



# **EpayPro UK Limited**

## **Terms and Conditions**

### **Epaypro UK Limited**

Innovation House 29 Mark Road, Office 20f, Hemel Hempstead,  
United Kingdom, HP2 7DN

## 1. General Provision

1.1. The Terms and Conditions listed below govern the access and use of our service that enable you to transfer money (“the Service”).

1.2. The English language version of these Terms and Conditions is the applicable version for all languages. Any other language version we may provide is for guidance purposes only. Any dispute or claim arising out of or in connection with present Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims) will be considered in relation to the English version only.

1.3. In the present Terms and Conditions the terms “we”, “us”, “our” refer to Epaypro UK Ltd (Paypro). and “you”, “your” refer to any person who accesses and/or uses the Service.

1.4. It is important that you understand that access and use of the Service is conditional on your acceptance of present Terms and Conditions.

## 2. Definitions

- “Application” means an Paypro application operated by Epaypro UK Ltd to provide online money transfer services and the related information;
- “Compliance Officer” means one or more members of staff at Epaypro UK Ltd who is responsible for compliance with Money Transfer Regulations, anti-money laundering legislation and other applicable laws;
- “Fees” means the charges and fees we charge to you for the Service, as applicable, in accordance with the price list published on the Website and/or the Application, or the prices or rates that we communicate to you before we issue a Confirmation, or as provided in these Terms and Conditions;
- “Force Majeure Event” means any of the circumstances referred to in clause 9.7;
- “FX Spread” is where you pay for a transaction in one currency and it is paid out in another currency, we apply an FX spread. The FX spread is the difference between the exchange rate we buy the currency in and the exchange rate we are able to provide to you and we communicated it in the order confirmation and it covers our costs plus a small margin.
- “Malicious Code” means computer viruses, Trojans, software locks, drop-dead devices, malicious logic or trap door, worms, time bombs, corrupted files or other computer programme routines that are intended to delete, disable, deactivate, damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another;
- “Regulations” means the applicable laws of the United Kingdom or of the country from which funds are transferred or where funds are intended to be received which relate to money transfer services including, without limitation, the Money Laundering, Terrorist Financing and Transfer of funds (Information on the payer) Regulations 2017, the Payment Services Regulations 2017, and the Regulation (EU) 2015/847 on information accompanying transfers of funds (the Payments Regulation);
- “Prohibited purpose” means any unlawful purpose (whether such illegality arises in the country from which the funds are transferred or where they are intended to be received or in any territory with jurisdiction over the Sender or the Receiver) including, without limitation, the transfer or receipt of payment for illegal activities, the transfer of funds which constitute proceeds of crime or money laundering under the Proceeds of Crime Act 2002 or Terrorism Act 2000 or Criminal Finance Act 2017 which are obtained by illegal activity, the transfer of funds for the purpose of funding illegal activity, the transfer of funds for the purpose of avoiding the seizure of such funds by law enforcement authorities or under orders of any court of law, and any transfer of funds without the permission of their owner;

- “Recipient” means the person who receives the money through the Service,
- “Reference number” means the unique transaction number, which will be issued to you as and which the recipient will be required to provide to our partners in order to receive the amount transferred,
- “Sender” means the person who initiates the carrying out of a money transfer through the Service,
- “Transaction” means every money transfer that you initiate using the Service and/or every other use that you make of the Service, ☐ “Website” means the website [www.payprouk.uk](http://www.payprouk.uk) operated by Epaypro UK Ltd to provide online money transfer services and the related information.

### 3. Information about us and how to get in touch with us

3.1. Epaypro UK Ltd operates a website (the Website) that enable you to transfer money using a device connected to the Internet.

3.2. Epaypro UK Ltd. is a company incorporated and licensed under the laws of the United Kingdom, (company number 09358498) engaged in the business of funds remittance with its Registered Office located at Innovation House 29 Mark Road, Office 20f, Hemel Hempstead, United Kingdom, HP2 7DN.

3.3. Epaypro UK Ltd. is regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 for payment services. 3.4. We can be contacted via the following means: ☐ Post using the address: Innovation House 29 Mark Road, Office 20f, Hemel Hempstead, United Kingdom, HP2 7DN.

☐ Email using the email address: [support@payprouk.uk](mailto:support@payprouk.uk) ☐ By skype at: [office@payprouk.uk](mailto:office@payprouk.uk) ☐ Website: [www.payprouk.uk](http://www.payprouk.uk)

### 4. Confidentiality/Privacy

4.1. As a fully regulated institution and with a purpose of providing the Service we are bound by the legal requirements to obtain, verify and record information about our customers. Therefore, we may request from you or consult any legal sources to obtain your personal data when offering the Service to you.

4.2. Your personal information will be treated and processed securely and strictly in accordance with applicable laws and regulations.

4.3. We will not treat customer information as confidential where it is already public knowledge or where it becomes public knowledge through no fault of our own.

4.4. We may disclose customer information if we are required to do so by law, by court order, by any statutory, legal or regulatory requirement, by the police or any other competent authorities in connection with the prevention or detection of crime or to help combat fraud, money laundering and terrorism financing. We may also report suspicious activity to appropriate competent law enforcement or government authorities.

### 5. Confidentiality/Privacy

5.1. By using the service you warrant that you are at least 18 years old and that you have a legal capacity to enter into legally binding contracts.

5.2. We reserve the right, at any time, to terminate or suspend your access to the Service without prior notice if:

- You use the Service or attempt to use it for any Prohibited Purpose;
- You attempt to transfer or charge funds from an account that does not belong to you;
- We receive conflicting claims regarding ownership of or the right to withdraw funds from a debit or credit card account;

- You have provided us with false evidence of your identity or you keep failing in providing us with true, accurate, current and complete evidence of your identity or details regarding transactions;
- You attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of the Website and/or the Application or to infect it with any Malicious Code;
- You are in breach of these Terms and Conditions;
- We have reason to believe that any of the foregoing has occurred or is likely to occur; or
- A Compliance Officer has taken a discretionary decision to do so.

## 6. Information we provide before the transaction is complete

If funds are sent via the web site, before your transaction is complete you will be provided with the following information:

- The amount the beneficiary will receive,
- The maximum total Fee that you will be charged,

## 7. How the contract is formed between you and us and how sending funds works in practice

7.1. We reserve the right to refuse to perform any of the Services (including after Confirmation) if:

- We are unable to obtain satisfactory evidence of your identity;
- You provide us with false, incorrect or incomplete information;
- We are unable to reach you via contact details provided by you;
- Your transfer order, information or documentation is not provided sufficiently in advance to allow us to process it in accordance to your request;
- You attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of the Website and/or the Application or to infect it with any Malicious Code;
- You are in breach of these Terms and Conditions;
- You or the order you placed are in breach of any applicable laws or regulations or are made for a Prohibited Purpose;
- Processing the Service in accordance with your order may expose us to liability;
- We are unable to process your transfer due to variations in business hours, currency exchange or currency availability issues or due to any Force Majeure Event;
- We have reason to believe that any of the foregoing has occurred or is likely to occur; or
- A Compliance Officer has taken a discretionary decision to do so.

We shall not be liable for any damages, costs or losses incurred by the Sender or the Recipient or any third party if, as a result of any of the circumstances referred to in clause 5.2 or 7.4, we fail to complete the transfer of funds in accordance with an order.

## 8. Information provided after we process a transaction

After we process your transaction to the Recipient in your personal account in the section Transaction History you will see the following information:

- A transaction ID number,
- A confirmation of the exact amount we are sending to the Recipient on your behalf in EUR or USD
- Date of the transaction
- Status of the transaction

At your request we may provide you with the transaction reference number.

## 9. Limitations on our liability

9.1. Except as provided in clause 9.5, we shall not be liable to you or to any third party in relation to the Services, whether for breach of contract, tort (including negligence), misrepresentation, unjust enrichment or any other grounds, for any indirect, incidental, consequential or special damages including any loss of profits or savings or anticipated profits or savings, loss of data, loss of opportunity, loss or reputation, goodwill or business or any economic loss, even if we are advised in advance of the possibility of such loss.

9.2. Nothing in this clause shall:

- Exclude or limit liability on our part for death or personal injury resulting from our negligence,
- Exclude liability for our fraud, our wilful misconduct or gross negligence.

9.3. We are not liable for the quality, safety, legality, or delivery of the goods or services that you pay for using the Services.

9.4. We shall not be liable for any breach of our obligations under the Contract to you nor for any failure or delay in performance of any obligations under the Contract arising from or attributable to acts, events, omissions or accidents beyond our reasonable control, including, without limitation, where our failure to perform our obligations arise from:

- an act of God, fire, flood, earthquake, windstorm or other natural disaster, explosion or accidental damage, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, export controls, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, pandemic or epidemic, industrial disputes, shortages of raw materials or components, general disruptions to transportation, telecommunication systems, power supply or other utilities;
- the acts, decrees, legislation, regulations or restrictions imposed by any government or state;
- the actions or omissions of the third parties;
- malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us;
- any losses or delays in transmission of messages arising out of the use of any internet access service provider or caused by any browser or other software which is not under our control; or
- any Malicious Code interfering with the Service. (each, a "Force Majeure Event").

9.5. Our performance under the Contract shall be deemed suspended for the period that the Force Majeure Event continues and the time for performance will be extended for the duration of that period. We will use our reasonable endeavours to find a solution by which our obligations under the Contract may be resumed despite the Force Majeure Event.

## **10. Your responsibilities and obligations**

10.1. You will not use the Service unless you are at least 18 years old and you have a legal capacity to enter into legally binding contracts.

10.2. The Fees for each Service we have provided to you have to be paid.

10.3. You shall comply with these Terms and Conditions as well as with any applicable laws, rules and regulations.

10.4. In relation to your registration and use of the Service you will:

- provide us with accurate, current, complete and true evidence of your identity and any additional information or evidence we may require to confirm your identity;

- supply us with all information and documentation we may ask in order to process your transfer and to comply with any legal requirements applicable to us or to our partners (including without limitation the Money Laundering Regulations 2017);
- update all information you provide to us to keep it accurate, current, complete and true;
- not use the Service for or in connection with any Prohibited Purpose or attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of the Website and/or the Application or to infect it with any Malicious Code;
- transfer money only from your own credit, debit card or bank account. You may not submit a transfer on behalf of another person;
- not open more than one account with us;
- keep your Reference Number secure, you must not share the Reference Number or any other transaction details with anybody except the Recipient;
- use the Service to send money only to people that you know personally or to pay for goods and services purchased from suppliers of whom you have sufficient knowledge and whose identity you verified. You acknowledge that we have no control over the suppliers or over the goods and services for which you use our Services to make payments and we have no responsibility for the quality, safety, legality, or the delivery of such goods or services to you.

10.5. You understand and accept that:

- We are legally obliged to retain information about our users and the transactions that we process for up to 5 years or as may be required from time to time by applicable law or by any regulatory authorities;
- All currency converted as part of the Service will be converted using our rate of exchange
- We reserve the right to increase the FX Spread when the markets are closed (weekends, bank holidays) to prevent loss stemming from currencies fluctuating and ensure payouts for our customers (we will still display the rate that we are offering on the homepage and the final rate on the checkout page before confirming the transaction);
- Some countries may impose minimum and maximum thresholds in relation to the amounts that can be sent through our Service;
- You will be liable to us for all losses which we suffer or incur in relation to any fraud or fraudulent activity by you;
- You must contact us as soon as possible if you believe or suspect that a transfer of funds was not executed properly or that the amount has not been received or was only partly received;
- It is your responsibility to inform the Recipient of the information he/she will need to provide in order to collect the money you transfer through the Service (such as photographic identification, the exact amount of the send order and the Reference Number).

## **11. Fees and payment methods**

11.1. The prices for the Service consist of FX Spread and the Fees.

11.2. In case of a SWIFT transfer, we are not liable for any additional fees that the banks (either on the sending or receiving side) may charge.

11.3. When you pay by debit card and your order is refused by your bank or by the card issuer, your bank account will not be debited. However, it is possible that your bank or the card issuer might hold the amount you tried to send. If this happens you will need to contact your bank or card issuer to resolve the issue.

## **12. Cancellations and refunds**

12.1. You have a right to cancel an order before payment has been made to the Recipient. If you have send money via a recipient form, you may exercise this right by:

- Sending message to the Accounting department at the web-site

12.2. If you exercise your right to cancel the order after you have already paid us the funds to be transferred:

- we will refund money paid by you and intended for a Recipient only under the condition that it has not already been paid out to the Recipient in accordance with your original instructions prior to the cancellation request; and
- we reserve the right to retain the Fees charged for the Service (and we may charge you with those Fees if they have not yet been paid); and

12.3. if by the time you notify us of the cancellation of the transfer we have already sent the money to one of our partners in the country of destination, we may not be able to successfully cancel the order, given that the cancellation procedures with our partners differ in length and complexity, as well as often require communication across time zones.

12.4. Refunds can take up to 7 working days to be processed and this depends as well on the customer's bank processes, which are beyond our control.

12.5. We reserve the right not to refund smaller amounts

12.6. If we do not transfer the money to the Recipient in accordance with an order within 45 days after your instructions have been received, provided that you correctly followed our procedures and complied with all our policies, you may ask for a refund of the money transferred to us and intended for the Recipient.

12.7. If the Recipient does not collect the money within 13 months after the date it became available for collection, all rights of cancellation of the order or refund of the money transferred or the Fees shall be deemed to be waived by you.

12.8. Your order expires after 1 month. In case the money has not been collected (in the case of cash transfers) or the order requires a correction, we reserve the right to cancel your order without prior notice to you and to refund to you the amount that was to be transferred. The refund will not include the Fees paid for the Service, which we will retain.

### 13. Complaints

13.1. We value your feedback as it helps us improve our service. We have established internal procedures for complaints. You can make a complaint in writing to us regarding any aspect of the Service by mail or e-mail to the following addresses:

- Innovation House 29 Mark Road, Office 20f, Hemel Hempstead, United Kingdom, HP2 7DN.
- [support@payprouk.uk](mailto:support@payprouk.uk)

We will investigate your complaint and come back to you with final response by the end of 15 business days after the day in which we received a complaint.

In exceptional circumstances, if we are unable to give answer within 15 business days for reasons beyond the control of Epaypro UK Ltd then we send a holding reply, clearly indicating the reasons for the delay in answering to the complaint and specifying the deadline by which he/she (our customer) will receive the final reply. In any event, the deadline for receiving the final reply shall not exceed 35 business days.

13.2. If you are still dissatisfied with the manner in which we have dealt with your complaint or the outcome of it, you have a right to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Tel No 0800 0234 567, Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) 13.3. For more information a Complaints Handling Policy may be provided to you upon your request.

#### **14. Money transfer and the payment services regulations**

The Payment Services Regulations 2017 (S.I. 2017/752) (hereinafter called “the Regulations”) govern the transfer of money to recipients within the European Economic Area (being all members states of the European Union, together with Norway, Iceland and Liechtenstein), where the transfer of funds is carried out in Euros, Sterling or the currency of another EEA state which has not adopted the Euro as its currency. The Regulations regulate payment services, which have an electronic component and place payment services providers into certain categories as well as require certain payment institutions to be authorised by the FCA and to follow conduct of business rules.

#### **15. Written communications**

Applicable laws and regulations require that some of the information we send to you or communications between you and us should be in writing. You agree to receive such written communications electronically. You also agree that electronic means of communication shall be effective for the purpose of the Contract between you and us. The foregoing does not affect your statutory rights.

#### **16. Notices and communications**

All notices given to us must be in the English Language and sent to Epaypro UK Ltd Innovation House 29 Mark Road, Office 20f, Hemel Hempstead, United Kingdom, HP2 7DN. We may give notices to you in connection with any aspect of the Service or any order either through the email address or the postal address that you provided to us or in any other way permitted pursuant these Terms and Conditions. Notices to you will be deemed received and properly served immediately after an e-mail is sent to you at the address you provided, or where a notice is sent to your postal address, one day after the date of posting in the case of domestic notices and 6 days in the case of international mail.

#### **17. Transfer of rights and obligations**

17.1. We shall be entitled, without your consent, to transfer our rights and obligations under these Terms and Conditions and under any Contract to any of our affiliates or to any entity or person that acquires our business. Any such transfer of rights and obligation will have effect upon notice being given to you (including notices given through the Website or the Application).

17.2. We are entitled to perform our obligations to you through subcontractors, agents and other third parties.

17.3. You may only transfer your rights and obligations under the Contract if we have agreed for this in writing.

#### **18. Waiver**

18.1. If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any clause of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract or by law, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

18.2. A waiver by us of any default will not constitute a waiver of any subsequent default.

18.3. No waiver by us of any term in these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with these Terms and Conditions.

## **19. Severability**

If any court or competent authority holds that any of the provisions of these Terms and Conditions or any provisions of the Contract are invalid, unlawful or unenforceable to any extent, that shall not affect the other terms of these Terms and Conditions or the Contract which will continue in full force and effect to the fullest extent permitted by law.

## **20. Entire agreement**

20.1. These Terms and Conditions and any document expressly referred to in them constitute the whole agreement between us and you and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us and you relating to the subject matter hereof.

20.2. You acknowledge that, in entering into the Contract and accepting these Terms and Conditions, you do not rely on, or will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not expressly set out in these Terms and Conditions or the documents referred to in them.

20.3. Nothing in this clause limits or excludes any liability for fraud.

## **21. Our right to vary these terms and conditions**

21.1. We reserve the right to revise, amend or replace these Terms and Conditions from time to time.

## **22. Third party rights**

A person who is not a party to this Agreement shall have no rights to enforce the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

## **23. Law and jurisdiction**

Contracts for the purchase of our services using the Website or the Application and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales. The foregoing shall be without prejudice to your statutory rights.