



TERMS AND CODITIONS

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND OUR TERMS CONDITIONS BEFORE ACCEPTS. THIS INCLUDES LIMITATIONS OF THE SCOPE OF OUR OBLIGATIONS WITH RESPECT TO YOU, AS WELL AS LIMITATIONS AND EXCEPTIONS OF OUR LIABILITY TO YOU IN THE EVENT THAT AN ONLINE MONEY REMITTANCE OPERATION PERFORMED BY REMITTVEN CANNOT BE PERFORMED ON TIME.

Our Terms and Conditions use the following definitions:

- **Illegal or permitted** purpose means all illegal or unenclosed purposes;including, but not limited to, making or receiving a payment to yourself as a recipient in order to demonstrate financial solvency (FRAUDE RISK); or create more than one profile; or send or receive money on behalf of another person.
- **Beneficiary** refers to the person identified as the recipient of a money sending order.
- **Segregated Account** means an account owned by RemittVen in which the Sender's funds will be deposited until the effective delivery of the remittance to the beneficiary's account. This account will be independent of the account used by RemittVen for your daily operation.
- **Sender** refers to the person placing the money transfer order using Remittven's online service.
- **Transaction** means all money-sending orders you make through Remittven online service.

1. About us

- 1.1. Remittven is a limited liability company established at 184 Shepherds Bush Road, Hammersmith, London, United Kingdom,W6 7NL, registered with the Company House under number 11428757 and incorporated in accordance with law applicable to Small Payment Institutions in the United Kingdom.
- 1.2. Customers can get information about the company and contact representatives by calling this phone number: [*] You can also contact Remittven by sending an email to info@remitven.co.uk

2. OUR SERVICES

- 2.1. The RemittVen Online Service allows a person to send money ("**Sender**") to the person named in the corresponding form ") a la persona nombrada en el correspondiente formulario ("**Beneficiary**"),for the latter to receive it in their bank account at the destination. Remittven offers international money delivery services. To make use of the money-sending service, the Sender must be at least 18 years of age and habitually resident in the UK.
- 2.2. By completing and consenting to the information necessary to place a money transfer order and accept these Terms and Conditions, the sender instructs Remittven to execute a specific money sending order. Each money order constitutes a separate agreement between



Remittven and the Sender, which is limited to the execution of a specific money sending order. At no time is there a framework agreement concluded between the two parties requiring the implementation of individual or subsequent money-sending orders. The Sender shall inform the Beneficiary duly of the status of each money order.

- 2.3. In the case of transactions issued in a currency other than that of the Payee's payment account and other than pounds, if the account of the payment service provider of the effective Bis located outside the UK, RemittVen shall endeavour to ensure that the funds are credited to the destination account as soon as reasonably possible. Without prejudice to the foregoing, RemittVen shall not be liable for any action that depends on the payee's payment service provider, nor for any delay that may be attributable to the payee.
- 2.4. Orders for international money remittance issued from the United Kingdom do not have to deal with any excise duty from this country, but the Beneficiary may have to assume certain taxes for receipt, depending on the legislation of the country to which the money transfer order is sent and the specific conditions of each person.
- 2.5. It will be the payment service provider of the effective who must ensure that the amount of the payment transaction is available to the effective immediately after that amount has been credited to the account of the payment service provider of the in the local currency, without RemittVen having any responsibility for it.
- 2.6. The exchange rate to be applied to money sending orders will be determined by the local partner on destinations countries, who will inform RemittVen at least once a day, or several, depending on market volatility..
- 2.7. The local partners must display in real time the amount of currencies in "confirmed remittances" status, so that it can project its position in Pounds and the required cash flow in local currencies.
- 2.8. Once the daily closing process is complete, the local business partner will summarize the day's trades which will specifically count the amount of Euros to be converted into local currency.

3. OUR LIABILITY WITH RESPECT TO YOU

- 3.1. We declare our willingness to provide you with money-sending services and respective information in accordance with these Terms and Conditions and to act with due diligence and in compliance with applicable rules.
- 3.2. These Terms and Conditions shall apply to any instruction we choose to accept. However, we are not obligated to accept any instruction to execute transactions and will not be liable for rejecting, withdrawing, canceling or restricting our services to a particular user. We may refuse to provide you with the service, in whole or in part, if doing so would violate any RemittVen policy (including policies aimed at preventing fraud, money laundering or financing of terrorism) and/or any applicable law, court opinion or requirement of any regulatory or governmental authority, or any body with jurisdiction over us; or if, in any other way, we consider such action necessary to protect our interests. However, if we refuse to provide the RemittVen Online Service (partially or fully) for any of the reasons cited above, where feasible, we will notify you and, except in the case of any legal impediment, we will explain the reason that has led us to do so. Notwithstanding the foregoing, the



alteration in the exchange rate will not be grounds for rejection (partially or totally) of a money transfer order.

- 3.3. We may be liable to you if we make a transaction on your behalf that you did not authorize us to make. We will refund the transaction amount as soon as possible and will not claim a refund of our expenses. If there is reasonable evidence of fraudulent activity on your part, our refund obligation will be suspended pending further investigation; such investigation, which could include the referral of transaction information to the authorities of the Executive Money Laundering Prevention Service.
- 3.4. We may be liable to you when we do not make or incorrectly execute a transaction that you authorize us to make. This means that we will refund the amount of the transaction, unless it has been due to a culpable or negligent action by the sender in accordance with the reasons listed in section 4.3. You have the right to claim a refund of all fees and interest to the extent that they have been charged or incurred in connection with a transaction not executed or executed incorrectly.
- 3.5. We assume no responsibility for:
 - 3.5.1. Damages arising from exceptional and unpredictable circumstances beyond our control, and which we could not avoid despite exercising due diligence. These include:
 - Failures in communication services over which we have no control;
 - Loss of data or transmission delays arising from the use of any internet service provider, or caused by any other software that we do not manage;
 - Viruses caused by third parties;
 - Failure of telecommunication lines, civil unrest, war or other events such as industrial actions or lockouts over which we have no control. This also applies to cases where RemittVen is bound by any order under Community, national, judicial or administrative law which it determines otherwise.
 - 3.5.2. Errors in RemittVen's online service caused by incomplete or incorrect information that you or a third party has transmitted to us;
 - 3.5.3. Any unauthorized use or interception of information prior to the remittven website;
 - 3.5.4. Incidental lost, indirect, special or consequential loss of business or costs, or expenses that the user suffers.
 - 3.5.5. You have damages or damages arising from the payment made to someone who turns you down, or who does not comply with your obligations to you.
- 3.6. Without prejudice to any prior agreement to initiate a money transfer order, we have no obligation to initiate or place a money transfer order if:
 - 3.6.1. We cannot obtain satisfactory evidence of your identity;
 - 3.6.2. We have reason to suspect that the transaction message is incorrect, illegal or false;
 - 3.6.3. You provide us with incorrect or incomplete information or if your transaction message does not reach us well in advance to allow a timely provision of the requested transaction; Or
 - 3.6.4. Your card issuer does not authorize the use of your bank card to make transaction payments or our fees.



3.6.5. We assume no liability for damages resulting from a non-payment or delay in payment of a money transfer order to a recipient subject to our liability if RemittVen's online service does not execute a transaction for any of the reasons set out in point 3.6.

3.6.6. We may partially or completely suspend the operation of the RemittVen website if, in our absolute discretion, we consider it appropriate to do so because of any circumstance beyond our control ("**events beyond our control**"). In the event that services are discontinued, by us or because of a third party, we will take steps to minimize the duration of such interruption.

4. **YOUR RESPONSIBILITY TO US**

4.1. You agree to pay our fees for each money transfer order you make through RemittVen's online service.

4.2. You must pay the basic amount of the money remittance order and our fees using a bank card or from your bank account, within two hours of requesting the remittance. You agree that we have the right to charge your card issuer the full amount of any money transfer order and our fees in connection with the transaction in question, or that amount will be sent money from your bank account to us before we place the order to send funds or any other transaction.

4.3. It states that:

4.3.1. The information provided to place an online money transfer order is true, accurate, up-to-date and complete;

4.3.2. You must share your transaction data only with the payee. You are required to ensure that no third party may gain unauthorized access to this information. We recommend that you only transfer money to beneficiaries you know personally.

4.3.3. You will not use the RemittVen Online Service in connection with any unlawful, fraudulent or disallowed purpose;

4.3.4. You will not place any funds order or any other transaction that violates these General Terms and Conditions of Contract or any other restrictions on use described on the RemittVen website;

4.3.5. You are personally responsible for the security of your password and access to your email account in accordance with clause 6 below.

4.4. In the event of loss, theft, copying, misuse or unauthorized use of transaction data (see point 4.3.b above), if you think we have made a transaction that you did not authorize us to make it, or if you believe that we have not made a transaction or have made it incorrectly, you must call [*] and notify us immediately after you become aware of such events. We will then investigate the matter and make a reasonable effort to fix the problem, recover the money or correct the data.

4.5. You further acknowledge and agree that we periodically provide information relating to you, as well as the services we provide to you, if necessary, to regulatory and governmental authorities or to agencies and entities when:

4.5.1. The law requires us; Or

4.5.2. If we believe that disclosure of such information may help prevent fraud, money laundering or other fraudulent activity.

5. **CUSTOMER SERVICE**



If you encounter any errors or have any problems with the RemittVen website or online service, please contact us by email.

6. PASSWORD AND SECURITY

Before the first money transfer order, you will be asked to provide a valid password and email address as the username. The password and username should not be used by anyone other than you. It is your responsibility to keep your password and username secure, as are all transactions made using your password or username. You agree to notify us immediately, by contacting us, of any unauthorized use of your password or username, as well as any other security breaches. As soon as you inform us that there has been an unauthorized use of your password or username, we will take the necessary steps to prevent the use of this information. We are not responsible for any loss or damage arising from the breach of your obligations under this paragraph. However, you have the right to claim a refund or refund to your card issuer if your bank card or bank account is used fraudulently.

7. INTELLECTUAL PROPERTY

- 7.1. RemittVen's website, content and related intellectual property (including copyrights, patents, database rights and service marks) are the property of RemittVen. The RemittVen website may only be used for the purposes permitted by these General Conditions of Contract. You are only authorized to view and save a copy of the content of the website for your personal use. You may not copy, publish, modify, create derivative works from, participate in the order for sending money or sale, posted on the Internet or, in any other way, distribute or exploit the Remittven website for your public or commercial use, without our prior written consent.
- 7.2. RemittVen does not grant any license to use or authorize any of its industrial and intellectual property rights or any other property or right related to its Website, unless expressly agreed with third parties.
- 7.3. Any reproduction, distribution, transformation, presentation, in whole or in part, of the content of the Website or any of its elements, directly or indirectly by telematic networks or similar media, is prohibited.
- 7.4. The rights not expressly granted above are reserved to RemittVen or, where applicable, to third party collaborators. All trade names, trademarks or distinctive signs, logos, symbols, mixed, figurative or nominative marks appearing on this website belong to RemittVen or have, upon authorization, the right of use thereof and are protected by the legislation in force in this regard.

8. PRIVACY AND DATA PROTECTION

- 8.1. For the purposes of Data Protection Act 2018, you are informed, and you expressly consent, that the personal data you provide to us will be processed by RemittVen, domiciled in [*], in order to manage this sending of money, as well as for activities in the area of customer service, the prevention of money laundering, for the purpose of compliance and verification, marketing, in order to verify your identity and your information provided in connection with a money-sending order and to prevent fraud or other illegal activity.



- 8.2. With regard to the user, by means of this document, you confirm and declare that you have made known and obtained your consent prior to the execution of the same so that the data that you provide us are processed by RemittVen, in order to manage the remittance to the beneficiary and have informed you of the rights that assist you.
- 8.3. You further represent that you have been informed that your personal data may be, with prior consent, processed for the purpose of sending you advertising or commercial communications about our products or services sending funds, through any means of communication, including email.
- 8.4. By completing and subscribing to the remittance services, you agree to our collection, use and transfer of your personal and beneficiary data for the purposes mentioned before.

9. RIGHT TO RESCIND OR CANCEL A MONEY SHIPPING ORDER

- 9.1. You do not have the right to cancel a money transfer order, as payment orders are irrevocable, without prejudice to article 52 of Royal Decree-Law 19/2018, of November 23, on payment services and other urgent financial measures, where applicable. If you wish to cancel the money sending order before the Beneficiary receives the funds, you can do so and request the refund of the amount of money corresponding to the order to send the funds, you can write us by attaching a copy of your completed form. We will work to process requests promptly, but in any case the maximum processing period for such requests will be 30 days.
- 9.2. If the money remittance order was not made correctly or did not arrive under circumstances other than the circumstances other than you failed to comply with identification or other obligations for which you are responsible, the money and our fee will be immediately refunded if any, after investigating the circumstances surrounding the execution of the money sending order.

10. FULL AGREEMENT

These general conditions of contract, together with all the documents referred to therein, constitute the general conditions of contract complete as between you and us; and supersede and terminate all prior agreements that you may have entered into with us.

11. DIVISIBILITY CLAUSE

In the event that one or more provisions of these general conditions of contract prove null, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

12. Complaints, APPLICABLE RIGHT, PLACE OF ACTION

12.1. We are committed to ensuring that you receive high quality service. In case you are not satisfied with our service or if you believe that an error has occurred with your money transfer order, please contact us as soon as possible. For more details about our consumer protection complaints or advice procedure, or to file a complaint, you can:

- Call us at our phone number: [*];
- Email us at: [*];



12.2. We will take care of your complaint promptly and impartially. We will do our best to resolve your claim as soon as possible. In the event that we believe we need more than usual time to resolve your claim, we will send you an acknowledgement of receipt within five business days and a final response letter will be sent to you within 8 weeks of receipt of your complaint.