



## Our Agreement with you

You may know Zepz (we/us/our) by our brand names (such as WorldRemit and Sendwave). Whenever we refer to Zepz, we mean all of Zepz's brands and the companies in its group.

### What are our "channels"?

Our channels (**Channels**) include any websites, mobile applications and interfaces used to offer our services.

Our Agreement is made up of:

The Terms		
<b>Section 1:</b>	<b>General Terms</b>	These are the Terms that explain our overall responsibilities to each other.
<b>Section 2:</b>	<b>Service Specific Terms</b>	These are the terms that are specific to each service we offer. For example, they include how you can cancel a money transfer.
<b>Section 3:</b>	<b>Jurisdictional Terms</b>	These are the Terms that are specific to the country you live in, and they take priority over any conflicting terms in the General Terms or Service Specific Terms. For example, they explain your rights under local laws.

Our Agreement is with you (the person using our services) and the Zepz company listed in paragraph 2 of our Jurisdictional Terms in Section 3 which sets out the information you need to know by law about this Zepz company.

You agree to these Terms when you register on one of Zepz's Channels. Our Agreement with you will continue for an indefinite period unless terminated by us or you.

When you complete a transaction, additional terms that apply specifically to that transaction, for example, any fees and charges (**Fees**) and exchange rates, will be part of this Agreement to form your contract with us for that transaction. You're told about (and agree to) these additional terms each time you visit our Channels and request a service from us.

You can view and download a copy of our Terms at any time by going to our branded mobile applications. You can also contact us for a copy of our Terms. To contact us, see paragraph 10 of the General Terms.

### **Other documents you should read**

Other documents that you should read and comply with (but don't form part of this Agreement) include:

What other documents you should read:	Why you should read them:
<b>Our WorldRemit <a href="#">Privacy Policy</a></b>	This sets out how we process any personal data we collect about you, or that you provide to us.
<b>Our WorldRemit <a href="#">Cookies Policy</a></b>	This sets out information about the "cookies", trackers, or other similar technologies on our Channels.
<b>Our WorldRemit <a href="#">Frequently Asked Questions (FAQ) Page</a></b>	This provides answers to common customer questions.

## **Section 1: General Terms**

### **1. Using our Channels and services**

- 1.1. You must be at least 18 years old to use our Channels and services (unless the law in your jurisdiction requires you to be older).

#### **What are the “prohibited activities”?**

Prohibited activities include, for example, activities that involve drugs, guns or other weapons, illegal activities, adult services or content, online dating services, cryptocurrency trading (excluding stablecoin), gambling, and anything else we feel is reasonable to include.

- 1.2. Examples of what you must and mustn't do when using our Channels and services are explained in the table below.

<b>You <u>must</u> use our Channels and services:</b>	<b>You <u>mustn't</u> use our Channels and services:</b>
<ul style="list-style-type: none"><li>• Safely and responsibly. For example, you must ensure you only transfer money to a person you know and trust. You must ensure the information you provide to us is correct and complete.</li><li>• Yourself. For example, you mustn't let someone else pretend to be you.</li><li>• For purposes we permit. For example, you mustn't transfer money to pay for one of the activities set out in the “prohibited activities” box above.</li><li>• In your country of residency where our services are available.</li><li>• By following the Terms of this Agreement (including any instructions we may reasonably give you to help us offer our services).</li><li>• By doing everything required to meet legal and regulatory</li></ul>	<ul style="list-style-type: none"><li>• In breach of any of the Terms of this Agreement. For example, if you haven't paid our Fees.</li><li>• To transfer money for a service or goods prohibited by law.</li><li>• To act fraudulently or provide us with false, inaccurate, or misleading information.</li><li>• To register more than once on our Channels (without receiving our prior written permission).</li><li>• To do something in a way we reasonably believe may damage our reputation, or which might harm our ability to provide our services to other customers.</li><li>• To act in a way that threatens the security of our Channels or services (for example, by hacking or introducing viruses into our systems).</li></ul>

<p>requirements, by responding to a direction of a regulator or law enforcement authority and by cooperating with any investigation that we (or any law enforcement or regulatory body) may carry out.</p> <ul style="list-style-type: none"> <li>• By responding to us when we need you to. For example, you must give us information that we request (such as a copy of your ID document, proof of address, or your recipient's identifying details) to prevent fraud and money laundering.</li> <li>• By keeping your personal information, that we need to provide our services to you, up to date.</li> <li>• By meeting the Channel and service requirements. For example, only use our services as an individual, not as a business, unless you inform us.</li> </ul>	<ul style="list-style-type: none"> <li>• To use anything that hides your activities on our Channels (like an anonymising proxy).</li> <li>• To copy or monitor our Channels (for example, by using any robot, spider, or other automatic device or manual process) without having first received our permission in writing.</li> <li>• To do anything that infringes any intellectual property rights we may have. For example, you shouldn't copy any of our trademarks or logos, or rent out, licence or modify our Channels.</li> <li>• If you are or are at risk of becoming bankrupt.</li> <li>• If you behave inappropriately (for example, in a threatening or abusive way).</li> </ul>
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1.3. You can find more information about:

- how to get started on our Channels [here](#).
- our services (and how to use them) in our Service Specific Terms and our [FAQ Pages](#).

1.4. You're responsible for ensuring your devices work with our Channels. Sometimes important information or features won't show or work correctly on older operating systems.

## 2. Fees and exchange rates

2.1. When using our services, you agree to pay:

- our Fees, and
  - any exchange rates,
- that may apply.

2.2. Fees become due to us at the time that you submit your transaction request.

2.3. You may have to pay other charges (e.g. taxes or a charge your bank requires for making a money transfer) related to your use of our services, which are outside of our control and not charged by us.

- 2.4. We can use any of your money that we hold to pay back what you owe us (for example, if you haven't paid our Fees).
- 2.5. For more information about our Fees, see our Service Specific Terms (in Section 2 of these Terms) and our additional terms (available on our Channels when you use our services).

### 3. Our responsibility to you

- 3.1. We **are** responsible to you for any foreseeable loss and damage we cause. 'Foreseeable loss' is loss we could've or should've expected (for example, if we break this Agreement).
- 3.2. We're **not** responsible to you, to the extent we are allowed to do so by law, for any loss or damage if:
  - it was unforeseeable or unavoidable (for example, due to viruses or malware introduced by third parties which are outside of our control).
  - It arose from a need to comply with our obligations under the law.
  - you're on-boarded as a natural person and use our services for any commercial or business purpose.
  - we've refused, cancelled, suspended, or delayed any aspect of our services for any reason we have set out in this Agreement.
  - you've broken any terms of this Agreement.
- 3.3. None of the exceptions in this paragraph 3 will apply, and nothing else in this Agreement will stop us being liable, if:
  - we act fraudulently.
  - we act with gross negligence.
  - we're at fault and the law does not allow us to exclude or limit our liability.
- 3.4. The amount of loss or damages you can claim from us is limited. For each transaction you complete through our services (for example, for every money transfer you send), the most you can claim from us will be the total amount of our Fees for that transaction (unless you live in the U.S., in which case please see our Jurisdictional Terms for more information on this). If the law requires a higher amount, our liability will be limited to that amount.

### 4. Your right to a refund

- 4.1. You should contact us immediately if you have any problems with our services (for example, if you think a mistake has been made by either you or us). See the Jurisdictional Terms for our contact details and for any refund and/or error resolution rights you may have under local law.

- 4.2. Subject to law, once we've paid you the refund, we won't be responsible for paying you any more money.
- 4.3. Subject to law, there are some cases where we may not refund you, or where the amount we refund you is less than what you paid for our services. Some of the reasons for this are explained in the table below.

Why we may not refund you:	Examples:
<b>If you've told us about a mistake too late. See Jurisdictional Terms for relevant timeframes.</b>	You haven't sent us a refund request within the time required.
<b>If we reasonably suspect that you've acted fraudulently.</b>	You haven't been honest about the mistake you're claiming we made.
<b>If we reasonably suspect that you've used our services illegally.</b>	You, or someone you are transferring money to, are subject to economic sanctions.
<b>If we have a right to delay, suspend, refuse or cancel our services under Paragraph 5 of the General Terms.</b>	You use our services for activities that we don't allow.

- 4.4. It's difficult for us to predict all the reasons that we might not refund you. This means we may not refund you some or all of your money for reasons not listed above. However, we'll only do so for reasons we feel are reasonable and/or valid, and only where permitted by law.
- 4.5. You'll need to give us any information we ask for to help us decide if we can give you the refund.
- 4.6. Subject to law, if we give you a refund that we later find out you weren't entitled to, we can reverse the refund (i.e., we can charge your card again or we can take the amount refunded from any money we hold on account for you).

## 5. Our rights to refuse, cancel, suspend or delay our services

- 5.1. We may refuse, cancel, suspend or delay our services for different reasons. Some of these reasons are set out in the table in paragraph 1.2 of these General Terms. It's difficult for us to predict all the reasons we might refuse, cancel, suspend or delay our services. However, we'll only do so for reasons we feel are reasonable and/or valid.

- 5.2. We may also refuse, cancel, suspend or delay our services if:
- we suspect that your account has been compromised.
  - we suspect that your account has been used for fraudulent purposes.
  - a competent court or authority has requested us to do so.
  - we believe that you are using our services in breach of this Agreement or of the law, such as, but not limited to money laundering or terrorism financing.
- 5.3. We'll provide you with the reason for any refusal, cancellation, suspension or delay of our services where possible (and, if possible, the actions you can take to fix any issues) unless the law prevents us.
- 5.4. You may still need to pay our Fees, even if we've refused, cancelled, suspended, or delayed our services.

## **6. Ending this Agreement**

- 6.1. This Agreement starts when you register with us. It will continue until it's ended by you or by us. See our Jurisdictional Terms for more information about whether notice needs to be given and if so, how and when to give notice.
- 6.2. We can end this Agreement immediately for various reasons. Some of these reasons are set out in the table in paragraph 1.2 of these General Terms. It's difficult for us to predict all the reasons why we might end this Agreement immediately. However, we'll only do so for reasons we feel are reasonable and/or valid, and only where permitted by law. For example, while we may refuse, cancel, suspend or delay our services to you if you've broken a term of this Agreement, we may only reasonably decide to end this Agreement immediately if you've seriously or regularly broken the Agreement, or have acted in a manner that's inconsistent with our ability to continue to provide services to you.
- 6.3. We may also end this Agreement immediately if, for example:
- you haven't used our services in 3 years (or 2 years if you live in Canada).
  - it's no longer reasonable from a business perspective to continue offering our services to you.
  - you live in the U.S. and you no longer consent to receive disclosures relating to each money transfer electronically.
- 6.4. Where possible, we'll provide you with the reason for our immediate termination of our services (unless the law prevents us).
- 6.5. You may still need to pay our Fees, even if we've terminated this Agreement.
- 6.6. If you wish to end a transaction, please see the paragraphs on cancellation rights in our Service Specific Terms and our Jurisdictional Terms.

## 7. Changes we can make to this Agreement

- 7.1. We may make changes to this Agreement. Some of the reasons for making these changes are explained in the table below.

Why we can make changes:	Examples:
<b>To make improvements that benefit you.</b>	We make this Agreement clearer or fairer to you.
	We introduce a new, optional service and add in new terms to explain it.
	We reduce a fee or charge that you pay, or give you a better exchange rate.
<b>To make sure we're following changes in law, regulation, industry code, guidance, or a decision of a court or regulator.</b>	We're legally obliged to change how we verify your identity.
<b>The cost of providing our services has changed.</b>	Our costs increase due to a change in the cost of running our business, e.g., the costs of our systems.
<b>We reasonably decide that we need to charge for our services in a different way.</b>	We decide that a new charge is easier to understand, or better reflects how our customers use the service.
<b>There have been changes to the technology we use, good industry practice or changes in customer demand.</b>	We stop providing a service or functionality as customers aren't using them much anymore.

- 7.2. It's difficult for us to predict all of the reasons that we might need to make a change. This means we may make changes for reasons not listed above. However, we'll only make changes we feel are reasonable and/or valid and only as permitted by law.

- 7.3. We will only give you notice of changes to this Agreement where required under your country's law (for more information about this, see the Jurisdictional Terms).
- 7.4. We can change our additional terms (for example, in relation to our Fees and exchange rates) at any time, subject to law.
- 7.5. If you don't want to accept a change, we've set out what you should do in the table below.

If you don't want to accept a change and <u>we are</u> required under your country's law to give you notice of changes to our Terms:	If you don't want to accept a change and <u>we are not</u> required under your country's law to give you notice of changes to our Terms:
<p>You can terminate this Agreement (and stop using our services) without paying any charges. You can do this as long as you tell us before the change happens.</p> <p>If we give you notice of a change and we don't hear from you, we'll assume that you're happy and have accepted the change that we have made.</p>	<p>You should stop using our services.</p>

## 8. Keeping you safe and secure

- 8.1. We want to keep you and your money safe when using our services (and we have our own secure systems to help us do this), but you'll need to help us too. Some of the ways you can help are explained in the table below.

How to safely use our services:	Examples:
<b>Don't send money to people you don't know or trust.</b>	Don't use our services to send money to strangers or people you don't know well.
<b>Keep the details you use to access our Channels safe.</b>	Don't keep your details in a place that can be accessed by others (for example, in a note on your desk or an unprotected folder online).
<b>Keep your payment information safe.</b>	Keep information, such as your card and bank account details, secret.

**Follow any reasonable instruction we give you, or publish on our Channels, which are intended to keep your use of our services safe.**

Change the details used to access our Channels if we ask you to (for example, if we think any of your details have been compromised).

8.2. You should contact us immediately if you're worried about the safety or security of your account. For example, if:

- you think your security credentials have been compromised.
- you get a message from someone pretending to be us.

See paragraph 10 of the General Terms for the ways that you can contact us.

8.3. We may not be liable for any money you lose if you haven't taken reasonable steps to safely use our Channels and services. Please see our [FAQ Pages](#) for more information.

## 9. Other important terms

9.1. **You agree that we can use your information to provide our services to you.**

This may include us using your information to contact you, or pass your information on to third parties, if necessary, in accordance with our [Privacy Policy](#). You can tell us to stop doing this, but this will mean we can't provide any services to you (and we may still use your information if we've a legal right to do so).

9.2. **No one else has any rights under this Agreement.**

This Agreement is between you and us. No other person will have any rights to enforce any of the terms.

9.3. **How can we enforce our rights?**

If we choose not to enforce a right against you immediately, then we may choose to enforce it later. We will not have given up that right.

9.4. **How can we transfer our rights and obligations?**

We may transfer some or all of our rights and duties under this Agreement to another company in the future. This Agreement will then continue with them. You can't transfer your rights under this Agreement to another person.

9.5. **Being careful when using links to and from other websites.**

Sometimes we put links to other websites on our Channels if we think they may be useful. However, we have no control over these websites and aren't responsible for their content (or any loss that comes from you using these websites).

9.6. **What's included in this Agreement?**

This Agreement includes these Terms and your acceptance of the Terms when you register with us.

9.7. **Translation of this Agreement.**

In some countries, this Agreement will be provided in a language other than English. This

may sometimes lead to inconsistencies. If this happens, the English version of the Agreement will take priority over any other translated version of the Agreement.

**9.8. What do you mean when you say subject to law?**

Nothing in this Agreement restricts our or your liability if it cannot be excluded or restricted under applicable law.

**9.9. What if a court thinks part of this Agreement can't be enforced?**

Each of the paragraphs or sub-paragraphs, or rows of tables of this Agreement operates separately. If a court of competent jurisdiction decides that any part of this Agreement is invalid, illegal, or unenforceable, the remaining paragraphs will remain in full force and effect.

## **10. Contacting each other**

10.1. You can contact us in the ways set out in the Jurisdictional Terms.

10.2. We can contact you in the following ways using the contact information you provide us, and you must keep such information up to date in our records:

- by post.
- by email.
- by telephone (this includes calls or text messages).
- electronically (this could include any digital messages we may send you through our Channels).

10.3. You should check for communications from us through our Channels regularly and frequently. If you don't maintain or check our communications, you may miss important information about our services. Subject to law, we won't be liable for any consequence, or loss if this happens.

10.4. If we have reasonable concerns about the security of your account with us, or any suspected or actual fraudulent use of our services, we may contact you by telephone, email, or both (unless contacting you would be unlawful or compromise our reasonable security measures).

10.5. You should keep a copy of this Agreement and of each communication we send or make available to you.

10.6. We might charge a reasonable cost for trying to find you if your contact details aren't up to date.

## **11. Electronic communications**

11.1. We may provide you with important information or documents electronically (for example, through notifications and messages on any of our Channels). This may include documents such as these Terms (and any amendments or additions to it). It may also include any

customer service communications, and disclosures or notices related to our services. By using our services, you agree to receive communications electronically. Please see Jurisdictional Terms for additional details and rights under the law.

## **Section 2: Service Specific Terms**

### **Part A: Money transfer service**

#### **1. What this service is**

##### **What is our “money transfer service”?**

Our money transfer service allows you to send money to other people across the world. More information about the scope of our money transfer service can be found in our [FAQ Pages](#).

- 1.1. This service should be used to send money to people you:
  - know personally and trust – a transfer should not be used to send money to strangers.
  - trust – if the service permits a transfer to, for example, pay a utility bill.
- 1.2. Our money transfer service is usually available 24 hours a day, 365 days a year. There may be times when this service is unavailable to you (for example, if we need to make improvements to our systems, or there’s an outage). Please check our Channels for more information.

#### **2. Requesting a money transfer**

- 2.1. By submitting a money transfer request on one of our Channels, you’re agreeing to us sending money on your behalf. We’ll treat any money transfer request as being received by us as soon as you submit it. However, we may not confirm our acceptance of your request and process it until you’ve completed all the required steps, including those required to get started on our Channels (see [here](#)), and we have completed our own steps in order to confirm the transaction and we provide you with confirmation of the transaction.

##### **Information needed to send the money transfer**

- 2.2. To use our money transfer service, you’ll need to give us certain information in respect of you; in respect of the person you’re transferring money to (the **Recipient**); and your preferred payout method for the money transfer. Examples of the information we’ll need are set out in the table below. For services in some countries, different information may be needed. We’ll let you know if this is the case.

Payout method	Information you will need to provide:
	<p>In respect of <b>You</b>, for example:</p> <ul style="list-style-type: none"> <li>● Full name</li> <li>● Date of birth</li> <li>● Place of birth</li> <li>● Physical address</li> <li>● Account number or other reference number (if applicable)</li> </ul>
<p><b>Bank transfer</b></p>	<p>In respect of the Recipient, for example:</p> <ul style="list-style-type: none"> <li>● Full name</li> <li>● Bank name</li> <li>● Branch name and code</li> <li>● Account number and sort code</li> <li>● Account type</li> <li>● International Bank Account Number (IBAN) and Bank Identifier Code (BIC) (or SWIFT code).</li> <li>● Reason for sending</li> </ul>
<p><b>Cash pickup / Mobile money</b></p>	<p>In respect of the Recipient, for example:</p> <ul style="list-style-type: none"> <li>● Full name</li> <li>● Telephone number</li> <li>● Physical address</li> <li>● Reason for sending</li> </ul>

2.3. You may also need to provide us with any other information we need to:

- complete the money transfer (you'll be told exactly what information you need to provide on our Channels). For example, there are different ways to fund (i.e., pay for) your money transfer.
- comply with our obligations under the law.

2.4. All information you give us about a money transfer must be correct (for example, the amount of money you want to transfer and the details of the person you want to send it to). Once we've received your money transfer request, it's normally not possible to make any changes.

**Money transfer timings**

2.5. How long a money transfer may take may depend on the destination country you choose:

Type of money transfer	Timing for when a money transfer will be available for the Recipient
Transfers in euros (EUR) or pounds (GBP) to an account in the UK or EEA (European Economic Area).	Usually, shortly after we confirm the transaction and no later than by the end of the next working day.
All other cross-border transfers that are not in GBP and are in a non-Euro EEA currency, such as Polish Zloty, to an account in the UK or EEA.	Usually, shortly after we confirm the transaction and no later than by the end of the fourth working day.
Transfers to accounts outside of the EEA. Transfers in a non-EEA country currency.	Usually, shortly after we confirm the transaction and in most cases by the end of the next working day. For more information see the paragraphs below.

2.6. How long a transfer takes depends on other factors too including the payment method you use and the method of delivery you choose. A transfer may take longer, for example, if:

- the destination country is a less frequently used route.
- the payout method chosen is only available during local business hours.
- the money transfer has been refused or delayed (see paragraph 5 of the General Terms).
- we can't process the money transfer quickly due to circumstances outside our control (see paragraph 1.2 above and paragraph 3 of the General Terms).

2.7. Our money transfer timings provided in the table above are representative of the service we provide for an average transaction. They do not guarantee the timing of the service we will provide for an individual transaction. For more information on timings see our [FAQ Pages](#).

### 3. Fees and exchange rates

#### What are our “exchange rates”?

When we refer to an exchange rate in this Agreement, it means the price of one country's currency compared to another at the relevant time for the relevant currency pair (for example, GBP to EUR) that we offer for a specific transaction.

We determine this exchange rate by looking at central bank and market rates. Taking this approach enables us to consider a number of factors that may influence the value.

- 3.1. Sometimes we'll need to convert the currency of the money you transfer. This could happen when you're sending money to a person in a different country.
- 3.2. Before you complete a money transfer, we will show you in our Channels:
  - the total amount you'll pay for the money transfer (including the amount of money you want to transfer plus our Fees) among other items required by law.
  - any exchange rate that may apply (exchange rates may change depending on how long you take to complete a money transfer, in which case the latest applicable exchange rate will be provided).
- 3.3. Our Fees may include fees or charges which depend on the amount of money you're transferring (e.g. where the amount is below a certain value).
- 3.4. The Fees we charge you may also be dependent on how you pay for the transaction (pay method), the currencies involved in the money transfer, where the person you're sending the money is located and how that person receives the money (receive method).
- 3.5. Other factors that could affect our Fees include the costs that we incur to process your money transfer.
- 3.6. There's also a difference between the exchange rate we buy currency at and the exchange rate we provide to you. We usually make some money off this.
- 3.7. There could be delays or additional charges, or taxes imposed by a third party that are outside of our control.
- 3.8. The amount of our Fees and the exchange rates that may apply to your money transfer can change at any time without notice.

### 4. Our responsibilities and obligations

- 4.1. We're not required to process every money transfer you request. We may refuse to provide our service to any person. Where possible, we'll let you know when and why we haven't processed a money request (if the law allows us to). We won't be responsible for any loss or damage if we choose not to process a money transfer.

For the avoidance of doubt, nothing in the preceding sentence limits any remedies you may be entitled to under law.

## **5. Cancellations and refunds**

- 5.1. You should contact us immediately if you think a mistake has been made (by you or by us) when using our money transfer service. In certain jurisdictions, like the U.S., you may be entitled to statutory cancellation rights and error resolution remedies. See our Jurisdictional Terms for more information on how, when and if a money transfer can be cancelled.

## **6. Limits on a money transfer**

- 6.1. We may put limits on the number and value of money transfers that you can make in any period of time (e.g. daily, weekly, monthly).
- 6.2. If there is a limit, we'll tell you what it is before you request a money transfer.

## Part B: Airtime top up service

### 1. What this service is

#### What is “airtime top up”?

Airtime is credit which is added to a mobile phone account. It can be used to make calls, send text or picture messages and use data. Our airtime top up service allows you to buy airtime and to send it to top up airtime on another person’s mobile phone.

- 1.1. This service should be used to send airtime top up to people you know personally. It shouldn’t be used to send airtime to strangers.
- 1.2. Our airtime top up service is usually available 24 hours a day, 365 days a year. There may be times when this service is not available to you (for example, if we need to make improvements or upgrades to our systems, or there is an outage).
- 1.3. This service can only be used in relation to the specific mobile operators listed on our Channels. These operators may change from time to time.

### 2. How it works

- 2.1. You agree to us sending an airtime top up for you by submitting a request on our Channels. We’ll treat any airtime top up request as being received by us as soon as you submit it. However, we may not confirm our acceptance of your request and process it until you’ve completed all the steps required to get started on our Channels (see [here](#)) and we have completed our own steps in order to confirm the transaction and we provide you with confirmation of the transaction.
- 2.2. To use our airtime top up service, you’ll need to tell us, for example:
  - the mobile number that you want us to send airtime to.
  - the amount of airtime that you would like us to send.
- 2.3. Sometimes we’ll need more information from you to provide our airtime top up service. If so, we’ll tell you what information we need on our Channels.

### 3. Fees and charges

- 3.1. In some countries, taxes need to be deducted from airtime top ups. The amount of tax owed may:

- be included in the total amount you will pay for the airtime. In this case, you will see the amount of airtime you want to send adjusted for any Fees and in some cases applicable taxes and/or exchange rates.
  - taken from the airtime received by the person you're sending the airtime to. In this case, they'll receive less airtime than the amount that you originally sent to them.
- 3.2. Our Fees can change at any time without notice. Before you complete an airtime top up, our Channels will show you the amount you will pay for the airtime top up, among other items, required by law.

#### 4. Delivery time

- 4.1. Airtime top up is typically sent within minutes after you make a successful payment on our Channel and we confirm acceptance of your order. Timings are representative of the service we provide for an average transaction. They do not guarantee the timing of the service for an individual transaction.
- 4.2. Sometimes there may be a delay, for example, due to local mobile network congestion or technical issues. You should visit our Channels or contact us if you have any concerns about longer delays.

#### 5. Our responsibilities

- 5.1. **We** are responsible for sending the airtime top up in accordance with your instructions.
- 5.2. **You** are responsible for giving us the right details to send the airtime top up (for example, the mobile number and amount of airtime).
- 5.3. **Mobile operators** are responsible for providing mobile services relating to the airtime top up.

#### 6. Cancellations and refunds

- 6.1. Once we've accepted your request to send the airtime top up, you won't be able to cancel it unless otherwise required by law.
- 6.2. Subject to law, once an airtime top up is sent, it can't be:
- refunded to you.
  - removed from the phone of the person you sent it to.

## **7. Limits on a transaction**

- 7.1. We may put limits on the number and value of airtime top ups you can send in any period of time (e.g., daily, weekly, monthly).
- 7.2. These limits are set based on local laws or mobile operator restrictions. If there's a limit, we'll tell you what it is when you're about to complete an airtime top up.

## **Section 3: Jurisdictional Terms**

### **New Zealand**

#### **1. Who this part applies to**

1.1 This part applies to you if you ordinarily live in New Zealand.

#### **2. What company is this Agreement with and how is it regulated?**

<b>For the WorldRemit brand and you live in:</b>	<b>This Agreement will be with (or its successors and assigns):</b>	<b>Registered office of entity:</b>	<b>Regulatory Information about the entity:</b>
<b>New Zealand</b>	WorldRemit (New Zealand) Limited	BDO, Auckland, L4, 4 Graham Street, Auckland Central, Auckland, New Zealand, 1010	WorldRemit (New Zealand) Limited is authorised and regulated by the Registrar of Financial Service Providers. Registration number: FSP1001970.

**We will act fairly and reasonably when exercising any of our rights or powers under this Agreement.**

**WorldRemit (New Zealand) Limited (WorldRemit NZ) is not licensed by a New Zealand regulator to provide the services set out in these Terms. WorldRemit NZ's registration on the New Zealand register of financial service providers does not mean that WorldRemit NZ's is subject to active regulation or oversight by a New Zealand regulator. WorldRemit NZ does not have a place of business in New Zealand. It may be more difficult for a New Zealand regulator or a New Zealand-approved dispute resolution scheme to help a person to resolve a complaint about the service.**

**WorldRemit NZ is a reporting entity for the purposes of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act). We can request information from you to satisfy the requirements under the AML/CFT Act and reserve the right to not provide any services until such information is received.**

### 3. Changes we can make to this Agreement

- 3.1. We'll only make changes to this Agreement if it's reasonable for us to pass the impact of the changes on to you. Some of our reasons for making these changes are explained in the table in paragraph 7 of the General Terms.
- 3.2. Changes to the Fees and exchange rates provided in our additional terms will come into effect immediately.
- 3.3. For changes that are clearly in your favour, we'll tell you once we have made them. For all other changes, we'll give you 30 days' notice.
- 3.4. Any changes to this Agreement will not affect any existing rights and/or obligations.
- 3.5. If you do not accept changes, you have the right to terminate this Agreement immediately and without additional costs.

### 4. Liability

- 4.1. Nothing in this Agreement is intended to exclude, restrict, limit or modify any statutory guarantee, right or remedy that you may have under the Consumer Guarantees Act 1993 (**CGA**). Except for any liability we have to you under the CGA, our liability will be limited in accordance with paragraph 3 of the General Terms.

### 5. Ending this Agreement

- 5.1. **You** can end this Agreement:
  - immediately, within 14 days of registering on one of our Channels.
  - at any other time (and for any reason) by giving us 30 days' notice.
- 5.2. **We** can end this Agreement:
  - for any reason by giving you 30 days' notice.
  - immediately, for any of the reasons provided in paragraphs 6.2 and 6.3 of the General Terms.
- 5.3. If we refuse, cancel, suspend or delay our services, you will be informed in advance if practically and legally possible. Unless not permitted under applicable laws, we will provide you with an explanation as to why our services have been refused, cancelled, suspended or delayed. You may contact us through the contact details provided in paragraph 10 of these Jurisdictional Terms if you disagree with our decision. In that case, we may review our decision to refuse, cancel, suspend or delay our services at our own discretion, acting reasonably.
- 5.4. If we've refused, cancelled, suspended, or delayed our services due to your conduct and/or terminated this Agreement for cause, you may still need to pay our Fees to the extent that we have incurred costs or losses as result of your conduct.

## **6. Cancelling a money transfer**

- 6.1. Once you've made a money transfer, you can't usually cancel it and get your money back.
- 6.2. You should contact us immediately if you think a mistake has been made (by you or us) while using our money transfer service.
- 6.3. Where the mistake is made by you, we don't have to help you cancel the transfer, but we'll reasonably try to help you if we can (or if we're required to by law). You agree to assist us in this endeavour to the extent practicable.
- 6.4. We may not be able to cancel your money transfer even if we try to. If this is the case, and the mistake was caused by you, we won't be able to refund you. We may still charge you reasonable fees for attempting to cancel the money transfer. We will let you know in advance what those fees will be.
- 6.5. If we're able to refund you, we'll normally refund the amount you have paid for the money transfer, less:
  - any of our Fees that have already been charged.
  - any reasonable fees for tracing, recalling or cancelling the money transfer.

Unless the mistake or error is caused by us, in which case we will not charge you any fees in relation to the money transfer.

- 6.6. If another payment services provider tells us that someone has transferred money by mistake, we're required to help them recover this. If you are in some way factually connected to the mistake, and we can't recover this money, the payment services provider may give the person who accidentally sent this money your details. This is to help the person recover this money from you directly.
- 6.7. If we ask you to and subject to law, you must immediately refund to us (or a third party we choose) money we transfer for you if we have a reasonable basis for doing so, including, for example:
  - we made a money transfer by mistake.
  - we reasonably believe that you or someone else used our money transfer service in a way we don't permit.
  - we reasonably believe the money transfer is connected with illegal, fraudulent or prohibited activities (see paragraph 5 of the General Terms) carried on by you or someone else.
  - through using the money transfer service, you've broken this Agreement in any other way.

## **7. Your right to a refund**

- 7.1. Paragraph 4 of the General Terms sets out examples of when we may (and may not) refund you. We may also not be able to refund you if:

- you've given us the wrong information (for example, the wrong bank details to send money to).
- you haven't been using our services safely (for example, you haven't kept your security credentials safe. For more information, see paragraph 8 of the General Terms).

7.2. Any request for a refund must be made:

- in writing, to the contact details in paragraph 8 of these Jurisdictional Terms.
- within 13 months of you paying for the service that you've had a problem with (subject to any rights you may have under the CGA).

7.3. If we agree (acting reasonably) to refund you, we'll do this as soon as possible. Subject to refunds made in accordance with paragraph 7 of these Jurisdictional Terms, we'll refund you:

- the amount of the money (or its equivalent, like airtime top up) you've sent or transferred.
- our Fees that you've paid.

7.4. If we think there's been any fraud in relation to your use of our services or Channels, we'll have to look into this before we can refund you. Once we've done this and we determine there's no evidence of fraud, we'll refund you.

## 8. How to make a complaint

8.1. If you have a complaint, let us know and we'll try to fix it. You can make a complaint by contacting us online, by telephone, or by post using the contact details set out in paragraph 10 of these Jurisdictional Terms.

8.2. We'll investigate your complaint as soon as possible. We'll aim to give you a final response within 15 business days. Sometimes it may take us longer to handle your complaint. We'll let you know if this is the case within 15 business days, and will give you a final response within 35 business days of your complaint.

8.3. We are a member of the Financial Dispute Resolution Scheme (**FDRS**), an independent dispute resolution scheme. You can refer your complaint to the FDRS by:

- Post: Freepost 231075, PO Box 2272, Wellington 6140
- Telephone: 0508 337 337
- Email: [enquiries@fdrs.org.nz](mailto:enquiries@fdrs.org.nz)
- Online: <https://fdrs.org.nz/complaints/make-a-complaint/>

## 9. What law applies to this Agreement and where can you bring legal proceedings?

- 9.1. New Zealand law will apply to this Agreement. If you want to bring a claim against us in the courts, you can do so using the courts of New Zealand.
- 9.2. The laws of other countries may sometimes apply to the use of our services (for example, local laws may apply when you transfer airtime top up to another country).

**10. Contacting each other**

- 10.1. You can contact us using the details set out in the table below.

<b>If you're using services through our WorldRemit brand, you can contact us:</b>	
<b>Online</b>	Through our WorldRemit App or by chat available on the <a href="#">contact us</a> page.
<b>By Phone</b>	Through all phone numbers available on our WorldRemit <a href="#">website</a> .
<b>By Post</b>	BDO, Auckland, L4, 4 Graham Street, Auckland Central, Auckland, 1010, New Zealand

- 1.1. You'll be able to trace your transactions on our branded mobile applications.
- 1.2. You'll be able to access records showing which of our services you've used and any additional information such as our Fees.
- 1.3. If we transfer some or all of our rights and duties under this Agreement to another company in accordance with paragraph 9.4 of the General Terms, we will notify you of this as soon as possible. If you don't agree to the transfer you can terminate this Agreement immediately by contacting us using the contact details set out in the table above.

**2. Languages**

- 2.1. This Agreement is made in English and it's the language we'll use to communicate with you.

## **Schedule 1 – Using our Channels**

### **Getting Started**

Before we can start providing our services, we'll need to check your identity. To do this, we'll need:

- Personal information about you (such as your full name, address, date of birth, telephone number and email address).
- Documents to help us verify your identity (like your passport or government issued document).

We may also need to check the reasons why you're using our services. You must give us any information we ask for in relation to this.

Before we can start providing our services, you will need to register with us by creating an account on our Channels. Information about how to do this will be given when you register.

When registering with our Channels and/or using our services, it is important that you:

- Keep your personal information up to date. If any of your details change (for example, if you change your address — especially move to another country — or if you change your telephone number), you must let us know as soon as possible.
- Respond as soon as possible to any of our requests for information.
- Give us any other information about you or others that we may need to provide our services.
- Make sure that any information or documents you give us are real and accurate.

## How we'll use your information

We need to collect and use information about you for different reasons. Some of these reasons are explained in the table below.

Why we collect your information:	Examples:
<b>To create and manage your account.</b>	We will need your personal details (like your name, date and place of birth) to set up your account.
<b>To allow us to provide our services to you.</b>	We will need information about your bank account, debit card or credit card to process a payment request.
<b>To meet our legal and regulatory obligations.</b>	We will need information about your identity, such as a copy of your ID document and proof of address to prevent fraud and money laundering.

We may also share your information with our trusted third parties for these purposes. More details about the information we keep and how we can use it can be found in our [Privacy Policy](#).