

## Ria's Terms & Conditions – February 2017 Version 1

Euronet Payment Services Limited, a company incorporated in England with registered number 06975932 whose registered address is at 5<sup>th</sup> Floor North Block, 55 Baker Street, London, W1U 7EU is authorised by the Financial Conduct Authority (“FCA”) under the Payment Services Regulations 2009 (SI 2009 No. 209) (the “Regulations”) for the provision of payment services with FCA register number 504630 and trades under the name 'Ria' (hereinafter “we”, “our” or “us”). ASDA Stores Limited (“ASDA”) is registered with the FCA as our agent (with FCA register number 407914) in accordance with the Regulations. **For the avoidance of doubt, Euronet Payment Services Limited is the provider of Our Services (defined below) and neither ASDA nor any other person is the provider of Our Services.**

These terms and conditions (the “Terms and Conditions”) are applicable to and are available on our website [riamoneytransfer.asda.com](http://riamoneytransfer.asda.com) (“Our Website”). They explain many of your responsibilities to us and our responsibilities to you, how and when our agreement with you can be terminated and the extent of our liability to you. In addition, the Terms and Conditions and further information is available under the ‘FAQ’ section of [money.asda.com/money-transfer/](http://money.asda.com/money-transfer/) (the “ASDA Website”).

**YOUR ATTENTION IS DRAWN TO CLAUSE 15 OF THESE TERMS AND CONDITIONS WHICH SETS OUT THE CIRCUMSTANCES IN WHICH WE MAY TERMINATE OUR AGREEMENT WITH YOU PRIOR TO COMPLETION OF A PAYMENT TRANSACTION.**

**WHEN YOU REGISTER ON OUR WEBSITE AND BY USING ANY OF OUR SERVICES DESCRIBED IN THESE TERMS AND CONDITIONS, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS. PLEASE DO NOT USE ANY OF OUR SERVICES IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT AND IT IS IMPORTANT THAT YOU TAKE THE TIME TO READ THEM CAREFULLY.**

### 1. OVERVIEW

These Terms and Conditions govern the provision, carried out by us, of payment services consisting of the execution of payment transactions ordered by you through Our Website. These Terms and Conditions shall apply to your use of Our Website where you instruct us to perform, and we agree to perform, for you any of our internet payment transaction services, including all content, functionality and services offered through it.

Our obligations under these Terms and Conditions are conditional upon our acceptance of you as a user, which is at our sole discretion and we reserve the right to decline to provide Our Services to you without specifying a reason. You must promptly supply us with all information and documentation which we may ask you for at any time to enable us to comply with any legal requirements on us relating to Our Services, including as required by anti-money laundering and anti-terrorist financing regulation, and you consent to us contacting you for these purposes.

### 2. DEFINITIONS

The following terms used throughout these Terms and Conditions shall have the meaning and scope indicated below:

- “ASDA” is defined in the paragraph headed ‘Introduction’ above.
- “ASDA Website” is defined in the paragraph headed ‘Introduction’ above.
- “Business Day” means 9am to 4.30pm GMT Monday to Friday excluding Bank Holidays and Public Holidays in England.
- “Our Services” means our money transfer services.
- “Our Website” is defined in the paragraph headed ‘Introduction’ above.

- **"Paying Agent"** means a natural person or a legal entity acting as a third-party provider of payment services or an agent acting on our behalf, who pays out a Payment Transaction initiated by you in the destination country identified by you.
- **"Payment Order"** means all instructions submitted by you to us requesting the execution of a Payment Transaction.
- **"Payment Transaction"** means the transfer of money to a Recipient.
- **"Recipient"** means the individual designated by you as the receiver of the Payment Transaction, who is a natural person and acceptable to us, and who receives the money transfer via a designated Paying Agent.
- **"Regulations"** is defined in the paragraph headed 'Introduction' above.
- The terms **"you"**, **"yours"**, and **"user"** means you the person who is contracting with us for the provision of Our Services.

### 3. **FORMATION OF CONTRACT**

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

### 4. **CHANGES**

We may amend these Terms and Conditions from time to time, for example in order to comply with changes in the law or regulatory requirements or due to changes in market conditions.

If we make any change to these Terms and Conditions, we will do so by email and/or by post and/or by placing the revised version of these Terms and Conditions on Our Website. We will also inform you of the date from which any change is to take effect (the **"Effective Date"**). If you wish to receive a written copy of these Terms and Conditions by post, we will send to the postal address we hold for you upon request.

Changes that we make to these Terms and Conditions will normally only apply to Payment Orders entered into after the Effective Date but will also apply to Payment Orders entered into before the Effective Date where we are required to make them do so by law or regulatory requirements. In any event, and for the avoidance of doubt, the updated version of these Terms and Conditions shall supersede the previous version.

We do not guarantee that Our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Our Website for business and operational reasons. We will try to give you reasonable notice (for example by posting a message on Our Website) of any scheduled suspension or withdrawal.

### 5. **ACCESS TO OUR WEBSITE**

By using Our Website, you represent and warrant that you are 18 years or older and of legal age to enter into a binding contract with us. If it comes to our attention through reliable means that a user is under 18 years of age, we will cancel that user's account and will delete all information regarding such user from our system and records.

Upon our acceptance of you as a user and completion of our new client registration form we will provide you with access codes to Our Website which consist of a user name and a password which you can change by following the instructions set out on Our Website (the **"Access Codes"**). You will be able to access Our Services via Our Website by correctly entering your Access Codes but in no other circumstances. Your Access Codes are strictly confidential, personal and non-transferable. It is your responsibility to ensure that Our Website is only accessed by you and that you keep your Access Codes and any other security features associated with your access to Our Website safe and secure. Subject to the Regulations you shall be responsible for damages caused to us as a consequence of

unauthorised use of such Access Codes by third parties. If you become aware or have any suspicion that your Access Codes are no longer confidential or have been compromised in any way then you must contact us immediately. Any undue delay in contacting us may affect the security of Our Services and / or result in you being liable for any losses as a result.

You agree to ensure that you exit from Our Website at the end of each session. You should use particular caution when using your Access Codes to access Our Website from a public or shared computer so that others are not able to view or record your Access Codes. We reserve the right to disable any user name and/or password, whether chosen by you or provided by us, at our sole discretion for any or no reason, including if, in our opinion, you have failed to comply with any provision of these Terms and Conditions.

## **6. REQUIRED HARDWARE AND SOFTWARE**

You must provide and / or obtain any equipment or telecommunications lines including a computer or device and an operating system and a printer to print out and retain records on paper, in electronic storage or on other durable medium, as may be necessary for you to use Our Services. You acknowledge that certain software and equipment used by you may not be capable of supporting certain features of Our Services. You should print out and retain a copy of all of the notices, disclosures and statements we send to you electronically.

By "current version," we mean a version of the software that is being supported and is compatible with Our Website at any given time.

We reserve the right to discontinue support of a current version of software if, in our opinion, it suffers from a security or other flaw that makes it unsuitable for use with Our Services.

We reserve the right, at our sole discretion, to communicate with you via the post.

We are not responsible for the content, policies, goods or services of any other persons or websites linked to or accessible via Our Website. The existence of any link to any other website does not constitute an endorsement of or association with any such website or any person operating any such website. Any reliance on any content, policies or services of any other persons or websites is at your sole risk. Any queries, concerns or complaints concerning such websites should be directed to the persons responsible for their operation.

You may bookmark Our Website or add it to your favourites, but you must not create a link to any part of Our Website or in any way suggest any form of association, approval or endorsement on our part where none exists.

## **7. ISSUE OF PAYMENT ORDERS THROUGH OUR WEBSITE**

Subject to these Terms and Conditions you will be able to use Our Services by logging into Our Website and giving us your Payment Orders, which are available for Payment Transactions to a wide choice of destination countries and in a wide choice of currencies as set out from time to time on Our Website.

Payment Orders must include such information as we from time to time determine that we require in order to provide Our Services to you including the following information:

- Name and other details identifying the Recipient.
- Destination country of the Payment Transaction.
- Amount and currency of the Payment Transaction.
- In case of a Payment Transaction to a Recipient's bank account, the IBAN code (International Bank Account Number) when such bank account has an IBAN code, or the bank account code as corresponds in each case.

We will only accept a Payment Order which is given to us through Our Website. Your instruction to perform a Payment Transaction will be treated by us as your consent to us to go ahead with and our authorisation to perform that Payment Transaction.

Further information and explanation about the steps you need to take to ask us to perform a Payment Transaction for you will be given to you when you ask us to do this and can be found under the 'FAQ' section of the ASDA Website.

Before we execute any Payment Order, you must ensure that we have received the amount of funds which we tell you are required for the Payment Transaction to proceed in cleared funds immediately available to us either by bank transfer or by payment made by debit card. Please note we do not provide credit and are not able to advance any amount to cover any amount of a Payment Transaction.

We accept the following designated methods of payment to us for the execution of Payment Transactions pursuant to Payment Orders (initiated by you through Our Website):

- Payment by debit card: You must authorise your card issuer to transfer funds required to be received by us for the Payment Transaction so that: (i) funds so required for the Payment Transaction to proceed are charged to the account linked to your card; and (ii) we receive an authorisation from the third party merchant acquiring provider and subsequently receive the transfer funds required to be received by us.
- Payment by bank transfer: You must authorise your bank or credit institution through online banking to transfer funds required to be received by us for the Payment Transaction to proceed from an account which must be an account held in your name. You can check the list of banks and credit institutions available for this method of transfer of funds to us through the third-party portal we use for bank transfers, which list may change at any time without prior notice to you.

You are responsible for ensuring that your designated payment method has sufficient funds available to ensure that the funds required for the Payment Transaction to proceed are received by us and received by us on time.

You acknowledge and agree that all Payment Transactions authorised by you are subject to all applicable UK and foreign laws and regulation.

Your card issuer and/or your bank or credit institution will also have terms and conditions that apply to your use of your card or bank account and you must refer to such agreement(s) when making the funds required for the Payment Transaction to proceed available to us as such terms and conditions which may include the application of fees and charges and other terms and conditions imposed by your card issuer and/or your bank or credit institution.

## 8. CURRENCY EXCHANGE

If you ask us to execute a Payment Order for a Payment Transaction in favour of a Recipient in a currency other than pounds sterling then we will apply an exchange rate in addition to any service charge and we will tell you what this exchange rate is.

For further information about the price calculator (setting out available currencies and countries and exchange rates), payout locations and customer fee and exchange rates, please consult Our Website.

## 9. PAYMENT TRANSACTION EXECUTION

If we receive a Payment Order by 3.00pm (GMT) on a Business Day, the Payment Order will be deemed to have been received by us on that Business Day. If a Payment Order is received by us after 3.00pm (GMT) on a Business Day or on a day that is not a Business Day, the Payment Order will be deemed to have been received on the next Business Day.

Once a Payment Order is received by us it shall be irrevocable except to the extent that it may be withdrawn by you as provided for in the Regulations and as set out in clause 17.

If we proceed to execute a Payment Order based on incorrect details received by us from you then we will not be liable for any losses incurred, although we will attempt to assist in the recovery of the payment amount and we reserve the right to charge you a fee to cover our reasonable costs for doing this.

Subject to the Regulations we may, in our sole discretion, refuse to proceed with a Payment Transaction. Examples of when we may refuse to proceed with a Payment Transaction are set out in clause 14 and also include:

- Where the intended Recipient is anyone other than a natural person.
- Where we are required to do so under applicable anti-money laundering or terrorist financing legislation and /or where we know or suspect the Payment Transaction may be unlawful (including for instances of fraud).
- You have failed to provide us with sufficient, satisfactory and reliable evidence of your identity or any other information we require in relation to a Payment Transaction.
- Where we know or suspect that the Payment Order requested by you contains errors or is not authorised by you.
- Receipt of a Payment Order by us in circumstances where there is insufficient time for us to ensure the execution of the requested Payment Transaction by the requested time.
- You have failed to provide us the amount of the funds which we tell you are required for the Payment Transaction to proceed in cleared funds immediately available to us.
- You are in breach of an obligation under these Terms and Conditions including an obligation to pay our fees.

We reserve the right not to accept or allow payments from or to, either directly or indirectly, certain countries which we have determined, acting in our sole discretion, are high risk to our business or involve a higher level of complexity for us in carrying out our anti-money laundering or anti-terrorist financing legislation transaction monitoring process.

We further reserve the right to request additional information from you, including information on the Recipient, where payments are to be made to certain countries acting in our sole discretion.

If we refuse to proceed with the execution of a Payment Order in accordance with these Terms and Conditions we will prior to the end of the Business Day following receipt of the Payment Order tell you and where it is possible and lawful for us to do this we will tell you the reasons for this and how to rectify the situation in the case of incorrect information you have provided to us or failed to provide to us.

Once a Payment Order has been accepted by us in accordance with these Terms and Conditions then we shall provide you with the following information, without any undue delay, in electronic format.

- (a) A reference number enabling you to identify the Payment Transaction and the Recipient.
- (b) The amount of the Payment Transaction stated in the currency used in the Payment Order.

- (c) Information about the amount of any fees related to the Payment Transaction that you must pay to us.
- (d) If a transaction involves currency exchange, the exchange rate used by us for the transaction by us and the amount of the Payment Transaction after this currency conversion.
- (e) The date we received the Payment Order.

Where a Payment Order is governed by the Regulations we shall proceed with the execution of the Payment Order within a maximum execution time of the end of the second Business Day after the date we have received your Payment Order or the date on which you have made the required cleared funds immediately available to us (whichever is the later date).

Once the Payment Transaction has been confirmed you will automatically receive an e-mail notification at the address provided by you to us confirming submission of the Payment Transaction. Once the Payment Transaction has been executed by us you will also receive e-mail notifications at the address provided by you to us confirming (i) when the funds have arrived at the Paying Agent and (ii) when the funds have been collected by the Recipient. If a Payment Transaction is not paid to a Recipient within 21 or 30 days (depending on the relevant Paying Agent involved in the Payment Transaction), we will automatically cancel the Payment Transaction and notify you accordingly. Thereafter, the funds comprising the Payment Transaction will not be available for collection by the Recipient and will be held by us on trust and you should contact us to arrange reimbursement (which shall be via the same payment method you used to fund the Payment Transaction).

#### 10. **UNAUTHORISED PAYMENT TRANSACTIONS**

We may be liable to you under the Regulations where we perform a Payment Transaction for you that you did not authorise us to perform.

Where you believe we may have performed a Payment Transaction you did not authorise us to perform, you should let us know as soon as possible via the contact details set out at clause 25 below. We will then investigate the matter.

Subject to the paragraphs below, where we have performed such a Payment Transaction, we will immediately refund to you in full the amount of that Payment Transaction.

You will not be entitled to any such refund:

- if you do not inform us by notice in writing without undue delay (and in any event not later than 13 months after the date on which the unauthorised Payment Transaction was made) on your becoming aware that an unauthorised Payment Transaction may have occurred; or
- if the Payment Transaction was authorised by you.

You will be liable to us for all losses which we suffer or incur relating to any fraud or fraudulent activity by you at any time.

#### 11. **NON-EXECUTION OR FAULTY EXECUTION OF PAYMENT TRANSACTIONS**

We may be liable to you under the Regulations where we fail to perform or incorrectly perform any Payment Transaction that you authorised us to perform.

Where you believe we may have failed to perform or incorrectly performed such a Payment Transaction, you should let us know as soon as possible and, if you request, we will make immediate efforts to investigate the matter and let you know the outcome of our investigation.

Subject to the paragraphs below, where we have failed to perform or incorrectly performed such a Payment Transaction, we will without undue delay make good and correct the error

and deliver the amount of the unperformed or incorrectly performed Payment Transaction as originally instructed.

You will not be entitled to the remedy mentioned above:

- if you do not inform us by notice in writing without undue delay (and in any event not later than 13 months after the date on which the incorrect Payment Transaction was performed) on your becoming aware that failure by us to perform a Payment Transaction authorised by you or incorrect performance by us of a Payment Transaction authorised by you may have occurred; or
- where we are able to show that the authorised amount was received at the appropriate time by the Recipient; or
- if the failure to perform or incorrect performance was due to you providing us with incomplete or incorrect information or was otherwise due to your fault.

We will have no liability to you for failure to perform or incorrect performance of a Payment Transaction where the reason for this was our refusal to proceed with that Payment Transaction or any part of it.

## 12. FEES

Registration on Our Website and subsequent use of Our Services will incur the fees from time to time set out on Our Website which will be charged to the debit card or bank account you identify as the payment method for your Payment Transaction together with costs as provided for in these Terms and Conditions.

In accordance with the Regulations and before execution of a Payment Order we shall provide information regarding the fees and costs and any applicable exchange rates by means of a communication sent to your e-mail address provided by you or through Our Website.

In addition to any fees charged by us a Payment Transaction may be subject to other fees and costs and exchange rates payable to other parties for example banks and other payment institutions involved in the Payment Transaction as well as deductions that may apply (for example for tax reasons) as required by the authorities of the destination country of the Payment Transaction. The amount that we deduct will be no more than the amount of our legal liability.

If you use your mobile phone in connection with a Payment Transaction you are also responsible for any fees that your phone service provider charges, such as fees for SMS, data services, and any other fees that your phone service provider may charge.

## 13. SET OFF

You agree that we may set off any amount you owe us against any sums owed by us to you.

## 14. PAYMENT TRANSACTION RESTRICTIONS

We reserve the right, at our sole discretion, to: (i) refuse to process a Payment Transaction; (ii) limit the amount of a Payment Transaction; (iii) require additional information to complete a Payment Transaction; and/or (iv) take reasonable measures with respect to a Payment Transaction where in our opinion this is necessary to comply with applicable laws and regulations including where we have concerns about the identity of persons involved in the Payment Transaction.

Our Services are offered only for your personal Payment Transaction needs and you agree not to use or attempt to use or allow any third party to use Our Services for any other purpose including commercial purposes or promotion of products and services whether directly or indirectly. You further agree not to use Our Services on behalf of any other party.

Our Services are subject to such transactional restrictions as we may from time to time in our sole discretion impose including as to the maximum amount of Payment Transactions and destination countries and available currencies.

#### 15. **TERMINATION**

We may terminate these Terms and Conditions and/or suspend Our Services to you immediately:

- where you do not provide us with all the details we require to perform a Payment Transaction for you;
- where it becomes unlawful for us to continue to provide you with Our Services or we are required to do so by law, by any court of competent jurisdiction or by any governmental or regulatory body which authorises us to perform Our Services;
- following a material breach by you of any of these Terms and Conditions or in the event that we discover or have reasonable cause to suspect any crime, fraud, fraudulent activity or money laundering by you;
- in the event that you die, become of unsound mind, become unable to pay your debts as and when they fall due, a petition in bankruptcy is presented against you, you are declared bankrupt, you become insolvent, you enter into an individual voluntary arrangement or go into liquidation or are subjected to any similar event;
- as provided for in clause 18 (Changes Beyond our Control).

The provisions of this clause 15 (Termination) and clauses 18 (Changes beyond our Control), 21 (Personal Data Protection), 27 (Applicable Law and Jurisdiction), 22 (Limitation of Liability) 28 (Third Party Rights) and 33 (Entire Agreement) shall survive the termination or expiry of these Terms and Conditions for any reason.

#### 16. **ACCEPTABLE PURPOSE**

We reserve the right, in our sole discretion, to impose 'acceptable purpose' terms in relation to the provision of Our Services including the prohibition of certain categories of Payment Orders. Some information regarding 'acceptable purpose' terms can be found under the 'FAQ' section of the ASDA Website.

We will report any suspicious activity to the relevant law enforcement agency.

If any Payment Transaction is conducted or attempted to be conducted in breach of the acceptable purpose prohibitions applicable from time to time we reserve the right to reverse the Payment Transaction, and/or close or suspend your use of Our Services and / or report the transaction to the relevant law enforcement agency and/or claim damages from you.

#### 17. **RIGHT TO WITHDRAW**

Where you have authorised us to perform a Payment Transaction, we will go ahead with that Payment Transaction unless:

- you provide us with clear instructions that you no longer wish to proceed with that Payment Transaction by either modifying the Payment Transaction in your customer dashboard (which is accessible via your account on Our Website) or by calling our customer service team at the telephone number set out at clause 25 below in all cases provided such instructions are received by us not later than 4.30pm GMT on the last Business Day before the day that Payment Transaction is due to take place. For the avoidance of doubt, if the Payment Transaction has already been paid out to your Recipient you may not subsequently withdraw your consent to the Payment Transaction and if your instructions are unclear we may elect to treat your consent

to the Payment Transaction as not being withdrawn and we may proceed with the Payment Transaction; or

- we agree in writing with you that we will not do so,

(each a “**Cancellation**”)

Notwithstanding the above, if you provide us with clear instructions that you no longer wish to proceed with a Payment Transaction other than in the circumstances described above, we will attempt to cancel the Payment Transaction prior to the Payment Transaction being paid out to the Recipient. We will not however be liable for any losses incurred and we reserve the right to charge you a fee to cover our reasonable costs for doing this.

In the event of a Cancellation and where you do not give us clear instructions in writing to carry out an alternative Payment Transaction for you within 10 (ten) days of the date of the Cancellation we reserve the right to treat these Terms and Conditions as terminated by you and the provisions of clause 15 will apply.

## 18. **CHANGES BEYOND OUR CONTROL**

We are not liable to you if we are unable to perform any of our obligations to you or our performance of any of our obligations is delayed due to any circumstances outside of our reasonable control, including (without limitation) any industrial action, labour dispute, act of God, fire, flood or storm, war, riot, civil commotion, siege, security alert, act of terrorism or any resulting precautionary measures taken, act of vandalism, sabotage, virus, malicious damage, compliance with any statute, statutory provision, law, governmental or court order, the actions or instructions of the police or of any governmental or regulatory body which authorises us to perform Our Services, cut or failure of power, failure of equipment, systems or software or internet interconnectivity or the occurrence of any extraordinary fluctuation in any financial market that may materially adversely affect our ability to perform Our Services. If any of these circumstances occur then these Terms and Conditions shall be suspended for the period during which they continue or, at our discretion and in order to protect both you and us, we may terminate these Terms and Conditions.

## 19. **NOTIFICATIONS AND ELECTRONIC COMMUNICATIONS**

### (1) Scope of your consent to receive electronic notifications and communications

As part of your relationship with us, you may receive electronic notifications and communications in writing related to Our Services. In the light of our commitment to protecting the environment and to facilitate the use of Our Services, please be informed that such electronic notifications and communications will be carried out in electronic form. To this end, and to the extent permitted by applicable law at any given time, you agree to receive in electronic format all information that we would otherwise be required to provide to you in paper form, including, but not limited to: email confirmation of pick-up of a Payment Transaction, these Terms and Conditions, any updates or changes in these Terms and Conditions, and other informational mailings regarding the same.

### (2) Keeping your e-mail and any electronic address current with us

You must keep your e-mail address and any other electronic address current in our system.

In order to ensure that we are able to provide notices, disclosures and statements to you electronically, you must notify us of any change in your e-mail or other electronic address. You may update the e-mail address we have on record for you through Our Website.

## 20. **INTELLECTUAL PROPERTY**

Our Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, graphics, video and audio, and the design, selection and arrangement thereof), are owned by us, the Euronet Worldwide Inc. group (a group to which we belong) (“**Our Group**”) and / or our / their licensors or other providers of

such material. They are protected by UK, EU, and international laws governing copyright, trademark, patent, trade secret and other intellectual property or proprietary rights.

You are permitted to use Our Website for your personal, non-commercial use only. You must not copy, modify, create derivative works of, publicly show, publicly display, republish, download, store or transmit any of the material on our site, except to: (a) save copies of such materials temporarily in Random Access Memory; (b) store files that are automatically cached by your web browser for display enhancement purposes; and (c) print a reasonable number of pages of Our Website for a permitted use.

You must not: (a) modify copies of any materials from Our Website; or (b) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site. You must not use any images, graphics, video or audio separately from any accompanying text.

You must not reproduce, sell or exploit for any commercial purposes any part of Our Website, access to Our Website or use of Our Website or any services or materials available through Our Website.

If you print, copy, modify, download or otherwise use any part of Our Website in breach of the Terms and Conditions, your right to use Our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in Our Website or any content on the site is transferred to you, and we, our licensors, along with any of the companies that form part of Our Group and their licensors, all reserve all rights not expressly granted. Any use of Our Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark and other laws.

## **21. PERSONAL DATA PROTECTION**

Our Privacy Policy (available by clicking on the “Privacy Policy” link on Our Website) sets out the terms on which we process any personal data we collect from you, or that you otherwise provide to us. By using Our Website, you consent to such processing and you represent and warrant that all data provided by you is accurate.

## **22. LIMITATION OF LIABILITY**

Our total liability to you in connection with a Payment Transaction is limited to the full amount of the Payment Transaction together with any charges for which you may be responsible and any interest which you may be required to pay as a consequence of any non-performance or incorrect performance by us of the Payment Transaction.

If we contravene any requirements imposed on us under Part 6 of the Regulations (which sets out certain obligations on us as a payment service provider, including relating to unauthorised, unperformed and incorrectly performed Payment Transactions), we will not be liable to you where this is due to abnormal and unforeseeable consequences beyond our control, the consequences of which would have been unavoidable despite all efforts by us to the contrary or where this is due to other obligations imposed on us under other provisions of European Community or national law.

We will accept all liability if something we do causes death or injury caused by our negligence or the negligence of our employees or agent. We will also accept all liability for fraudulent misrepresentation and any other liability that cannot be excluded by law.

## **23. RESPONSIBILITY FOR LOSSES**

You shall be responsible for any losses, expenses or other costs incurred by us, our affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal fees) which result from your breach of these Terms and Conditions or your use of Our Website, including, without

limitation, any use of Our Website content or Our Services other than as expressly authorised in these Terms and Conditions or your use of any information obtained from Our Website, or your negligence, fraud or wilful misconduct.

#### **24. DISCLAIMER OF WARRANTIES**

You must not misuse Our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our Website, the server on which Our Website is stored or any server, computer or database connected to Our Website. You must not attack Our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Our Website will cease immediately.

Your use of Our Website, its content and Our Services obtained through Our Website is at your own risk. Insofar as is permitted in law: (a) Our Website, its content and Our Services obtained through Our Website are provided on an "as is" and "as available" basis, without any representations, warranties or guarantees of any kind, either expressed or implied; and (b) neither we nor any person associated with us makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, timeliness or availability of Our Website. Without prejudice to the foregoing, except to the extent required by law, neither we nor anyone associated with us represents or warrants that Our Website, its content or any services or items obtained through Our Website will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that Our Website or the server(s) that makes it available are free of viruses or other harmful components or that Our Website or any services or items obtained through Our Website will otherwise meet your needs or expectations. By means of this clause 24, we hereby disclaim all warranties of any kind, either express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law including under the Consumer Rights Act 2015.

#### **25. CUSTOMER SERVICE**

We value all our customers and take our obligations seriously. You may contact our customer services team in relation to Our Services by telephone at 0800 085 5272, by email to [asdmoneytransfer@riafinancial.com](mailto:asdmoneytransfer@riafinancial.com) or by post to FAO Customer Services Department, Ria Financial Services, Edificio Amura, Calle Cantabria 2, Alcobendas 28108, Madrid, Spain.

We have established internal procedures for investigating any complaint that may be made against us. In accordance with our complaints procedure, any complaint you may make must be made or confirmed to us in writing to FAO Compliance Department, Ria / Euronet Payment Services Limited, 5th Floor, North Block, 55 Baker Street, London, W1U 7EU.

If you would like further details of our complaints policy refer to the Complaints Policy on Our Website. If you are still dissatisfied following our response to any complaint, you have a right to refer your complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Further information about making a complaint to the Financial Ombudsman Service can be accessed at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

#### **26. GEOGRAPHIC RESTRICTIONS**

We provide Our Website for use only by persons located in the UK. We make no claims that Our Website or any of its content is accessible or appropriate outside of the UK. Access to Our Website may not be legal if made by certain persons or in certain countries. If you access Our Website from outside the UK, you are in breach of these Terms and Conditions and are fully responsible for your actions, including full responsibility for compliance with applicable foreign laws. We may suspend or terminate your service, at our sole discretion, if you access or attempt to access Our Website from outside of the UK.

**27. APPLICABLE LAW AND JURISDICTION**

Please note that these Terms and Conditions, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. These Terms and Conditions do not affect your statutory rights as a consumer, further details of which can be found by accessing the website of the FCA at [www.fca.org.uk/consumers](http://www.fca.org.uk/consumers).

**28. THIRD PARTY RIGHTS**

The Contract (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions. This means that only you and we have any rights, obligations or privileges under these Terms and Conditions and no-one other than you or we can enforce any of the terms or take any action under these Terms and Conditions.

**29. SEVERABILITY**

If any court of competent jurisdiction finds that any part of these Terms and Conditions is invalid, unlawful or unenforceable for any reason those parts (to the extent possible) shall be deleted from these Terms and Conditions and the remaining parts (to the extent possible) shall remain in force and continue to be binding on you and us.

**30. NO WAIVER**

No failure to enforce or delay in enforcing any right or remedy available to you or us under these Terms and Conditions (including as provided for in these Terms and Conditions or otherwise available under English law) will mean that you or we cannot exercise any such right or remedy at a later date.

**31. ASSIGNMENT**

You may not assign, transfer, charge or dispose of these Terms and Conditions or any of your obligations, rights or privileges under these Terms and Conditions to any other person at any time without our prior consent in writing.

We may assign, transfer, charge or dispose of these Terms and Conditions in whole or in part or any of our obligations, rights or privileges to any other person at any time, but we will take appropriate steps to try to ensure that doing so will not harm any of your rights under these Terms and Conditions.

**32. RIGHT TO RECEIVE A FRAMEWORK AGREEMENT**

In accordance with the Regulations you shall have the right to receive the framework agreement at any point of the contractual relationship, on paper or any other durable medium and we confirm that these Terms and Conditions are the framework agreement.

**33. ENTIRE AGREEMENT**

We intend to rely on these Terms and Conditions. Neither we nor you may alter these Terms and Conditions without the agreement of the other (other than as provided for in clause 4 above). This clause 33 does not exclude any liability for fraud, or prevent any claim for fraud or fraudulent misrepresentation nor exclude any liability for any matter which cannot be excluded under the Consumer Rights Act 2015.

**34. TRADEMARKS**

The name(s) Ria, Ria financial services and Ria money transfer and all names, logos, names of products and services, designs and related slogans are registered trademarks belonging to us, Our Group, or its subsidiaries or other licence holders (as the case may be). You may not use these trademarks without our prior written consent. All other names, trademarks and

signs shall be used exclusively for identification purposes and they are registered trademarks of their respective owners.