Framework Terms & Conditions

September 2024



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1. MONEY TRANSFER SERVICE

- 1.1 These Terms and Conditions govern the money transfer service provided by **One Money Mail Limited** (the "Firm"). The registered office is at 60 The Mall, Ealing Broadway, London W5 3TA, with Company Registration No. 5031907. These Terms outline the framework for ongoing business relationships where payment transactions will be made through a money transfer account with us.
- 1.2 We operate money transmission services primarily for sending money transfers to Poland. The services include:
 - **Retail Money Remittance Service**: Money transfers under £5,000 to be received in cash or a bank account.
 - **High Value Money Transfer Service**: Money transfers of £5,000 or more.
 - Foreign Exchange and Onward Transfer: Currency exchange plus fund transmission.
- 1.3 We do not accept transfers originating in cash. Money transfers must be credited to the payee's bank account. Transfers to e-wallets may be paid out in cash, with appropriate identification required.

2. COMMUNICATIONS

- 2.1 We may accept instructions electronically or via telephone, depending on which forms we agree to.
- 2.2 Keep in mind that communication methods such as email and phone may lack sufficient security or password protection. If you use these methods, we advise:
 - Against using mobile or cordless phones for sensitive matters.
 - Not letting others view your personal details in public.
 - Avoiding email for confidential information.
- 2.3 We may decline to act on unclear or dubious instructions. We reserve the right to validate communications or query them before executing payment instructions.

3. RELATIONSHIP

- 3.1 We provide money transmission services with care and skill, but your payments do not accrue interest, nor are they protected by any compensation scheme.
- 3.2 You must keep your security details confidential and notify us immediately of any breach.
- 3.3 You are required to provide any information or evidence necessary to fulfil our compliance responsibilities, including anti-money laundering (AML) requirements. The Client must comply with all applicable anti-money laundering regulations, including but not limited to providing up-to-date Know Your Customer (KYC) information, adhering to customer due diligence (CDD) procedures, and cooperating with enhanced due diligence (EDD) measures when required by the Firm.

3.4 You must promptly inform us of any changes to your business details, including ownership, address, or operations. Failure to do so may lead to the suspension or termination of services.

4. FEES, CHARGES, AND EXCHANGE RATES

- 4.1 Our fees are outlined in our charge's brochure, available at our branches, agents, or website.
- 4.2 We reserve the right to change charges, notifying you two months in advance.
- 4.3 Exchange rates for payment transactions will be provided on our website or through direct inquiry. Currency conversions are executed at the time of transfer.

5. PAYMENT TRANSACTIONS

- 5.1 To execute a payment transaction, you must provide accurate payee details (e.g., sort code, account number, SWIFT/BIC, IBAN).
- 5.2 You must consent to each transaction by providing a signed and completed order form.
- 5.3 We are required to screen transfers against government lists to prevent illegal activities.

For Corporate Clients - Business Account Use:

- 5.4 The account is strictly for business purposes and cannot be used for personal transfers, including to the account holder's personal account. For personal transfers, clients should contact our sales team to open a retail account. Misuse of the business account for personal transactions will be considered a breach of terms and may result in service termination.
- 5.5 For transactions exceeding designated thresholds, clients must provide supporting documents, including invoices and proof of Source of Funds (SOF). Non-compliance may lead to delays or service termination.
- 5.6 Transactions above a specific value will require enhanced due diligence. Clients will be notified of these thresholds, and relevant documents must be provided for compliance with anti-money laundering regulations.

The Firm reserves the right to conduct ongoing transaction monitoring and risk assessments. Highrisk customers, as defined by the Firm's risk management policies, will be subject to enhanced due diligence measures, including but not limited to requests for additional documentation, ongoing verification, and scrutiny of transaction patterns.

Acceptable forms of Source of Funds documentation may include bank statements, tax returns, employment contracts, or other relevant financial documents. The Firm may request such documentation at any time for any transaction, especially those that are unusually large or fall outside the customer's typical transaction pattern.

Failure to comply with the Firm's AML policies may result in immediate suspension or termination of

the account. The Firm reserves the right to freeze funds or report suspicious activity to law enforcement or regulatory bodies as required by law.

Permitted Transactions:

- B2B Transactions Only: Your account is designated for business-to-business (B2B) transactions only.
- Copy of Invoices may be Required for Specific Transactions:
 - o For any new beneficiary's first transaction.
 - o For one-off transactions of £20,000 or more (plus Source of Funds).
 - For cumulative transactions of £50,000 or more within 90 days (plus Source of Funds)
- B2B Transactions Must Align with Your Business: All transactions should be related to your industry or business activities.
- Sending to Individuals: You may send payments to individuals only if they provide business services (e.g., lawyers, consultants) and an invoice must be provided for each transaction.

Prohibited Transactions:

Transactions with Politically Exposed Persons (PEPs), sanctioned entities, or individuals appearing on government watchlists are strictly prohibited. The Firm reserves the right to freeze accounts or transactions that trigger AML red flags pending investigation and, if necessary, report suspicious activity to the relevant authorities.

- No Payments to Individuals for Personal Reasons: Personal transactions to individuals are not allowed.
- No Payments on Behalf of Third Parties: You cannot send payments on behalf of third parties.
- No Personal Bills: Your B2B account cannot be used to pay personal bills.

Personal Transactions:

If you need to make personal transactions, please contact your Account Manager via phoneline. We will assist you in setting up a VIP Individual Account with the same competitive exchange rates, ensuring a smooth and seamless transition for personal transactions.

Please note that personal transactions must not be paid from your business card or business bank account, as this is not permitted by law.

Failure to comply with these terms may result in the suspension or termination of your B2B account, and any new transactions will not be processed.

<u>B2B customers are allowed to send B2B Transactions Only:</u>

- B2B Transactions needs to be related to the business industry (Legitimate Transactions
- Transaction Purpose must be provided for every transaction.
- If B2B is sending transaction to Individuals will be only allowed if they offer a Business Services to their company and an Invoice for each transaction needs to be provided. (Such as Lawyer, Consultant) Those services need to be offer for the company and not personally.

B2B customers are strictly prohibited from:

- Making transactions to individuals.
- Conducting transactions on behalf of third parties.
- Using the account to pay personal bills.

Failure to adhere to these Terms and Conditions may result in the termination of your B2B relationship, and future transactions will be blocked.

6. LIABILITY AND REFUNDS

- 6.1 Your liability for unauthorized payment transactions is limited to £35, unless fraud or gross negligence applies.
- 6.2 You must notify us within 13 months of any unauthorized or incorrect transactions.

7. MODIFICATIONS TO TERMS AND CONDITIONS; TERMINATION

- 7.1 We reserve the right to modify the Terms and Conditions, notifying you two months in advance.
- 7.7 You may terminate the agreement with one month's notice, at no charge after six months of commencement.
- 7.9 If you wish to cancel, you have 14 days from the agreement's commencement to do so, with conditions.

8. GENERAL

- 8.1 Termination of the agreement does not affect rights and obligations accrued at the date of termination.
- 8.3 If any provision in these Terms is found to be invalid or unenforceable, the remaining provisions will continue to apply.

9. GOVERNING LAW AND JURISDICTION

9.1 These Terms are governed by English law, and any disputes will be settled by English courts.

10. HELP AND INFORMATION; COMPLAINTS

| 10.1 For any queries, or to obtain a copy of these Terms, contact us using the details provided. |
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| 10.2 If you are dissatisfied with our service, please refer to our Complaints Policy. Complaints can be referred to the Financial Ombudsman Service if unresolved. |
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