



## Terms and Conditions for Money Remittance and Foreign Exchange Services

### 1. Information about Central FX Limited

- 1.1 Central FX Limited ("**CFX**", "**we**", "**us**" or "**our**") provides a money remittance and associated foreign exchange service for personal and commercial purposes (together, the "**Services**").
- 1.2 The Services described in these terms and conditions (the "**Terms**") are provided by CFX, a company incorporated in England and Wales (Company Number 07112809) with its registered office at 51 Eastcheap (4th Floor), London, EC3M 1DT, United Kingdom.
- 1.3 CFX is authorised and regulated by the Financial Conduct Authority ("**FCA**") as a payment institution for the provision of money remittance services (Firm Reference Number: 565847).
- 1.4 CFX is also registered with His Majesty's Revenue & Customs ("**HMRC**") as a money service business (Register Number: 12651660).

### 2. Definitions and interpretation

- 2.1 In these Terms, unless the context otherwise requires, the following terms shall have the meanings set out below:

"**Applicable Law**" means all applicable laws, statutes, regulations, regulatory requirements, rules, subordinate legislation and legally binding judgements, orders, notices, directions, codes of practice and guidance in force from time to time which apply to a party or to these Terms;

"**APP Fraud**" means a situation where, as a result of fraud or dishonesty by a third party, you are tricked or coerced into giving a Payment Instruction for a Transaction to a payee you did not intend to pay or for an amount you did not intend to send, and the Transaction is properly authenticated and executed by us in accordance with that Payment Instruction.

"**APP Fraud Reimbursement Scheme**" means any statutory, regulatory or industry scheme that applies to us from time to time in relation to the reimbursement of victims of APP Fraud (including, where applicable, schemes relating to Faster Payments or CHAPS).

"**Authorised User**" means any individual authorised by a Customer to give Instructions to CFX on the Customer's behalf in accordance with clause 10 of these Terms.

"**Balance**" means the amount of Sell Currency required to settle a Contract.

"**Business Customer**" means any Customer who is not a Consumer;

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks are open for business in the UK.

"**Buy Currency**" means the currency which CFX agrees to sell to you, and you agree to buy from CFX, under a Contract entered into in connection with a Transaction.

**"Consumer"** means any natural person who is acting for purposes outside his or her trade, business, craft or profession.

**"Contract"** means a binding agreement entered into between CFX and you under these Terms in connection with a Transaction, under which CFX agrees to buy the Sell Currency from you and sell the Buy Currency to you at an agreed exchange rate and on an agreed Value Date (which may include a Market Order that is subject to a condition as to execution), for the purpose of facilitating the execution of that Transaction. The Contract itself is not a payment service for the purposes of the Payment Services Regulations.

**"Contract Note"** means CFX's written document setting out the details of a Contract which is sent to the Customer following receipt of an Instruction.

**"Customer"** or **"you"** means the person or entity that has agreed to be bound by these Terms for the purpose of using the Services.

**"Customer Profile"** means the information held by CFX relating to a Customer, including (but not limited to) personal details, company details, beneficial ownership information, addresses, and identity verification documentation.

**"Forward Contract"** means a Contract where the Value Date is more than two (2) Business Days after the date on which that Contract is agreed between you and CFX.

**"Instruction"** means any clear and specific direction, order, or request given by you or an Authorised User to CFX under these Terms in relation to the Services, including (without limitation) to enter into a Transaction (including a Contract) and includes a Payment Instruction.

**"Margin"** means the deposit amount of Sell Currency required for a Forward Contract.

**"Margin Call"** means a request by CFX to the Customer to provide such additional amounts (not exceeding the full amount of the Sell Currency) as it may reasonably require on account of an adverse exchange rate movement between the Contract date and Value Date.

**"Market Order"** means a Contract under which CFX agrees to buy the Sell Currency from you and sell the Buy Currency to you, subject to the condition that the Contract will only be executed if and when a target exchange rate that you specify becomes available. Once that condition is satisfied, the Market Order becomes unconditional and will be executed in accordance with these Terms. The Value Date for a Market Order will be determined in accordance with the terms of that Contract by reference to the time at which the target exchange rate is received.

**"Nominated Account"** means a bank account nominated by CFX for the receipt of Customer funds.

**"Payment Confirmation"** means a communication (including by email or via the CFX Secure Online Portal) that we send to you after we have executed the payment or money remittance element of a Transaction, which confirms that the payment has been executed and sets out the key details of that payment.

**"Payment Instruction"** means an Instruction from you or an Authorised User for CFX to execute the payment or money remittance element of a Transaction (including the onward payment of the Buy Currency) to the Recipient. A Payment Instruction is a payment order for the purposes of the Payment Services Regulations.

**"Payment Services Regulations"** or **"PSRs"** means the Payment Services Regulations 2017 as amended from time to time.

**"Recipient"** means the natural or legal person designated by the Customer to receive funds pursuant to a Transaction.

**"Sell Currency"** means the currency which you agree to sell to CFX, and CFX agrees to buy from you, under a Contract entered into in connection with a Transaction.

**"Spot Contract"** means a Contract where the Value Date is less than two (2) Business Days after the date on which that Contract is agreed between you and CFX.

**"Transaction"** means a money remittance transaction initiated by you through the Services, which may include an associated foreign exchange conversion carried out under a Contract. Each Transaction consists of: (a) where applicable, the purchase by CFX of the Sell Currency from you and the sale by CFX of the Buy Currency to you under a Spot Contract or a Forward Contract (including a Market Order); and (b) the onward payment or money remittance of the relevant funds (in the same currency of the Buy Currency, as applicable) to the Recipient. Only the payment or money remittance element of a Transaction constitutes a payment service for the purposes of the Payment Services Regulations.

**"Value Date"** means the date agreed between you and CFX under a Contract, or determined in accordance with the terms of that Contract (for example, by reference to the time at which a Market Order is executed), as the date from which we will execute the FX conversion and/or the payment or money remittance element of the Transaction, provided we have received all required funds and Payment Instructions by the time we specify.

### 3. **Disclaimers relating to the Services**

- 3.1 Any funds held by CFX in connection with the Services are not protected by the Financial Services Compensation Scheme ("**FSCS**"). This means that if CFX were to become insolvent, you would not be entitled to compensation from the FSCS for any loss of funds held by us on your behalf. However, in accordance with our regulatory obligations, we safeguard relevant funds in accordance with the Payment Services Regulations. Further details are set out in clause 13.
- 3.2 The Services provided by CFX are for the buying and selling of currencies for personal or commercial purposes. The Services should not be used for investment of speculative purposes.
- 3.3 Any Forward Contracts undertaken by customers of CFX are done so for the express purpose of facilitating a payment for identifiable goods, services or direct investment.
- 3.4 The foreign exchange service provided by CFX is not a regulated activity under the Financial Services and Markets Act 2000 or the Payment Services Regulations. The Services do not include any standalone foreign exchange trading service. Any foreign exchange conversion we carry out for you is provided solely as part of, and for the purpose of, executing a Transaction.

### 4. **Application of the Payment Services Regulations**

- 4.1 **Consumers:** If you are a Consumer, micro-enterprise or charity (each as defined in the Payment Services Regulations), the protections afforded to you under the Payment Services Regulations (including but not limited to Parts 6 and 7 of the PSRs) shall apply in full to the money remittance element of the Services (that is, the execution of a Payment Instruction). The foreign exchange conversion carried out under a Contract and any other non-payment aspects of the Services are not regulated payment services under the Payment Services Regulations.
- 4.2 **Business Customers:** If you are a Business Customer and you are not a micro-enterprise or a charity (each as defined in the Payment Services Regulations), you represent and warrant that you are entering into these Terms as a Business Customer and not as a Consumer, a micro-enterprise or a charity, and you agree that:

- (a) the requirements set out in the provisions of Part 6 of the Payment Services Regulations do not apply;
- (b) the obligations set out in regulations 66(1), 67(3) and (4), 75, 77, 79, 80, 83, 86(2A) to (2D), 91, 92, 94 and 94A of the Payment Services Regulations do not apply;
- (c) the maximum time period for reporting unauthorised or incorrectly executed payment transactions set out in regulation 74(1) of the Payment Services Regulations shall apply as modified so that CFX shall have no liability in respect of any Unauthorised Transaction where you fail to notify us of the Unauthorised Transaction within 60 days of the date of the Transaction; and
- (d) you will promptly notify CFX if at any time you become a Consumer, a micro-enterprise or a charity, or if you cease to be a Business Customer or your circumstances otherwise change such that you would no longer qualify as a Business Customer.

4.3 By agreeing to these Terms on this basis, you acknowledge and confirm that you understand the effect of the opt-out provisions set out in clause 4.2 and that you consent to the disapplication or modification of the relevant provisions of the Payment Services Regulations as described in that clause, and that these provisions supersede any similar provisions elsewhere in these Terms.

## 5. The Services

5.1 CFX provides a money remittance service that enables Customers to send funds to Recipients in accordance with the Customer's Instructions. Where the Customer requires funds to be converted from one currency to another, CFX will provide a foreign exchange service in conjunction with the money remittance. The Services operate as follows:

- (a) You (or an Authorised User) contact us by telephone, electronic communication or via the CFX Secure Online Portal to tell us the amount you wish to send, the currency in which you wish to fund the Transaction, the currency in which the Recipient is to receive the funds, the proposed Value Date and the Recipient's payment details. We will then provide you with information about the proposed Transaction, including the exchange rate (where a currency conversion is required), any fees and charges, the amounts to be sent and received and the estimated execution time, in accordance with clause 15.
- (b) If you decide to proceed on the basis of the information we provide, you (or an Authorised User) give us an Instruction to enter into the Transaction. Where the Transaction involves a currency conversion, a binding Contract for that Transaction is formed when we accept that Instruction, which will usually be when we confirm to you (by telephone, electronic communication or via the CFX Secure Online Portal) that we have agreed the exchange rate and other key terms. The Contract is entered into solely for the purpose of facilitating that Transaction. We will then send you a Contract Note confirming the details of the Contract and the Transaction.
- (c) You must then deliver the required funds to our Nominated Account in accordance with clause 14. For a Spot Contract, this will normally mean paying the full amount of the Sell Currency on or before the Value Date. For a Forward Contract, this will normally mean paying the Margin immediately and the Balance on or before the Value Date, and meeting any Margin Calls within the time specified. For a same-currency Transaction, you must pay the amount of the funds to be remitted on or before the Value Date.
- (d) Once we are in receipt of (i) a valid Instruction and any associated Contract, (ii) cleared funds in the required amount, and (iii) any onward payment details we require, we will execute the Transaction. This will involve, where applicable, us buying the Sell

Currency from you and delivering the Buy Currency, and, in all cases, making the onward payment or money remittance of the relevant funds to the Recipient in accordance with the Contract (if any), your Instruction and these Terms. After we have executed the payment, we will send you a Payment Confirmation.

- (e) The Transaction is completed once the funds have been paid to the Recipient (subject to local banking arrangements).

This overview is intended to assist your understanding of the Services. It does not limit or affect any of the detailed provisions of these Terms, which shall prevail in the event of any inconsistency.

- 5.2 We do not provide you with a payment account or hold funds for you on an ongoing basis. We only receive and hold funds from you for the purpose of executing Transactions and for any related fees, charges, Margin or other amounts payable under these Terms. Subject to clause 16, any funds we hold for you in connection with a Transaction will be used to execute that Transaction or returned to you in accordance with these Terms and Applicable Law.
- 5.3 To use the Services you must have access to a telephone and/or a device with internet access and a valid email address. We may also specify additional technical requirements for use of the CFX Secure Online Portal, which we will tell you about before you start using it.
- 5.4 We will provide you with Contract Notes and Payment Confirmations electronically for each Transaction, and with information about changes to these Terms and our charges in accordance with clause 24 and the Payment Services Regulations. You can request a copy of these Terms and information about your Transactions at any time by contacting us using the details in clause 22.1. We will provide this free of charge, unless we are permitted to charge under those regulations and we have told you about any such charge in advance

## 6. Customer representations

- 6.1 At the time of any Transaction, the Customer represents and warrants to CFX that:
  - (a) you wish to enter into a Transaction with CFX strictly under these Terms;
  - (b) all Transactions are placed pursuant to your usual trade or business or for personal purposes and not for speculation or investment purposes;
  - (c) you are acting as principal for your own account and not as agent for any undisclosed third party;
  - (d) all information you provide to CFX is true and accurate and you will provide full disclosure of any information relevant to any Transaction;
  - (e) you are duly empowered and have all necessary authorisations and consents to enter into and perform your obligations under these Terms and (where applicable) to authorise any Authorised Users to act on your behalf;
  - (f) you have the intent and ability to pay and take physical delivery of the purchased currency upon payment of the full amount of the Sell Currency as directed by CFX; and
  - (g) you will make available on request any information regarding you and/or your business and financial affairs which CFX may require to enable CFX to comply with Applicable Laws.
- 6.2 These representations and warranties are given by you on the date you agree to these Terms and are deemed to be repeated on the date of each Transaction and each Instruction given

under these Terms. Any Instruction or Transaction placed by an Authorised User will be treated as if it were made by you and you will be deemed to give these representations and warranties in connection with that Instruction or Transaction.

## 7. Eligibility and Prohibited Uses

7.1 **Consumer Customers:** To use the Services as a Consumer, you must:

- (a) be at least 18 years of age;
- (b) have the legal capacity to enter into binding contracts under Applicable Law; and
- (c) not be subject to any legal restrictions that would prevent you from using the Services.

7.2 **Business Customers:** To use the Services as a Business Customer, you must be a legal entity duly incorporated and validly existing under the laws of its jurisdiction of incorporation, and must have full power and authority to enter into these Terms and to perform your obligations hereunder.

7.3 The Services may not be used for any unlawful purpose. Without limitation, you agree not to use the Services:

- (a) to transfer or receive funds which are the proceeds of, or connected with, any criminal activity;
- (b) to facilitate money laundering, terrorist financing, or the financing of proliferation of weapons of mass destruction;
- (c) to evade any applicable taxes or to circumvent the lawful seizure of funds by any law enforcement authority or court;
- (d) to violate any sanctions, embargoes or other restrictions imposed by the United Kingdom, the European Union, the United Nations, or any other relevant governmental authority;
- (e) for any fraudulent purpose or in connection with any fraudulent scheme;
- (f) to transfer funds on behalf of any person who is under 18 years of age;
- (g) to facilitate illegal gambling, the purchase of illegal drugs, or any other illegal activity; or
- (h) in any manner that would cause CFX to be in breach of any Applicable Law.

7.4 We screen Transactions against lists of designated persons subject to sanctions imposed by various governmental and regulatory authorities, including the United Kingdom, the European Union and the United States. If you or your Recipient appear to match such lists, we may request additional information to verify identity, and this may delay or prevent the Transaction.

7.5 If you conduct or attempt to conduct any Transaction in violation of these Terms, our policies, or Applicable Law, or if you act with fraudulent intent, CFX may:

- (a) refuse to provide the Services to you (in whole or in part);
- (b) terminate or suspend your access to the Services;
- (c) report the Transaction or your conduct to the relevant law enforcement agencies; and

(d) seek to recover from you all losses and damages incurred as a result of your conduct.

7.6 We may decline to accept you as a Customer or to open or continue to provide the Services to you at any time where we consider it appropriate to do so, including (without limitation) where we consider that you do not meet our eligibility criteria, that providing the Services to you would be inconsistent with our risk appetite or obligations under Applicable Law, or where any of the circumstances in clause 7.3 apply.

## 8. Customer Profile and Obligation to Notify Changes

8.1 In order to use the Services, you must establish a Customer Profile by providing CFX with such information and documentation as we may require, including (but not limited to) information for the purposes of verifying your identity in accordance with our obligations under applicable anti-money laundering legislation.

8.2 You represent and warrant that all information provided to CFX in connection with your Customer Profile and any Transaction is true, accurate and complete in all material respects.

8.3 You must promptly notify CFX of any changes to the information contained in your Customer Profile, including (without limitation):

- (a) changes to your name, trading name or legal name;
- (b) changes to your registered address, correspondence address or principal place of business;
- (c) changes to your contact details (including telephone numbers and email addresses);
- (d) changes to the directors, officers, partners or persons with significant control over your business (in the case of Business Customers);
- (e) changes to the beneficial ownership structure of your business (in the case of Business Customers);
- (f) changes to your company status, including any change of legal form, merger, demerger, or corporate restructuring (in the case of Business Customers);
- (g) any circumstances that may affect your eligibility to use the Services or your ability to comply with these Terms; and
- (h) any changes to accounts from which payments are made or to which funds are to be transferred.

8.4 You acknowledge that failure to notify CFX of changes to your Customer Profile may result in delays in the processing of Transactions, the rejection of Transactions, or the suspension or termination of your access to the Services. This does not affect any rights you may have under the Payment Services Regulations.

## 9. Disclosure of Information

9.1 CFX will validate name, address and other personal information supplied by you during the application process against appropriate third party databases. These checks will be made to assist with anti-money laundering procedures to comply with Applicable Laws. By accepting these Terms, you consent to such checks being made. In performing these checks, personal information provided by you may be disclosed to a registered credit reference agency which may keep a record of that information. This is done only to confirm identity; a credit check is not performed and your credit rating will be unaffected.

- 9.2 You acknowledge and agree that CFX may disclose information relating to you, your Customer Profile, your Transactions, and any documentation provided by you (including identification and verification documentation) to:
- (a) our affiliates, subsidiaries and group companies;
  - (b) our agents, partners, correspondents and counterparties involved in the provision of the Services;
  - (c) any bank, financial institution or payment service provider through which funds are transmitted;
  - (d) any governmental, regulatory or law enforcement authority where required by Applicable Law, or in response to a lawful request;
  - (e) courts, tribunals and other bodies in connection with legal proceedings;
  - (f) our professional advisers, auditors and insurers; and
  - (g) any other person where we are required or permitted to do so by Applicable Law.
- 9.3 You specifically acknowledge that, in order to provide the Services and to comply with applicable anti-money laundering legislation, CFX may be required to share your identification documentation and other "know your customer" information with our counterparties, correspondent banks, partner institutions, and other third parties involved in the execution of Transactions.
- 9.4 CFX will process your personal data in accordance with applicable data protection legislation. Please refer to our Privacy Notice for further information about how we collect, use and protect your personal data.
10. **Authorised Users**
- 10.1 If you are a Business Customer, you may appoint one or more Authorised Users to give Instructions to CFX on your behalf in connection with the Services, including (without limitation) Instructions to execute Transactions.
- 10.2 The appointment of an Authorised User must be made in such form and manner as CFX may require from time to time. Each appointment must: (a) clearly identify the relevant Authorised User; (b) specify the scope of that Authorised User's authority; and (c) be made, signed or otherwise authorised by a person duly authorised to act on behalf of the Customer.
- 10.3 You are responsible for ensuring that each Authorised User is aware of and complies with these Terms. Any Instruction given by an Authorised User shall be treated as having been given by you, and you shall be bound by any such Instruction to the same extent as if you had given it yourself.
- 10.4 CFX shall be entitled to rely on any Instruction which we reasonably believe to have been given by an Authorised User, and we shall have no liability to you for acting on such Instruction, even if the Instruction was not in fact authorised by you.
- 10.5 You must notify CFX immediately in writing if you wish to revoke or amend the authority of any Authorised User. Such revocation or amendment shall only be effective upon receipt by CFX of written confirmation thereof, and CFX shall not be liable for any Transaction executed in accordance with Instructions given by an Authorised User prior to the effective revocation or amendment of their authority.

10.6 Consumer Customers may also appoint Authorised Users in accordance with this clause 10, subject to such additional requirements as CFX may specify.

10.7 All provisions of these Terms that refer to Instructions, Transactions and your use of the Services apply, to the extent the context requires, to Instructions given and actions taken by any Authorised User on your behalf. Any such Instruction or action will be treated as if it were given or taken by you.

## 11. Customer Instructions and Communications

11.1 You or your Authorised Users may contact us by telephone, electronic communication or via CFX Secure Online Portal at any time to:

- (a) request information or a quote in relation to a potential Transaction (including the exchange rate, any fees and charges, the amount to be sent and received and the estimated execution time); and/or
- (b) give us an Instruction to enter into and execute a Transaction under these Terms (which may include entering into a Spot Contract or Forward Contract and giving a Payment Instruction). For the purposes of the Payment Services Regulations, a Payment Instruction is treated as a payment order given by you to us for the execution of the payment or money remittance element of a Transaction.

11.2 A general enquiry or request for information or a quote does not of itself constitute an Instruction. An Instruction is only given when you (or an Authorised User) clearly tell us that you wish to proceed with a Transaction on the terms we have disclosed to you.

11.3 Subject to these Terms, you agree that you or your Authorised Users may give Instructions to us, and otherwise communicate with us in relation to the Services, by:

- (a) telephone;
- (b) electronic communication (including email and, where we agree, messaging applications); or
- (c) the CFX Secure Online Portal,

and we are entitled to act upon such Instructions and communications in accordance with this clause 11.

11.4 We may rely on any Instruction or other communication that we reasonably believe to have been given by you or an Authorised User, provided that we have acted in good faith and in accordance with our security and verification procedures. Subject to clause 17 and the Payment Services Regulations (where they apply), we will not be liable for any loss arising from us acting on an Instruction that we reasonably believe to be genuine.

### ***Instructions by telephone***

11.5 When you or an Authorised User give us Instructions by telephone, we will verify the identity of the caller using the information and security procedures we have agreed with you (which may include asking for the caller's name and other details). If the caller passes our verification procedures, we may assume that the caller is you or the relevant Authorised User and treat the caller as properly authorised by you to give Instructions on your behalf and act on those Instructions.

11.6 You acknowledge that we may record and store all telephone conversations, with or without the use of an automatic warning tone. You agree that any such recordings may be used by us as

evidence of any Instructions or other communications so recorded. We may use such recordings or transcripts as evidence in any proceedings in respect of any dispute relating to dealings between the parties.

***Instructions by electronic communication***

- 11.7 You authorise us to act on and fulfil any Instructions or other communications that we receive by an agreed electronic channel (for example, email addresses or messaging platforms expressly notified or agreed between us for this purpose) which both: (i) originate from an agreed address, number, account or profile; and (ii), successfully pass the security and verification procedures we have agreed with you from time to time.
- 11.8 You acknowledge that we may record and store all electronic communications (including, without limitation, emails and messages sent via messaging applications where we accept such messages for the purposes of the Services). We may produce and store copies of these communications and use them for the purposes of verifying the details of an Instruction or to resolve any disputes between you and CFX.

***Instructions via Secure Online Portal***

- 11.9 You will be provided with security credentials required to access the CFX Secure Online Portal and to submit Instructions and Payment Instructions through it. You are responsible for keeping these credentials safe and must not share them with any unauthorised person.
- 11.10 The security credentials will comprise a password (which will be set by you) and an authentication code sent to your registered email address, mobile number or authentication application. Where you have purposely disclosed the security credentials to a third party, you will be held liable for any adverse incident that arises as a result, subject to clause 17 and the Payment Services Regulations (where they apply).
- 11.11 If you become aware, or suspect, that any security credentials or other security details used to access the Services or to authorise Transactions have been lost, stolen misused or may have become known to someone else, you must contact us immediately via telephone on +44 (0) 20 7265 7979 or via email at [compliance@centralfx.co.uk](mailto:compliance@centralfx.co.uk).
- 11.12 If we suspect fraud or security threats affecting the Services or your use of them, we will contact you using secure means, normally by telephone using the contact details in your Customer Profile or by email to your registered email address. We will never ask you to disclose your full security credentials by email or text message. If you receive any communication purporting to be from us that you consider suspicious, you should contact us using the details in clause 22.1

**12. Fees and charges**

- 12.1 CFX shall not charge you commission or transfer fees in relation to any Contract when utilising the Services. The applicable fees (if any) for any Transaction will be disclosed to you prior to your authorisation of the Transaction.
- 12.2 In addition to the fees referred to in clause 12.1, CFX earns revenue from foreign exchange Transactions by applying a margin to the rate we achieve from our counterparty or other liquidity source. We will tell you the exchange rate that applies to each Transaction before you authorise it. Where we use a reference exchange rate, we will tell you how that rate will be calculated and where you can find it.
- 12.3 If you close out or default on a Transaction or Contract (including any failure to provide cleared funds when due, or any other breach of these Terms which results in the termination or close-out of a Transaction or Contract), CFX may, subject to Applicable Law, charge you an administration fee and you will be liable for all losses and costs resulting from any change in the

value of the Transaction through currency movement. Such charges are to be paid within two (2) Business Days of the termination of the Transaction.

- 12.4 Any sum payable by you under these Terms which is not paid on the due date shall bear interest at a rate of 5% per annum above the Bank of England base rate. Interest shall accrue on a daily basis from (and including) the due date up to (and including) the date of actual payment, shall be calculated daily, and shall be compounded at such intervals as CFX may determine.
- 12.5 If you fail to comply with any of your obligations under these Terms (including any obligation to deliver Margin, the Balance, or any other amount due to CFX in connection with a Transaction or Contract), any Margin shall, at CFX's discretion, be forfeited to CFX and applied towards satisfying your obligations to us. After closing out on a Transaction or Contract, CFX will send to you a settlement notice showing your profit or loss arising from the closing out. Any such profit, after deducting any costs and expenses incurred by CFX in connection with the close out and any other amounts then due by you to CFX or which CFX is authorised to deduct under these Terms, shall be paid to you in accordance with your instructions. If there is a loss, you will pay to CFX an amount equivalent to such loss within five (5) Business Days of the settlement notice being given.

### 13. **Safeguarding and treatment of client funds**

- 13.1 Where we receive funds from you in connection with the money remittance element of the Services and those funds constitute "relevant funds" for the purposes of the Payment Services Regulations ("**Safeguarded Funds**"), we will safeguard such Safeguarded Funds in accordance with those regulations. We may do so using a combination of one or more of the following method permitted under the Payment Services Regulations:
- (a) Insurance: by obtaining and maintaining an insurance policy from an authorised insurer covering Safeguarded Funds (the "**Safeguarding Insurance Policy**") (the "**Insurance Method**"); and/or
  - (b) Segregation: by placing Safeguarded Funds into one or more segregated client accounts held with an authorised credit institution (each a "**Safeguarding Account**") and designating the Safeguarding Accounts as for the benefit of our clients (the "**Segregation Method**").
- 13.2 The method or combination of methods we apply may vary from time to time. We will at all times comply with our obligations under the Payment Services Regulations in respect of the safeguarding of your Safeguarded Funds.
- 13.3 Any Safeguarding Insurance Policy will be obtained and maintained in accordance with the requirements of the Payment Services Regulations. It will be designed to operate such that, in the event of our insolvency, we (or any insolvency officeholder appointed in respect of us) will make a claim under the Safeguarding Insurance Policy for the benefit of clients whose Safeguarded Funds are covered by the Insurance Method at the relevant time. Any proceeds recovered under a Safeguarding Insurance Policy will be paid into a Safeguarding Account before being paid out to clients.
- 13.4 Safeguarded Funds held in a Safeguarding Account (whether held there under the Segregation Method or paid in as proceeds of a claim under the Safeguarding Insurance Policy) will be held separately from our own funds. Safeguarded Funds held in a Safeguarding Account do not form part of our general assets and are not available to our general creditors. In the event of our insolvency, any such Safeguarded Funds will be applied for the benefit of clients whose Safeguarded Funds are held in or represented by those accounts, in accordance with the Payment Services Regulations and Applicable Law. We will not (except to the extent permitted by the Payment Services Regulations):

- (a) combine any Safeguarding Account with any other account of CFX; or
  - (b) exercise any right of set-off, counter-claim or security interest against money held in a Safeguarding Account in respect of any amount owed to us.
- 13.5 Where the Segregation Method applies, Safeguarded Funds will be used only for the purpose of executing the relevant payment transaction(s) for you and for paying any permitted fees and charges in respect of those transactions. They will not otherwise be used to meet our own obligations or liabilities. This restriction does not apply to any amounts covered by the Insurance Method, which will not be held in a Safeguarding Account, but will instead be protected by the terms of the Safeguarding Insurance Policy.
- 13.6 You acknowledge that certain funds we receive from you do not constitute “relevant funds” for the purposes of the Payment Services Regulations and are not subject to safeguarding. This includes (without limitation):
- (a) any Margin or other collateral posted by you in connection with a Forward Contract;
  - (b) any deposits or advance payments made in connection with foreign exchange transactions which are not part of a money remittance transaction to a third-party Recipient;
  - (c) any fees, charges or interest payable by you to us; and
  - (d) any funds which are to be returned to an account in your name (and not paid to a third-party Recipient) following completion of a foreign exchange transaction.
- 13.7 Funds of the type described in clause 13.6 (“**Non-Safeguarded Funds**”) may be held in accounts of our choosing and may be used by us to meet our own obligations, including those arising from hedging or managing our exposure under Transactions entered into with you, in accordance with these Terms. Non-Safeguarded Funds will rank as our general unsecured liabilities in the event of our insolvency and you will not benefit from the safeguarding protections attached to the safeguarding methods describe in clause 13.1 above in respect of such funds.
- 14. Payment and Delivery**
- 14.1 For Spot Contracts, you must deliver cleared funds into the Nominated Account for the full amount of the Sell Currency (or, in the case of a same-currency Transaction, the full amount to be remitted) on or before the Value Date, as instructed by us.
- 14.2 For Forward Contracts, you must:
- (a) deliver cleared funds covering the Margin (as instructed by us) immediately upon entry into the Contract; and
  - (b) deliver cleared funds for the Balance into the Nominated Account on or before the Value Date, as instructed by us.
- 14.3 In the event of adverse currency fluctuation between the date of the Contract and the Value Date, we may make a Margin Call to re-establish the Margin to the original percentage level agreed for that Contract. You shall provide such additional funds (not exceeding the full amount of the Sell Currency) in cleared funds to the Nominated Account within twenty-four (24) hours of us first notifying you of the Margin Call. Your failure to do so shall constitute a material breach of these Terms and shall entitle us, without prejudice to any other rights or remedies available to us, to terminate the relevant Contract and any associated Transaction immediately and without notice to you.

- 14.4 You undertake that any Margin or other funds provided as security for your obligations to pay the Sell Currency is beneficially owned by you and is not subject to any charge, lien or other encumbrance, and you will not create any charge, lien or other encumbrance over any funds so provided.
- 14.5 To the extent any funds you provide in connection with a Transaction constitute Safeguarded Funds (as described in clause 13.1), we will hold and protect those funds in accordance with clauses 13.1 and **Error! Reference source not found.**
- 14.6 You acknowledge that Margin, deposits and other funds of the type described as Non-Safeguarded Funds in clause 13.7 are not subject to safeguarding under the Payment Services Regulations and may be used by us to meet our own obligations, including hedging or managing our exposure, in accordance with these Terms.
- 14.7 All funds accepted by us are for the specific purposes of money transfer. No interest will be paid on funds (Margin or otherwise) held by us for the duration of the transaction.
- 14.8 All funds due from you to us under these Terms must be made in full without set-off, counter-claim or deduction whatsoever.
- 14.9 We accept no responsibility for any delay in executing a Transaction where such delay is attributable to the late arrival of funds, any information required to execute the Transaction, or the Payment Instruction.
- 14.10 Following receipt of the required funds from you in full as cleared funds, and any onward payment details we have requested, we will make payment of the relevant funds to the Recipient in accordance with the Transaction (being the Buy Currency where a currency conversion is involved, or the original currency where no conversion is involved), less any fees or costs permitted by these Terms. We will be entitled to assume that information supplied by you about your personal and/or financial circumstances remains true and materially accurate without any obligation on our part to make any enquiries before each Transaction.
- 14.11 The execution of the payment or money remittance element of a Transaction in accordance with clause 14.10 is a payment service for the purposes of the Payment Services Regulations. Your obligations to provide funds, Margin and Balance, and the treatment of Margin and other Non-Safeguarded Funds, are governed solely by these Terms.
- 14.12 We may from time to time agree separate written terms with you governing the provision and use of a forward contract facility or credit line in relation to Forward Contracts (a **“Forward Contract Facility Agreement”**). Unless those terms expressly state otherwise, these Terms will apply to any Forward Contract entered into under a Forward Contract Facility. If there is any conflict or inconsistency between the terms of a Forward Contract Facility and these Terms, the terms of the Forward Contract Facility shall prevail in relation to the Forward Contract Facility and any Forward Contracts entered into under it.

## 15. **Execution of Transactions**

### Pre-Transaction information

- 15.1 You must provide us with the information we reasonably require for each Transaction (including, where applicable, in connection with any Market Order). This will normally include:
- (a) where the Transaction involves a Contract, information about the foreign exchange element, including the currencies to be bought and sold (the Sell Currency and the Buy Currency), the amount of each currency, the proposed or applicable Value Date and any other FX-specific details we request; and

- (b) the information we reasonably require to execute the payment or money remittance element of the Transaction, which will normally include the Recipient's full name, the Recipient's account number or IBAN, the bank identifier code for the Recipient's payment service provider (such as BIC or sort code), and any other identifier or information we specify (for example, the Recipient's address or a payment reference).

15.2 Before you authorise a Transaction, we will provide you with the following information (to the extent applicable to that Transaction):

- (a) the amount you will be required to pay to us, including:
  - (i) for a Transaction involving a Contract, the amount of the Sell Currency (or other currency) you must provide; and
  - (ii) for a same-currency Transaction, the amount of the funds to be remitted;
- (b) the amount that will be sent to, and (where applicable) received by, the Recipient, including:
  - (i) for a Transaction involving a Contract, the amount of the Buy Currency to be delivered under the Contract and the amount to be credited to the Recipient's account in that currency; and
  - (ii) for a same-currency Transaction, the amount to be credited to the Recipient's account in the same currency as the amount you provide;
- (c) any fees and charges payable for the Transaction, including any fees that will be deducted from the amount to be sent to the Recipient; and
- (d) where a Transaction involves a Contract, the exchange rate to be applied to the conversion between the Sell Currency and the Buy Currency.

For Business Customers to whom clause 4.2 applies, the information we provide pursuant to this clause 15.2 may be reduced or modified in accordance with the corporate opt-out described in clause 4.2.

#### Instructions

15.3 When, after receiving the information described in clause 15.2, you (or an Authorised User) tell us that you wish to proceed, you give us an Instruction to enter into and execute a Transaction on those terms. Where the Transaction involves a currency conversion, a binding Contract for that Transaction is formed when we accept that Instruction, which will usually be when we confirm to you (by telephone, electronic communication or via the CFX Secure Online Portal) that we have agreed the exchange rate and other key terms for the Transaction. Any such Contract is entered into solely for the purpose of facilitating the execution of that Transaction.

#### Market Orders

15.4 As an alternative to agreeing the exchange rate at the time of your Instruction, you or an Authorised User may give us an Instruction to place a Market Order. By placing a Market Order, you authorise us to enter into a Market Order (being a Contract) as part of a Transaction to buy or sell the relevant currency, on the condition that the Market Order will only be executed if and when the specified target exchange rate becomes available.

15.5 A Market Order constitutes both: (a) an Instruction to us in respect of the relevant Transaction; and (b) a conditional Contract to buy the Sell Currency from you and sell the Buy Currency to

you if any when the specified target exchange rate is achieved. If the specified target exchange rate is achieved:

- (a) the condition to which the Market Order is subject is satisfied and the Market Order becomes unconditional and cannot be cancelled, terminated or rescinded; and
  - (b) the Market Order will be executed automatically, and the related Transaction will proceed, in each case without any further action from you; and
  - (c) you must have delivered funds to us in advance of the Market Order becoming unconditional [or immediately thereafter upon our request] and perform your obligations under that Contract and in respect of the related Transaction in accordance with these Terms.
- 15.6 For the avoidance of doubt, placing a Market Order does not of itself result in the execution of a Transaction unless and until the specified target exchange rate is achieved and the Market Order becomes unconditional and is executed.
- 15.7 Where a Market Order is executed, the resulting payment or money remittance element of the Transaction will be initiated and executed in accordance with your Instruction and these Terms.
- 15.8 You may ask us to revoke or amend a Market Order at any time before it has been executed. Any such request will only be effective if and when we confirm to you that the Market Order has been revoked or amended. We are not obliged to agree to any revocation or amendment, and if the Market Order is executed before we process your request, the resulting purchase of Sell Currency and sale of Buy Currency and related Transaction will remain binding, subject to these Terms and Applicable Law.
- 15.9 If the target exchange rate is not achieved, the Market Order will not be executed and no Transaction will arise in respect of that Market Order. Unless we agree otherwise with you, each Market Order will be either:
- (a) subject to an expiry date and/or time agreed with you, in which case it will automatically lapse at that expiry date and/or time if it has not been executed; or
  - (b) be treated as "good until cancelled", in which case it will remain in effect until it is executed or until the date on which we notify you that the Market Order has lapsed or been cancelled.

We may notify you that a Market Order has lapsed or been cancelled at any time, including where we reasonably consider that it is no longer practicable or appropriate to keep that Market Order in effect.

- 15.10 We monitor target rates using our standard market data sources and execution policies. We do not guarantee execution where the relevant rate is available only momentarily or in sizes that are not reasonably tradeable.

#### Payment Instructions

- 15.11 When you or an Authorised User give us an Instruction to enter into and execute a Transaction (including as part of a Market Order), you are giving your consent to the initiation of the payment transaction and, where applicable, to the execution of the payment or money remittance element of that Transaction in accordance with that Instruction.
- 15.12 For the purposes of these Terms and the Payment Services Regulations, a Payment Instruction is treated as received by us at the time when: (a) we receive: (i) the Instruction itself; and (ii) all information we reasonably require (as set out in these Terms or notified to you) in order to

execute the payment or money remittance element of the relevant Transaction; (b) it has been authenticated in accordance with our security procedures; and (c) it is received before our applicable cut-off time on a Business Day. If the Payment Instruction is received after our applicable cut-off time on a Business Day, or at any time on a day that is not a Business Day, the Payment Instruction will be treated as received on the next Business Day.

- 15.13 Where you give us a Payment Instruction to carry out a Transaction (including any associated Contract for foreign exchange) on a specific future date, for the purpose of these Terms and the Payment Services Regulations, a Payment Instruction is treated as received as at the start of that future date, provided that the Payment Instruction has been authenticated in accordance with our security procedures, and by the cut-off time we specify for that date we have received all information we reasonably require (as set out in these Terms or notified to you) in order to execute the payment or money remittance element of the relevant Transaction. If we have not received the required information or the required funds by that cut-off time, the Payment Instruction will be treated as received on the Business Day on which we receive the outstanding information or required funds.
- 15.14 Receipt of a Payment Instruction does not of itself oblige us to execute the payment. We will execute a Payment Instruction where we have received the required funds from you in cleared form to cover: (a) the payment amount; and (b) any applicable fees and charges. If sufficient cleared funds have not been received, we may refuse to execute the Payment Instructions in accordance with the Payment Services Regulations. We may also refuse to execute the Payment Instruction where any other conditions set out in these Terms or in Applicable Law are not satisfied. We will notify you of any refusal to execute unless we are prohibited from doing so by Applicable Law.

#### Cancelling or changing an Instruction

- 15.15 If you are a Consumer, micro-enterprise or charity:
- (a) You can cancel or change a Payment Instruction up until the time we receive it. After we have received the Payment Instruction, you cannot normally cancel or change it because we may already have started processing the payment or money remittance element of the Transaction.
  - (b) If you give us a Payment Instruction to carry out a Transaction on a specific future date, you can cancel or change your Payment Instruction up until the end of the Business Day before that date. After that, you cannot normally cancel or change it.
  - (c) The foreign exchange conversion carried out under a Contract is separate from the Payment Instruction and does not constitute a payment service. Once you have entered into a Contract with us, you are legally bound by that Contract and you cannot cancel, terminate or rescind it, even if you cancel or change any related Payment Instruction in accordance with clauses 15.15(a) and (b) above. This includes any Contract which is Market Order.
  - (d) You may only cancel or change a Payment Instruction within the time limits in clauses 15.15(a) and (b) above:
    - (i) If you cancel or change a Payment Instruction within those time limits, we may charge you for any reasonable costs and losses we incur as a result (including any foreign exchange losses and any costs of unwinding or amending arrangements we have put in place to perform the Contract). If a related Payment Instruction is cancelled, we will not execute the payment or money remittance element of the Transaction, but we may still require you to provide us with any funds required to perform the Contract, and we may carry out the foreign exchange conversion under the Contract and we will then hold or return

the resulting funds to you (or deal with them as we agree with you), rather than sending them to the Recipient named in the cancelled Payment Instruction.

- (ii) If you ask us to cancel or change a Payment Instruction after these time limits, we do not have to agree. If we do agree, you will be responsible for all losses, costs and expenses we incur as a result.

15.16 If you are a Business Customer to whom clause 4.2 applies, regulation 83 of the Payment Services Regulations does not apply, and accordingly:

- (a) Once you or an Authorised User have given us an Instruction (including any Payment Instruction), you do not have a right to cancel, revoke or change that Instruction (whether under these Terms, under the Payment Services Regulations or otherwise). This includes any Instruction to place a Market Order and any Contract which is a Market Order, save that Market Orders may lapse or be cancelled, and may be revoked or amended with our agreement, in accordance with clauses 15.8 and 15.9.
- (b) We may, at our discretion, agree to cancel or change an Instruction, but we are not obliged to do so. If we agree, you will be liable to us in full, on demand, for all losses, costs and expenses we incur as a result (including any foreign exchange losses and any costs of unwinding or amending related Contract or hedging arrangements), and we may require payment of these amounts before we process the cancellation or change.

15.17 Nothing in this clause 15 limits or affects any rights you have, or obligations we have, in relation to Unauthorised Transactions or Incorrectly Executed Transactions under clause 17 or under the Payment Services Regulations.

#### Contract Notes

15.18 Upon acceptance of your Instruction for a Transaction, we will electronically transmit to you a Contract Note confirming the details of the resulting Transaction and, where applicable, any associated Contract. Any failure by us to issue a Contract Note shall not affect the existence or validity of any Transaction (or any associated Contract) agreed between us, or the rights or obligations of either party in relation to it. You should check each Contract Note carefully and notify us as soon as possible if you believe it contains any error or omission. If you do not raise any issue with us promptly, we may treat the Contract Note as accurate and binding for our operational purposes.

#### Execution of Transactions

15.19 Once a Transaction has been agreed in this way and a Payment Instruction is received by us, provided we have received the required funds from you in cleared form to cover: (a) the payment amount; and (b) any applicable fees and charges, and subject to these Terms and Applicable Law, we will execute the Transaction in accordance with your Instructions and within the time limits required by the Payment Services Regulations (where they apply). This will involve, where applicable, us buying the Sell Currency from you and selling the Buy Currency to you under the relevant Contract and, in all cases, making the onward payment or money remittance of the relevant funds to the Recipient.

#### Payment Confirmations

15.20 Following execution of the payment or money remittance element of a Transaction, we will electronically transmit a Payment Confirmation to you confirming that the payment has been executed and setting out the key details of that payment.

#### Execution times and clearing

15.21 Where the Payment Services Regulations apply, we will ensure that the amount of any Transaction:

- (a) in sterling or euro to a payee's payment account in the UK or EEA reaches the payee's payment service provider no later than the end of the Business Day after the time of receipt of your Payment Instruction;
- (b) in an EEA currency (other than euro) to a payee's payment account in the EEA reaches the payee's payment services provider no later than four Business Days after the end of the Business Day on which we receive your Payment Instruction

(in both cases, or such other maximum period as may be required by the Payment Services Regulations. For all other Transactions, we will tell you the maximum execution time before you authorise the Transaction.

15.22 You should be aware that it can take more than five (5) Business Days for funds to reach the Recipient's payment service provider, depending on local banking arrangements and the country in which the Recipient's bank or payment service provider is located.

#### Refusal, suspension and cancellation of Transactions and Instructions

15.23 We may refuse to accept or execute an Instruction or a Transaction, or cancel a Transaction that we have previously accepted, where:

- (a) doing so would, or we reasonably believe may, cause us to breach any Applicable Law;
- (b) doing so would, or we reasonably believe may, expose us to action from any governmental or regulatory authority;
- (c) we have reasonable grounds to suspect that the Instruction or Transaction is linked to fraudulent, unauthorised or other illegal activity;
- (d) you have not provided us with sufficient information or documentation to verify your identity, the identity of any Recipient, or the lawfulness and purpose of the Transaction;
- (e) the Instruction is incomplete, unclear or otherwise does not comply with these Terms;  
or
- (f) we reasonably believe that the security of any credentials, security details or devices used to access the Services has been compromised.

15.24 Where we refuse, suspend or cancel an Instruction or a Transaction, we will, where legally permitted, inform you of this and, where appropriate, the reasons for it and any steps you may be able to take to remedy the situation, as well as any applicable procedure for correcting factual errors. We will do this at the earliest opportunity and, where the Payment Services Regulations apply, within the timescales required by those regulations. We may charge you a reasonable fee for such notification if the action is objectively justified.

15.25 We may also disable or restrict the use of any security credentials or access to the CFX Secure Online Portal where we reasonably believe that doing so is necessary to protect you or us from fraud or security threats.

## **16. Unclaimed Funds and Return of Funds**

16.1 If funds are held by CFX in connection with a Transaction and the Transaction has not been completed, or the funds have not been received by the Recipient, for a period of ninety (90) days from the date of receipt of funds, CFX may, at its discretion:

- (a) return the funds to the bank account or payment account from which the funds were originally sent; or
  - (b) return the funds to any other bank account or payment account details held on your Customer Profile.
- 16.2 CFX will use reasonable endeavours to contact you before returning funds pursuant to clause 16.1, using the contact details held on your Customer Profile.
- 16.3 We may deduct from any funds returned under this clause 16 any reasonable fees, charges or costs we incur in connection with holding and returning the funds (including any bank charges), and any amounts we are required by law to deduct.
- 16.4 If we are unable to return funds to you after making reasonable efforts to do so, the funds will be dealt with in accordance with Applicable Law.
- 17. Unauthorised and Incorrectly Executed Transactions**
- 17.1 This clause 17 applies only to you if you are a Consumer, micro-enterprise or charity (in each case, as defined in the Payment Services Regulations) or, in the circumstances described in clause 17.4(b), if you are a Business Customer to whom clause 4.2 applies.
- 17.2 This clause applies to Transactions that have been executed, or purportedly executed, following a Payment Instruction, and sets out your and our rights and obligations in relation to:
- (a) **Unauthorised Transactions**, being Transactions that you did not authorise in accordance with these Terms; and
  - (b) **Incorrectly Executed Transactions**, being Transactions that were not executed, or were executed defectively, late or in any way not in accordance with the payment instruction you properly gave us under these Terms (for example, where a Transaction is sent to the wrong payee, in the wrong amount, on the wrong date or is not executed at all).
- 17.3 For the avoidance of doubt, this clause 17 relates only to the payment or money remittance element of a Transaction and does not apply to any separate losses arising solely from changes in exchange rates, Margin Calls or the close-out of Contracts.
- 17.4 You must tell us as soon as possible if you think a Transaction is an Unauthorised Transaction or an Incorrectly Executed Transaction.
- (a) If you are a Consumer, micro-enterprise or charity, you must in any event notify us no later than 13 months after the date of the relevant Transaction, otherwise you may not be entitled to a refund or other redress under these Terms or under the Payment Services Regulations.
  - (b) If you are a Business Customer to whom clause 4.2 applies:
    - (i) you agree that regulations 75 and 77 of the Payment Services Regulations (relating to unauthorised transactions) and regulation 91 of the Payment Services Regulations (relating to non-execution or defective or incorrectly executed transactions) do not apply to the payment services we provide under these Terms;
    - (ii) you must in any event notify us of any alleged Unauthorised Transaction or Incorrectly Executed Transaction without undue delay and in any event no later than 60 days from the date of the relevant Transaction;

- (iii) if you notify us within that 60-day period and we are required to do so under the Payment Services Regulations or Applicable Law, then, unless we have reasonable ground to suspect fraud by you and notify the relevant authorities, we will, as soon as practicable and no later than the end of the next Business Day after you notify us, refund to you the amount of the Unauthorised Transaction and, where applicable, put you in the position you would have been in had the Unauthorised Transaction not taken place, unless you have failed to comply with your obligations in clause 17.11(b);
- (iv) if you fail to notify us within that 60-day period, you will not be entitled to the remedies set out in this clause 17 and we will have no liability to you in respect of the relevant Transaction, whether it is alleged to be an Unauthorised Transaction or an Incorrectly Executed Transaction, except where we have acted fraudulently, with gross negligence, or not in accordance with Applicable Law.;
- (v) notwithstanding the above, we may, at our discretion and without obligation and subject to compliance with Applicable Law, provide assistance in relation to any reported Unauthorised Transaction or Incorrectly Executed Transaction.

#### Unauthorised Transactions

17.5 Where you report an Unauthorised Transaction in line with clause 17.3 and unless we have reasonable grounds to suspect fraud by you and notify the relevant authorities, we will, as soon as practicable and no later than the end of the next Business Day after you notify us:

- (a) refund to you the amount of the Unauthorised Transaction; and
- (b) where applicable, put you in the position you would have been in if the Unauthorised Transaction had not taken place.

17.6 You will be responsible for all losses relating to an Unauthorised Transaction if you:

- (a) have acted fraudulently; or
- (b) have deliberately or with gross negligence:
  - (i) failed to keep safe any credentials, security details or devices used to access the Services or to authorise Transactions; or
  - (ii) failed to tell us as soon as possible after becoming aware that such credentials, security details or devices have been lost, stolen, misused or may have become known to someone else.

17.7 You will not be liable for any losses in respect of an Unauthorised Transaction where:

- (a) the Unauthorised Transaction was executed after you notified us of the issues described in clause 17.6(b)(ii) (unless you acted fraudulently);
- (b) the Unauthorised Transaction resulted because we failed to provide an appropriate means for you to notify us of those issues; or
- (c) the Unauthorised Transaction occurred because we failed to apply strong customer authentication or otherwise comply with our security obligations under the Payment Services Regulations in relation to that Transaction.

#### Incorrectly Executed Transactions

- 17.8 Where you report an Incorrectly Executed Transaction in line with clause 17.3, and we are responsible for the incorrect execution, we will, without undue delay:
- (a) refund to you the amount of the Incorrectly Executed Transaction; and/or
  - (b) put you in the position you would have been in if the Incorrectly Executed Transaction had not taken place.
- 17.9 Where we refund an amount in respect of an Incorrectly Executed Transaction under clause 17.8, the value date of the credit will be no later than the date on which the Incorrectly Executed Transaction was originally debited.
- 17.10 We will not be responsible for an Incorrectly Executed Transaction where:
- (a) you did not provide us with the correct unique identifier or other required details for the Transaction (for example, the correct payee details), and we executed the Transaction in accordance with the details you provided;
  - (b) the incorrect execution was caused by the act or omission of another payment service provider, in which case we will, where Applicable Law requires, at your request, make reasonable efforts to trace the Transaction and notify you of the outcome (and may charge you a reasonable fee for doing so if you requested the tracing).

#### General

- 17.11 You are responsible for:
- (a) providing complete, accurate and up-to-date information for each Transaction (including payee details and any other information we request);
  - (b) keeping safe all credentials, security details and devices used to access the Services or to authorise Transactions; and
  - (c) checking confirmations, statements and other information we provide and notifying us promptly if you believe a Transaction is an Unauthorised Transaction or an Incorrectly Executed Transaction.

These responsibilities apply in addition to, and do not affect, any rights you have under the Payment Services Regulations or other Applicable Law.

- 17.12 We may investigate any claim that a Transaction is an Unauthorised Transaction or an Incorrectly Executed Transaction and may ask you to provide information or evidence (including in writing or by electronic means). We may reverse or adjust any refund or other redress we have provided under this clause if we subsequently determine that:
- (a) the Transaction was properly authorised and correctly executed; or
  - (b) you were not otherwise entitled to the refund or redress (for example, because you acted fraudulently).

## **18. Authorised Push Payment Fraud**

- 18.1 APP Fraud relates to Transactions that you have authorised (we received a valid, authenticated Payment Instruction) but where you only gave that Payment Instruction because you were misled or coerced by a fraudster. APP Fraud is therefore different from Unauthorised Transactions under clause 17 and the Payment Services Regulations.

- 18.2 If you are a Consumer, micro-enterprise or charity, we will reimburse you for losses arising from APP Fraud in accordance with this clause 18 and any APP Fraud Reimbursement Scheme that applies to us and to the relevant Transaction, provided the conditions for reimbursement under the applicable APP Fraud Reimbursement Scheme are met.
- 18.3 If you are a Business Customer to whom clause 4.2 applies, you acknowledge that we are not required by law to reimburse you for APP Fraud and that we will only reimburse you to the extent we expressly agree to do so on a case-by-case basis or where required by an APP Fraud Reimbursement Scheme that applies to us and to the relevant Transaction, provided the conditions for reimbursement under the applicable APP Fraud Reimbursement Scheme are met.
- 18.4 You should tell us as soon as possible if you believe you have been the victim of APP Fraud, and in any event within the same time limits that apply to Unauthorised Transactions and Incorrectly Executed Transactions under clause 17.4(a). You should:
- (a) report the matter to the police and/or Action Fraud (or the equivalent reporting body in your jurisdiction) where reasonably requested by us, and provide us with the crime reference number; and
  - (b) provide us promptly with all information and evidence we reasonably request and cooperate with us, and with any relevant bank, payment service provider or law enforcement agency, in investigating the matter.
- 18.5 If you do not comply with clause 18.4, this may affect our ability to reimburse you for APP Fraud except where we are required to do so by Applicable Law or under an APP Fraud Reimbursement Scheme that applies to us and to the relevant Transaction.
- 18.6 Subject to clause 18.4, if you are a Consumer, micro-enterprise or charity and we reasonably determine that:
- (a) the Transaction was the result of APP Fraud; and
  - (b) you have not acted fraudulently and have not, deliberately or with gross negligence, in a manner which would amount to gross negligence under, and no more broadly than is recognised by, any applicable APP Fraud Reimbursement Scheme, failed to keep your security details safe or ignored effective and proportionate warnings from us in a way that contributed to the APP Fraud, taking into account your circumstances and any vulnerability of which we are, or ought reasonable to be, aware, then:
  - (c) we will reimburse you for the amount of the Transaction to the extent we are required to do so under an APP Fraud Reimbursement Scheme that applies to us and to the relevant Transaction; and
  - (d) we may, at our discretion, reimburse you for all or part of any additional amount of apply the same or an analogous reimbursement approach in other cases.

We will not rely on our contractual formulation of gross negligence or other exclusions in this clause 18 to limit or refuse reimbursement in circumstances where this would not be permitted under Applicable Law or any APP Fraud Reimbursement Scheme that applies to us and to the relevant Transaction. We may also make reasonable efforts to recover the funds from the Recipient's payment service provider, but we do not guarantee that recovery will be successful.

- 18.7 We will not be obliged to reimburse you for APP Fraud where you have acted fraudulently or with gross negligence (for example, by sharing security details, ignoring clear warnings from us or failing to take reasonable care in circumstances that led to the APP Fraud), assessed in each case in accordance with, and no more broadly than is recognised by, any applicable APP Fraud

Reimbursement Scheme and taking into account your circumstances and any vulnerability of which we are, or ought reasonably to be, aware, or where you do not meet the conditions for reimbursement set out in any APP Fraud Reimbursement Scheme that applies to us and to the relevant Transaction. If we reimburse you and later determine that you were not entitled to reimbursement under this clause 18 or any applicable APP Fraud Reimbursement Scheme (for example, because we later obtain evidence of fraud or gross negligence on your part), we may reverse or adjust the reimbursement and recover from you any amounts wrongly paid, provided that we will not rely on this clause 18.7 to reduce or avoid reimbursement in circumstances where Applicable Law or an APP Fraud Reimbursement Scheme would not permit us to do so..

## 19. **Limitation of Liability**

19.1 Subject to clause 19.2, CFX shall not be liable to you for: (a) any indirect, special, incidental or consequential loss or damage; (b) any loss of profit, revenue, business, anticipated savings or goodwill; or (c) any loss arising from circumstances beyond our reasonable control (including, without limitation, force majeure events, failures of third party systems, or acts of governmental or regulatory authorities).

19.2 Nothing in these Terms shall exclude or limit CFX's liability:

- (a) for death or personal injury caused by our negligence;
- (b) for fraud or fraudulent misrepresentation;
- (c) for wilful misconduct or gross negligence; or
- (d) for any other liability which cannot be excluded or limited by Applicable Law.

## 20. **Indemnity**

20.1 You agree to indemnify and keep CFX indemnified against any and all losses, liabilities, damages, costs and expenses (including reasonable legal and other professional costs and expenses, our administrative costs and charges and any loss of profits on Transactions) which CFX may suffer or incur as a direct result of:

- (a) any default in payment of any sum when due, or any other breach by you, under these Terms or under any Transaction;
- (b) CFX taking any action or steps reasonably required to perform its obligations under any Transaction entered into with you; or
- (c) CFX exercising its right under these Terms to close out all or any part of any Transaction or these Terms.

## 21. **Termination**

21.1 These Terms form a framework contract of indefinite duration between you and CFX for the provision of the Services.

21.2 You may terminate these Terms at any time by giving CFX not less than thirty (30) days' prior written notice. Termination shall not affect any Transactions that have been initiated prior to the effective date of termination.

21.3 Subject to clause 21.4, if you are a Consumer, micro-enterprise or charity we may terminate these Terms by giving you not less than ninety (90) days' prior notice in writing (or such longer period as may be required by Applicable Law). If you are a Business Customer to whom clause

4.2 applies, we may terminate these Terms by giving you not less than thirty (30) days' prior written notice.

21.4 CFX may terminate these Terms immediately without notice if:

- (a) you are in material breach of any provision of these Terms;
- (b) you have provided false, misleading or materially inaccurate information to CFX;
- (c) we reasonably suspect that you have used or are using the Services for any unlawful or prohibited purpose;
- (d) you become subject to any form of insolvency proceedings, including (without limitation) bankruptcy, liquidation, administration, administrative receivership, a company voluntary arrangement, an individual voluntary arrangement, or any analogous proceedings in any jurisdiction;
- (e) you enter into any arrangement or composition with your creditors generally, or a receiver, administrator, liquidator or similar officer is appointed over all or any part of your assets;
- (f) we are required to do so by any law, regulation, court order or Instruction of any governmental or regulatory authority; or
- (g) continuing to provide the Services to you would, in our reasonable opinion, expose CFX to legal or regulatory risk.

21.5 If you become aware of any event referred to in this clause 21.4, you shall give CFX notice immediately.

21.6 Upon termination of these Terms:

- (a) your right to use the Services shall immediately cease;
- (b) any outstanding fees or charges shall become immediately due and payable;
- (c) CFX shall be entitled to complete any Transactions that have been initiated prior to termination; and
- (d) CFX shall return any funds held on your behalf (less any outstanding fees or charges) to your nominated account or to the originating account, in accordance with clause 16.

## 22. Complaints

22.1 If you wish to make a complaint about the Services, please contact us at:

Central FX Limited, 51 Eastcheap, 4th Floor, London, EC3M 1DT, United Kingdom

Email: [complaints@centralfx.co.uk](mailto:complaints@centralfx.co.uk)

Telephone: +44 (0) 20 7265 7979

22.2 CFX will deal with your complaint promptly and fairly in accordance with our complaints handling procedure. We will endeavour to resolve complaints within fifteen (15) Business Days of receipt. In exceptional circumstances, we may require up to thirty-five (35) Business Days to provide a final response, in which case we will send you a holding response within fifteen (15) Business Days explaining the delay.

22.3 If you are a Consumer and you are not satisfied with our final response, or if we have not provided a final response within the required timeframe, you may refer your complaint to the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR; Telephone: 0800 023 4567; Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## 23. Notices

23.1 Any notice or other communication in connection with these Terms (a "**Notice**") must be in writing and may be delivered by hand, sent by first class pre-paid post or by email to the address or email address last notified by the relevant party for this purpose. The Customer must promptly notify CFX of any change to its postal or email address for Notices.

23.2 A Notice is deemed received: (a) if delivered by hand, at the time of delivery; (b) if sent by first-class pre-paid post within the United Kingdom, at 9.00 a.m. on the second Business Day after posting; (c) if sent by email, at the time of transmission, provided that if transmission is not within Business Hours on a Business Day in the place of receipt, it is deemed received at 9.00 a.m. on the next Business Day in that place. "**Business Hours**" means 9.00 a.m. to 5.00 p.m. on a Business Day in the place of receipt.

## 24. Variations

24.1 CFX may amend these Terms by giving the Customer not less than two (2) months' prior written Notice specifying the date on which the amended Terms will take effect (the "Effective Date"), except where a shorter period is required or permitted by the Payment Services Regulations or other Applicable Law, in which case CFX will give as much prior Notice as reasonably practicable.

24.2 If the Customer does not wish to accept an amendment, it may terminate these Terms at any time before the Effective Date by giving CFX written Notice under clause 21.1; such termination will take effect immediately before the Effective Date and CFX will not charge any fee for termination on this basis. Any Transaction initiated before termination will continue to be governed by the version of these Terms in force when that Transaction was agreed.

24.3 If the Customer does not terminate and continues to use the Services after the Effective Date, it will be deemed to have accepted the amended Terms from the Effective Date.

24.4 Where we use reference exchange rates or reference interest rates, we may change those rates immediately and without prior notice if the underlying reference rate changes. We will apply any such change in a neutral manner and will tell you the actual rate used for a Transaction before you authorise it.

**25. Assignment**

CFX may assign, transfer or novate these Terms (in whole or in part) to any third party without your consent. You may not assign, transfer or novate any of your rights or obligations under these Terms without our prior written consent.

**26. Entire Agreement**

These Terms constitute the entire agreement between you and CFX in relation to the Services and supersede any prior agreements, representations or understandings between you and CFX relating to the same subject matter.

**27. No Binding Oral Statements**

No oral representation by CFX, its employees or its agents shall be binding upon CFX or shall form part of any Transaction unless it is agreed in writing by a Director of CFX.

**28. No Waiver**

No failure or delay by CFX in exercising any right or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any further exercise thereof or the exercise of any other right or remedy.

**29. Severability**

If any provision of these Terms is found by any court or competent authority to be invalid, unlawful or unenforceable, such provision shall be severed from the remainder of these Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

**30. Force Majeure**

Neither CFX nor the Customer will be liable for any failure or delay in performing their obligations under these Terms to the extent that the failure or delay is caused by events beyond their reasonable control, including (without limitation) changes in Applicable Law, civil unrest, war, natural disasters, power or internet failures, or the failure of third-party systems. The affected party shall notify the other as soon as reasonably possible. If any such event continues for more than twenty-eight (28) days, either party may terminate these Terms by giving notice to the other. This clause does not affect any rights you may have under the Payment Services Regulations or other Applicable Law that cannot lawfully be limited or excluded.

**31. Third Party Rights**

A person who is not a party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

**32. Language**

These Terms are provided in English. If these Terms are translated into any other language, the English version shall prevail in the event of any conflict or inconsistency.

**33. Governing Law and Jurisdiction**

33.1 These Terms (and any non-contractual obligations arising out of or in connection with them) shall be governed by and construed in accordance with the laws of England and Wales.

- 33.2 The courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms, provided that this shall not affect any statutory rights you may have as a Consumer to bring proceedings in the courts of your domicile.