence of your identity;
 - we understand that you don't have enough information to follow the regulatory or governmental authority.
 - we have reason to believe that the transaction message is incorrect, unauthorised or forged;
 - you provide us with incorrect or incomplete information or if your send order is not given to us sufficiently in advance to allow for timely provision of the requested transaction.
 - Your card issuer does not authorise you the use of your bank for payment of the transaction and our related charges;
- 1.6. We undertake that if the Service is interrupted (whether by us, any third party service provider or otherwise) for any reason 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, even if caused by our negligence, except where any such interruption is caused by our fraud.
- 1.7. Applicable law prohibits money transfers from doing business with certain individuals and countries **(North Korea and Iran)**
- We are required to screen all transactions against list 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 LCC researches the transaction to determine if the name matched is the individual on the relevant list. On occasion, customers and beneficiaries are required to provide additional identification and other information delaying transactions. This is a legal requirement for all transactions proceed by LCC, including transfers that originate and terminate outside of the US.
- 1.8. We may request further information if necessary.
- 1.9. Once your Transfer has been accepted by us and the money has been collected from your credit card or debit card, the Recipient can collect the money at any location in the Recipient Country within minutes (during opening hours) in cash, in the currency of the destination country (in some countries payment is available only in an alternatively currency). Also, is possible to be sent to a bank account.
- 1.10. We may report suspicious activities to the respective law enforcement organizations or other government agencies if we are required to do so by law.
- 1.11. We do not contact the Recipient once the money is ready to be collected.
- ## 2. MONEY TRANSFERS - YOUR OBLIGATIONS
- 2.1. As a sender you must be 18 years or older in order to exercise our service.
- 2.2. You will be required to register with us in order to use Small World Online Service. Registration is subject to these T&C.
- 2.3. You will choose a password & account 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 by calling at Tel: +44(0) 207378 1100 of any unauthorized use of your password account e-mail login 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 obligation under this clause. You may have right against your card issuer to have sums refunded or recredited to you if fraudulent use is made of your bank card.
- 2.4. You agree to pay our charges for each money transfer or other transaction which you initiate or request under the Service. 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 procedures.
- 2.5. 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 Third European Directive 2007.
- 2.6. You may authorise another living individual 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, including any in your request and your nominated account details. You must always provide us with instructions, and make sure any authorised person provides us with instructions, in the English language.

- 2.8. The information the you need to provide in order for the transaction to be executed:
- Sender's full name, address, date of birth, phone number, nationality, occupation, Identification (Passport, UK Driving License or EEA ID) for transactions that reached the limits specified by the company.
 - Beneficiary's full name, phone number, account number, bank name.
 - We may request further information if necessary.
- 2.9. The information you need to provide in order for the transaction to be executed using our Online Service:
- Sender's full name, address, date of birth, phone number, nationality, occupation, and Identification (Passport, UK Driving License or EEA ID) when requested by the company. The transactions online can only be performed via Sender's Wire Transfer or Sender's debit card, or credit card.
 - Beneficiary's full name, phone number, account number, bank name.
- 2.10. You acknowledge and agree that:
- when you register with us or submit a send order, you will provide us with true, accurate, current and complete information and sign the receipt to confirm it;
 - you will maintain and promptly update such information to keep it true, accurate, current and complete;
 - you will not use the Service for or in connection with any prohibited purpose;
 - you will not initiate a money transfer or other transaction under the Service in breach of these Terms and Conditions or any other restriction or requirement of use described on the Site; and
 - You are responsible for the security of your password and e-mail account login in accordance with clause 1.11.
 - 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
- 2.11. 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 up to 5 years since your last transaction.
- 2.12. All currency converted under the Service is converted at our rate of exchange.

3. CANCELLATION AND REFUNDS

- 3.1. You have the right to cancel orders up to the time at which payment has been made to the recipient. You may exercise this right by:
- telephoning us on (+44) 0800 019 5030 or outside the UK: 00 44 20 7407 1800
 - writing to us at Parliament House, 12 Salamanca Place, London SE1 7HB
 - sending us a fax to (+44) 020 7407 1101; or
 - e-mailing us at info@smallworldfs.com

We will accept any notice which indicates, in whatever form of words that you wish to cancel your agreement with us.

- 3.2. If you exercise your right to cancel under clause 3.1 after you have sent a money transfer 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.
- We may make a cancellation charge if the reason for the return of the money is not caused by our part, only the net value of the transfer will be reimbursed. We will keep the commission previously charged. Reimbursed cannot exceed 10% of the total value of the payment including commission. If we cannot complete the transfer for any reason, we will immediately contact you in order to make the reimbursement.

- 3.3. Your right of cancellation under laws relating to contracts is in addition to your right as sender upon request to us (by using any of the methods described in clause 3.1 above) to receive a refund of the principal amount of a money transfer (at our exchange rate applicable at the time the refund is made) if payment is not made to the recipient within 45 days. The refund may take 3 to 5 days to be credit to your account.

- 3.4. If the beneficiary does not collect their transfer within 13 months, then all rights of cancellation or refund of the money transfer or commission will be waived.

- 3.5. If you made a deposit in our account (Barclays PLC or RBS) and failed to identify or proceeded the transaction in our Call Centre within 30 days, then all rights of cancellation or refund of the money transfer or commission will be waived.

- 3.6. We are not responsible and we will not refund you for payments done incorrectly by our corresponding payer should you provide the company with one or more wrong payment information.

4. PAYOUTS

- 4.1. Upon making a send order through the Service we will issue you with a UTN. In order for us to authorise payment to a recipient, the recipient must provide us or our payout agent with the following:

- Original and valid Photographic identification (such as a Passport, UK driving License or a valid Identity card);
- The exact amount of the principal amount of the send order; and
- The UTN relating to the send order.

- 4.2. Payment in cheques are not acceptable

5. 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 1.5.

- 5.2. We will refund to you or restore the debited payment account, without delay, the amount of the non-executed or defective payment transaction as a result of any breach of our agreement with you or other wrongdoing. The credit value date for your payment account shall be no later than the date on which the amount was debited.

5.3. In case of 5.2., 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 the payment transaction

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 Receiver who is not registered with us, you agree to accept the provision of this clause 5 not only for yourself, but also on behalf of the Receiver.

5.5. In the case of simple negligence, we or any of our agents shall not be liable for damages for delays, nonpayment or underpayment of this money transfer, or non-delivery of any supplemental message, whether caused by negligence on the part of our employees or agents or otherwise, beyond the sum equivalent to the principal amount of the money transfer (in addition to refunding the principal amount of the money transfer and the transfer fee). We do not, in any event, accept responsibility for any failure to perform your instructions as a result of circumstances which could reasonably be considered to be outside our control.

5.6. 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. To the extent permissible by law, LCC or its agents will not be liable for any indirect, special, incidental or consequential damages.

5.7. We are not liable to you for any loss or damage which you may incur:

- i. as a result of any breach by you of any of the provisions set out in clauses of these Terms and Conditions
- ii. legal requirements on us, including for Money Laundering,

5.8. Your relationship is with LCC Trans-Sending Ltd. only. You agree that no affiliate or agent of LCC Trans-Sending owes you any duty of care when performing a task which would otherwise have to be performed by LCC Trans-Sending under its agreement with you.

5.9. We are not liable under the Contract to any person except you and are not liable for any loss or damage whatsoever caused to any person other than you.

6. 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. 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.

8. 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 reasonable control, including (without limitation) any industrial action, labour dispute, act of God, fire, flood or storm, war, riot, civil commotion, siege, security alert, act of terrorism or any resulting precautionary measures taken, act of vandalism, sabotage, virus, malicious damage, compliance with any statute, statutory provision, law, governmental or court order, the actions or instructions of the police or of any governmental or regulatory body which authorizes us to perform Our Services, cut or failure of power, failure of equipment, systems or software or internet interconnectivity or the occurrence of any extraordinary fluctuation in any financial market that may materially adversely affect our ability to perform the Trade or your ability to fund the Trade. If any of these circumstances occur then the Contract shall be suspended for the period during which they continue or, at our discretion and in order to protect both you and us, we may terminate the Contract.

9. CONFIDENTIALITY

9.1. 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.

9.2. 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.

9.3. 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.

10. DATA PROTECTION AND PRIVACY POLICY

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

10.2. This information is used to provide you with the services you have asked for and for activities such as administration, customer service, anti-money laundering, compliance and legal duties, validate your details, to help us understand our consumers by doing analysis and research of the information we hold, to help prevent and detect fraud, debt and theft, to help us improve our products, services and operations.

10.3. We may provide the information we hold to parties located outside the United Kingdom, for the purposes set out in this statement. We may also provide the information to other organisations, including those that help us run our business, if there is a reasonable need to do so, to carry out or aide the money transfer.

10.4. LCC may disclose your personal information, including without limitation your name, customer ID number, address, transaction patterns and bank

account information, (i) if we are required to do so by domestic or foreign law or legal process or (ii) to law enforcement authorities or other government officials for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity, and the recipients may further disclose the information for these and other related purposes

- 10.5. We will hold and retain the information that you give us the Receiver of our services in order to execute the transaction. Prior to providing this information you are obliged to notify and secure authorisation from the other person on our use of this information as set out in this section. The provision of this information is needed to execute the transaction and provide these services to you. Without it, LCC is unable to provide the money transfer, facilitate convenience activities or other requested services.
- 10.6. LCC restricts access to non-public personal information about you to those employees and agents who need to know that information to provide products or services to you. We also maintain physical, electronic and procedural safeguards that comply with your right to guard your non-public personal information.
- 10.7. You have a right to ask us to see and get a copy of your information, correct, erase or limit our use of the information which is incomplete, inaccurate or out-of-date. If you wish to exercise these rights or no longer wish to receive commercial communications from LCC, please contact us by phone at 0800 019 5030 or from outside the UK 00 44 20 7407 1800.
- 10.8. By providing us a telephone number (including a mobile telephone number), email address and postal address, you consent to receive emails, calls, voice-mails, direct mail and text messages from us about your use of our service through those mediums, which we may do in our sole discretion. Message and data rates may apply. If you not agree to receive text messages, emails, voice-mail direct mail or calls, please send email to info@smallworldfs.com, giving your name, Customer Identification and ask to STOP. Please indicate which medium you wish to stop receiving communications through. You also can contact us by phone at 0800 019 5030 or from outside the UK 00 44 20 7407 1800.
- 10.9. Further information on our Privacy Policy is available at www.smallworldfs.com

11. MONEY TRANSFER AND THE PAYMENT SERVICES REGULATIONS

The Payment Services Regulations 2009 (SI 2009/209) ("the Regulations") 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.

12. 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.

13. COMPLAINTS

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 Money Transfer. In accordance with our complaints procedure, any complaint you may make relating to any Money Transfer must be made or confirmed to us in writing to Head of Client Services at LCC Trans-Sending Ltd, Parliament House, 12 Salamanca Place, London SE1 7HB, or by electronic message to customerservice.uk@smallworldfs.com. We shall investigate your concerns and respond to you promptly. 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 Money Transfers please contact our Head of Client Services.

Alternative, you may use **Online Dispute Resolution ("ODR")** which offers you an out-of-court solution to dispute connected to online process <http://ec.europa.eu/consumers/odr/>.

14. NOTICES

1. Where any notice is required by Our 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 Ltd, 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 this clause. 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.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. Our Online Site and 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 right, title and interest in shall remain our property and/or the property of such other third parties.
- 15.2. Online Site and Online Service may be used only for the purposes permitted by these Terms and Conditions or described on the Site. You are

authorized solely to view and to retain a copy of the pages 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 Online Site, 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 Online Site or Online Service; and/or (b) remove or alter any copyright, trademark or other proprietary notice or legend displayed on
- 15.4. Other product, service and company names appearing on the Site may be trademarks of their respective owners.

16. CHANGE OF TERMS

These terms and conditions may be modified, in our sole discretion for security reason and also if required by law. If this happens, we will post a notice on the Website. By continuing to use the services after any change, you agree to be bound by the changed terms and conditions of this Agreement as of the effective date of such changes.

17. GOVERNING LAW

Our agreement with you is governed by English law. 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: Parliament House, 12 Salamanca Place, London SE1 7HB.

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 the Agreement and any translated version of the Agreement, the English version of the Agreement would rule and would be communicate with you in English.