PREAMBLE
This is Moneycorp's (as such term is defined below) commercial payment services and foreign exchange services Agreement ("Agreement") which govern any Contract the Client enters into with Moneycorp for the provision of payment services and other ancillary services such as foreign exchange transactions. While this Agreement governs the terms of transactions in all of Moneycorp's local currencies and for any currency with which Moneycorp has entered into a Declaration of Independence, the Client understands and agrees that the Client has read and accepted everything in these duly completed documents. If the Client fails to agree in the Application Form to any of these terms and conditions, please ask for more information or consult a legal adviser.

Moneycorp Technologies Limited ("Moneycorp") is a company with its registered office at 24 Fitzwilliam Place, Dublin 2, Ireland, registered with the Companies Registration Office under no. 612120 is authorised the Central Bank of Ireland under the European Community (Electronic Money) Regulations 2012 (as amended) ("CBI reference number C10018") for the provision of electronic money issuance services and payment services in the Republic of Ireland. Moneycorp provides payment services in Romania pursuant to the right of establishment and freedom to provide services, as expressly recognized and stated in Article 56 of Law No 209/2019 on the supervision of payment services and the prevention of money laundering, terrorist financing and the provision of financial and other services (including the relevant directly applicable EU legislation, rules and regulations).

1. DEFINITIONS AND INTERPRETATIONS
1.1 The terms used in this Agreement shall have the following meanings:

- ‘Contract’ means an Order, once accepted by Moneycorp, including but not limited to an Offline Contract or a limit Order for Value Date, a Stop Loss Order or a Forward Contract.

- ‘Trading Day’ means a day on which the relevant market or exchange rate relating to a Contract, Moneycorp’s matching contract with the Client and which will govern any Contract the Client enters into with Moneycorp.

- ‘Customer’ means a natural person or legal entity with whom Moneycorp enters into a matching contract back-to-back to the Contract with the Client.

- ‘Limit Order’ means any contract or order for a foreign exchange product which is not or has not been executed within the period generally accepted in the market for that currency pair as the standard delivery period.

- ‘Stop Loss Order’ means an Order where the Client asks Moneycorp to buy or sell foreign currency when the foreign exchange rate falls below a specified level.

- ‘Trading Day’ means any day of normal trading in the jurisdiction of both the currencies that are exchanged pursuant to a Contract and in the jurisdiction of a third currency where any of the relevant conditions are met:
  - the exchange of those currencies involves converting them through that third currency for the purpose of liquidity.
  - the standard delivery period for the exchange of those currencies.

- ‘Transaction’ means a payment transaction (electronic transfer) or a foreign exchange transaction of a specified size and for a specified Value Date.

- ‘Unregulated Foreign Exchange Contract’ means a contract for a foreign exchange product offered by Moneycorp from time to time which is either (i) a Spot Contract or (ii) a foreign exchange contract that represent a mean of payment that is subject to an agreed rate or mechanism which is not in the same jurisdiction as the Client.

- ‘Value Date’ means the date when a Contract matures and the foreign currency, EUR or RON the Client buys is ready for delivery or transfer.

1.2 References to one gender or the neuter are to any gender.

1.3 Where relevant, references in these terms to "the Client" shall include Authorized Persons.

1.4 Any headings used in this Agreement are for ease of reference only and should not be used in the construction or interpretation of the terms of this Agreement.

1.5 Where relevant, references in these terms to "our", "we", "us", "Moneycorp" or "the Client" shall include Authorized Persons.

2. MONEYCORP’S SERVICES TO THE CLIENT
2.1 Moneycorp provides payment services and ancillary foreign exchange services whereby the Client and/or its principals or Moneycorp, unless otherwise instructed by the Client, accept as other payment or ancillary services as may be agreed from time to time.

2.2 After the Client has submitted a duly completed Application Form in which the Client confirms that the Client has read, understood and agreed on the terms of this Agreement, and Moneycorp has been able to verify the Client’s identity and is satisfied that the Client has a Non-Speculative Purpose for requiring a Transaction, Moneycorp will notify the Client if Moneycorp accepts the Client (at Moneycorp’s absolute discretion) as a client.
3. With respect to the foreign exchange services which are ancillary to the payment services provided under this Agreement, the Client acknowledges and agrees that Moneycorp buys and sells foreign exchange in respect of its clients. Moneycorp will not treat any transaction on the Client's behalf if the Client is seeking to enter into a foreign exchange transaction as an investment or to profit by pure speculation on foreign exchange movements without having a genuine non-speculative purpose. If Moneycorp does not provide any of the above services, the terms of this Agreement will not apply. In such a case, the Client is buying a property, goods or services abroad (a ‘Non-Speculative Purpose’).

4. Whilst Moneycorp may provide the Client with information about foreign exchange markets and rates, Moneycorp does not provide any advice. Any decision made by the Client will make or enter into a Transaction is made on the Client’s judgement alone. It is the Client’s responsibility to familiarise themselves with the foreign exchange markets or services the Client is buying and Moneycorp will assume that the Client has done so.

5. Except where Moneycorp has specifically agreed otherwise in Writing, nothing in this Agreement gives rise to any Agency, business, agency, joint venture or partnership relationship between any Moneycorp Group Company on the one hand and the Client on the other.

6. The Client acknowledges that the Client is not a consumer within Government Ordinance no. 21/1992 on consumer protection, Law no. 193/2000 regarding the abusive clauses included in the contracts entered into between professionals and consumers, Law no. 365/2002 on electronic commerce, or any other similar legislation (as such any such enactments are as Moneycorp may agree with the Client from time to time).

7. In relation to the application of the Directive 2015/2366 of the European Parliament and the Council on payment services in the internal market to this Agreement, the Parties agree that the Client agrees that no rights shall be transferable to or held by any third party, including Moneycorp, to claim against the Client at any time such means as Moneycorp may agree with the Client from time to time.

8. For the purposes of this Agreement and any subsequent Contract and Transaction, the Client and Moneycorp hereby agree to derogate from and waive the application of the provisions of Law No 299/19/2002 on payment services and the provisions of Law No 209/2019 on payments and the amendment of certain regulations, in respect of time to time amended, replaced or revised from time to time.

9. Moneycorp may enter into Transactions with the Client by telephone, by email, by the System or any such means as Moneycorp may agree with the Client from time to time.

10. Moneycorp may accept and act upon instructions Moneycorp reasonably believes in good faith to be from the Client or, if applicable, an Authorised Person without the need to make any further investigation, whether or not the Client has previously instructed Moneycorp to do so. Moneycorp reasonably believes it needs to make enquiry of the Client in respect of an instruction, Moneycorp will not be responsible for any delay in making payment where it is unable to contact the Client after making reasonable efforts to do so.

11. For the purpose of Article 1271 of the Romanian Civil Code on handshake, to the extent applicable, Bank Drives may hereby unilaterally understand and interpret the risks of any changing circumstances, including unforeseeable and exceptional changes in circumstances, and which may render the performance of its obligations and liabilities under this agreement much more onerous or excessive (such as but not limited to the fluctuating character of exchange rates).

12. The Client agrees and acknowledges that the entering into and execution of the Agreement and the Contracts is beneficial to the Client’s activity and in connection with its business, subject.

13. All Transactions that Moneycorp enters into with or for the Client will be on the basis of this Agreement and any such related agreements as Moneycorp may enter into with the Client or amend from time to time.

3. USING THE SYSTEM

1. Depending on the rights granted to the Client, the System may be used to make transfers and/or buy and/or sell currency or to obtain quotations for currency exchange rates or to effect certain automated transactions. A Date on which a Transaction is initiated or transactions imposed by Moneycorp at all times provided that the foreign exchange operations are ancillary to the payment services which are provided by Moneycorp in accordance with this Agreement.

2. Moneycorp grants to the Client the Licence in consideration of the Client agreeing to be bound by this Agreement and restating the Client’s agreement each time the Client accesses Moneycorp with payment instruction details before the Value Date. The Client will be liable for the consequences of the Loss Order at any time up until the time at which the earlier of the following occurs: (i) the Client or, if applicable, an Authorised Person does not disclose the Access Code(s) to anyone. It is the Client’s responsibility to ensure that the Access Code(s) are not disclosed to any third party and that the Client or, if applicable, an Authorised Person do not disclose the Access Code(s) to anyone. The Client should not write down the Client’s Access Code(s) and the Client should employ appropriate security software to protect their Access Code(s) from any third party.

3. The Client agrees and acknowledges that the resulting foreign exchange Transaction will be facilitated a payment transaction. Also in so far as it concerns an Unregulated Foreign Exchange Contract (other than a Spot Contract), the Client hereby agrees and acknowledges that the Transaction will be facilitated a payment transaction. The Client must not use or attempt to use the System except for its intended purpose and shall not attempt to ascertain the source code or internal workings of the System.

4. The Client must keep the Access Code(s) confidential and secure and must not disclose the Access Code(s) to anyone. It is the Client’s responsibility to ensure that the Access Code(s) are not disclosed to any third party and that the Client or, if applicable, an Authorised Person do not disclose the Access Code(s) to anyone. The Client should not write down the Client’s Access Code(s) and the Client should employ appropriate security software to protect their Access Code(s) from any third party.

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19. The Client agrees and acknowledges that the resulting foreign exchange Transaction will be facilitated a payment transaction. Also in so far as it concerns an Unregulated Foreign Exchange Contract (other than a Spot Contract), the Client hereby agrees and acknowledges that the Transaction will be facilitated a payment transaction. The Client must not use or attempt to use the System except for its intended purpose and shall not attempt to ascertain the source code or internal workings of the System.
6. The Client’s Money and Margins for Contracts

6.1 Moneycorp is entitled to make a System Contract on the Client’s behalf, clause 4.1 will replace clause 4.3 as the relevant clause in relation to the formation of the Contract. The Contract will otherwise be concluded in accordance with this Agreement.

6.2 Where Moneycorp enters into a Contract to buy or sell Brazilian Reals: (i) Moneycorp may be required to sign certain foreign exchange contracts with Brazilian bank(s) as agent on behalf of the Client; (ii) in case of any breach of law, in respect of those Brazilian Reals, in accordance with the general principles of Brazilian law. If Moneycorp reasonably believes that Moneycorp is required to do so, the Client hereby agrees to provide those Brazilian bank(s) into whose foreign exchange contracts with the Client agrees to be bound by the relevant terms. In accordance with clause 15, the Client agrees that the Client will be responsible for any resultant Losses Moneycorp may incur; and (iii) the Client consents to Moneycorp entering into contracts for the Settlement of an equivalent amount for the purpose of providing the Client with information and the time the Client

6.3 Value of the Contracts amount, Moneycorp may require the Client to provide a Margin or increase the size of the Margin held / received from the Client. If Losses are expressed in different currency or the money held by Moneycorp for the Client do not cover all Losses and amounts that Moneycorp would need to transfer to perform those Services, Moneycorp may at its absolute discretion the Services for which it holds sufficient in order to cover both Losses and amounts necessary for transfer to Moneycorp for the purposes of this sub-clause 4.6.4, EUR or RON) shall be provided in accordance with the provisions of this Agreement and (the Client the Value Date later than that originally agreed) or draw down all or part of a Contract before the Value Date.

6.4 In relation to clause 6.2, the Client has provided additional Margin(s) (including where additional Margin has been returned to the Client in accordance with the provisions of this Agreement) the Client may be required to provide additional Margin on any further movement(s) in the value of the Client’s Contract(s) as Moneycorp determines in accordance with the provisions of clause 6.2.

6.5 In relation to clause 6.2, Moneycorp may require additional Margin(s). Moneycorp will return such additional Margin(s) to the Client where the value of the Client’s Contract(s) as Moneycorp determines in accordance with the provisions of clause 6.2.

6.6.1 The Client acknowledges that Moneycorp, as agent on behalf of the Client, is engaged in performing the selected Services. Further, Moneycorp is entitled to refrain from performing the remaining services and/or Orders until it receives necessary funds from the Client and it will inform the Client accordingly. Deduction of the corresponding Losses shall be made in accordance with the above provisions in this Clause 6.9.

7. Payment

7.1 System Contracts

7.1.1 After Moneycorp has received cleared funds from the Client for the Settlement of an Offline Contract (including any balance payable for an Offline Contract in respect of which the Client does not have an Account, clause 4.3 will replace clause 4.1) and (ii) the Client consents to Moneycorp entering into contracts for the Settlement of an equivalent amount for the purpose of providing the Client with information and the time the Client

7.2.4 Any information Moneycorp provides to any third party which provides information and the time the Client

7.2.1 In respect of Transactions which have been completed, Moneycorp will make every effort to effect the Client’s payment at the time the Client specifies but Moneycorp does not guarantee the timing of any such payment.

7.2 System Contracts

7.2.2 The Client agrees to send Moneycorp full payment on or before the Value Date. It is the Client’s responsibility to ensure that Moneycorp is provided with payment instructions in good time before the Value Date. Moneycorp may make a EUR 10 administration fee for each request.

7.2.3 Upon the Client’s request at any time, Moneycorp will provide the Client with a document containing details of any previous electronic payment(s) made by Moneycorp pursuant to a Contract by post or email. In respect of Transactions which have been completed, Moneycorp may charge a EUR 10 administration fee for each request.

7.2.4 Moneycorp will notify the Client when a request is made to provide information and the time the Client

7.3 General terms

7.3.1 In respect of Transactions which have been completed, Moneycorp may charge a EUR 10 administration fee for each request.

7.3.2 The Client agrees to send Moneycorp full payment on or before the Value Date. It is the Client’s responsibility to ensure that Moneycorp is provided with payment instructions in good time before the Value Date. Moneycorp will make every effort to effect the Client’s payment at the time the Client specifies, but Moneycorp does not guarantee the timing of any such payment.

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7.3.3 Failure to comply with the time limit specified in clause 7.3.2 means that the Client will be deemed to have waived the right to make a claim against Moneycorp in respect of any unauthorised or incorrect payment.

7.3.4 Should the Client wish to cancel a Settlement instruction, the Client must notify Moneycorp and Moneycorp must expressly confirm that the instruction has been cancelled. The Client must provide evidence that the instruction was cancelled. The Client must ensure that the instruction was cancelled. The Client must ensure that the instruction was cancelled. The Client must ensure that the instruction was cancelled.

7.4 Should the Client wish to cancel a Settlement instruction, the Client must notify Moneycorp and Moneycorp must expressly confirm that the instruction has been cancelled. The Client must provide evidence that the instruction was cancelled. The Client must ensure that the instruction was cancelled.

7.5 Costs and Expenses

7.5.1 Moneycorp does not charge any commission. Moneycorp may charge a mark-up or mark-down (the difference between the price which Moneycorp agrees with Moneycorp’s Counterparty and the Transaction execution price quoted to the Client).

8. Taxes

8.1 The Client is responsible for all taxes (or Romanian or foreign) that may arise as a result of or in connection with a Transaction, whether under current legislative framework or as a result of changed law or practice. Moneycorp shall have no responsibility for any of the Client’s tax liabilities or obligations in connection with the provision of information and the time the Client

9. Costs and Expenses

9.1 The Client receives a copy of the Agreement. Moneycorp may charge a mark-up or mark-down (the difference between the price which Moneycorp agrees with Moneycorp’s Counterparty and the Transaction execution price quoted to the Client).
9.2 Moneycorp will charge the Client for any transfer fees, taxes, tariffs or other reasonable out-of-pocket costs or expenses that Moneycorp may incur in connection with the Transaction. 

10.1 The Money Laundering Requirements require Moneycorp to implement certain due diligence procedures in relation to the identity of each client, the nature of each client’s business arrangements or upon request. Moneycorp will charge the Client for any transfer fees, taxes, tariffs or other reasonable out-of-pocket costs or expenses that Moneycorp may incur in connection with the Transaction.

10.2.4 Any notice of termination given pursuant to this clause shall be subject to any Contract which has not been settled, closed or terminated prior to the termination date specified in the Written notice of termination.

12.2.2 The Client fails to make any payment to Moneycorp when due; or

12.2.3 The Client fails to provide sufficient Margin or additional Margin required to be provided strictly when required under any applicable Agreement; or

12.2.4 The Client otherwise commits a material breach of this Agreement or the Contract in question (in respect of termination of that Contract) and (if such breach is remediable) fails to remedy that breach within a reasonable period of time after being notified in Writing to do so; or

12.2.5 Moneycorp reasonably determines that the Client will be unable to fulfill the Client’s obligations under any Contract; or

12.2.6 On the occurrence of a Force Majeure Event, for Moneycorp to continue any Contract would expose Moneycorp to a liability against which Moneycorp is not protected; or

12.2.7 Moneycorp suspects fraud.

12.2.8 Moneycorp is required to do so on the instruction of any law enforcement or regulatory agency or other body with appropriate authority (in which case Moneycorp may retain or use such funds or Monies for the purposes of investigating or preventing any criminal activity or the proceeds of any criminal activity). 

12.2.9 Client is not relying on any communications from Moneycorp (whether oral or written, including by electronic means) which Moneycorp may share Moneycorp’s revenue with a Moneycorp Group Company or third parties and, where appropriate, Moneycorp will provide the Client with relevant details of such actions. 

10.2 Moneycorp may charge the Client’s Account for any transfer fees, taxes, tariffs or other reasonable out-of-pocket costs or expenses that Moneycorp may incur in connection with the Transaction. 

10.3 Moneycorp reasonably determines that the Client will be unable to fulfill the Client’s obligations under any Contract; or

12.2.10 Moneycorp reasonably determines that the Client will be unable to fulfill the Client’s obligations under any Contract; or

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including being in a state of 'insolventa', 'proceduri de insolventa', 'reorganizare judiciara', 'liquidator', 'receiver', 'administrator', 'administrative receiver, compulsory manager, conciliator' (Romanian, 'administrație specială', 'administrație ad hoc', 'mandat ad-hoc', 'mandat ad-doc', and 'conciliator');
(v) 'Security' means any mortgage, pledge (Romanian, 'gaj'), security interest (Romanian, 'interes financiar'), charge, privilege, priority, assignment, lien, enforcement measures (Romanian, 'expropriare', 'sastrăuirea', 'sastrăuirea totală', 'interes', 'execuție', 'execuție prin retragerea averii', 'execuție prin retragerea averii a contractului', 'execuție prin retragerea averii a judecătului', 'execuție prin retragerea averii a contractului ad-hoc', and 'execuție prin retragerea averii a contractului ad-doc', and 'conciliator');
(vi) 'Tender' means any tender, proposal, deployment, offer (Romanian, 'propunere', 'proiectare', 'implementarea', 'ofertă');
(vii) 'Transaction' means any transaction, sale, purchase, or other similar negotiation (Romanian, 'negociere', 'vânzare', 'cumpărare', 'negocieri');
(viii) 'Transaction' means any transaction, sale, purchase, or other similar negotiation (Romanian, 'negociere', 'vânzare', 'cumpărare', 'negocieri');
(ix) 'Transaction' means any transaction, sale, purchase, or other similar negotiation (Romanian, 'negociere', 'vânzare', 'cumpărare', 'negocieri');
(x) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
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(xxiv) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(xxv) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(xxvi) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(xxvii) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(xxviii) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(xxix) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(x) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(xi) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(xii) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(xiii) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(xiv) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(xv) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(xvi) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
(xvii) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
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(xx) 'Unilateral Agreement' means any unilateral agreement (Romanian, 'utilitară', 'utilitar', 'contract de încasare', 'contract de încasare complex', 'contract de încasare complex de la prețuri de penalty', 'contract de încasare complex de la prețuri de penalty');
}
service providers, other Moneycorp Group Companies, or Moneycorp’s agents (including their subcontractors), on the understanding that they keep it confidential. Moneycorp may also pass personal data to regulators and/or to third parties in order to prevent, detect, or address illegal, illegitimate, or suspicious or fraudulent activity, and to regulators and in authorities in connection with their duties (such as crime prevention), credit referencing agencies and identity checking agencies (and other sources of information that help to identify or verify the identity of any new or existing Customer). Personal data may also be kept by third parties and may be used to help other companies verify the Customer’s credit rating and identify, and to prevent fraud. Moneycorp may also need to give its auditors, professional advisers, and other people providing services to Moneycorp personal data relating to the Client, who is interested in doing business by virtue of clause 18.1. Moneycorp may send personal data outside the European Economic Area (EEA) to third parties which may not be bound by equivalent standards of data privacy laws as that in Europe or the EEA, more specifically United States of America, Australia, Brazil, India and any other countries that Moneycorp may advise of from time to time. Where Moneycorp sends personal data outside the EEA, it is interested in doing business by virtue of clause 18.1. Moneycorp will have a Data Protection Officer (DPO), responsible for ensuring that personal data is not processed in a way that is incompatible with the purposes for which it was collected. The DPO will be bound by a Data Processing Agreement which is included as Appendix 1 to the Agreement. An up-to-date version of Moneycorp’s full Client privacy policy is available on Moneycorp’s Website or on request from the Client’s usual Moneycorp point of contact or Moneycorp’s data protection officer, reachable at DataProtection@moneycorp.com / +44 (0) 20 3823 0059.

18. AGREEMENT
18.1 Moneycorp may, at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of its rights and/or obligations arising under or out of this Agreement. For the purpose of this clause 18.1, the Client hereby expressly and priorly agrees to any assignment or transfer by Moneycorp of any or all of its right and/or obligations under this Agreement (including but not limited to the rights of receiving of fees, service charges, loss of profits, interest, extension of contract, revocation or other mechanism permitted by the applicable law). Moneycorp may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or assignee.

18.2 This Agreement and all Contracts are personal to the Client and its rights and obligations may not be transferred or assigned by the Client to anyone else, although the rights and obligations will pass to the Client’s successors and permitted assigns (where relevant).

19. NOTICES
19.1 Except otherwise provided in the Agreement, any notice or other communication, other than any Order, will be required to be given in Writing in this Agreement and shall:

19.1.1 if delivered personally, sent by pre-paid priority mail (ie Prioprior) registered mail with confirmation of receipt (Romanian, scrisoare recomandata cu confirmare de primire) or by commercial courier, fax or email to such address (including a fax number or an email address) as the Client has specified in the Agreement. The Client is responsible for notifying Moneycorp of any changes to such contact details and Moneycorp shall be entitled to serve notice on the Client by sending (by any legal or other communications means) the last known contact details that the Client has provided to Moneycorp for the purposes of this Agreement or Contract; or, in each case, as otherwise specified by the relevant Party by notice in Writing to the other Party.

19.1.2 if delivered by such notice or other communication shall be deemed to have been duly received:

19.1.2.1 if delivered personally, sent when left at the address and for the contact referred to in this clause or

19.1.2.2 if sent in Romania by pre-paid priority mail (ie Prioprior) at 9 am (Romanian time) the latest on the fifth day after posting;

19.1.2.3 if sent by registered mail with confirmation of receipt (Romanian, scrisoare recomandata cu confirmare de primire), on the date of the advice/acknowledgement of receipt;

19.1.2.4 if delivered by commercial courier, on the date and at the time of the courier’s delivery receipt;

19.1.2.5 if delivered by fax or email, when a delivery confirmation or receipt is received by the delivering Party;

19.1.3 in the event Moneycorp suspects any fraudulent activity on the Account.

19.3 For the service of any proceedings or other documents in any legal action, any statutory proceedings in the relevant jurisdiction shall prevail.

19.4 In the event that Moneycorp suspects any fraudulent activity on the Client’s Account, Moneycorp will attempt to contact the Client using a secure method in order to discuss such suspicious or fraudulent activity.

20. GENERAL
20.1 Any typographical, clerical or other error or omission in any documentation produced by Moneycorp under or in connection with this Agreement shall be subject to correction without any liability on Moneycorp’s part.

20.2 Moneycorp will provide the Client with a copy of this Agreement upon request. Moneycorp may send this to the Client by post, email, fax or by displaying it on Moneycorp’s Website.

20.3 Moneycorp may amend this Agreement on reasonable notice to the Client in accordance with its statutory obligations. Moneycorp will provide the Client with details of the amendments together with the date from when such amendments become effective ("Effective Date"), which cannot be less than one (1) month from receipt by the Client of the proposed amendments. The amendments shall be considered accepted by the Client if Moneycorp does not receive a notice of non-acceptance prior to the Effective Date. If the Client does not agree with the proposed amendments, the Client may terminate this Agreement prior to the Effective Date subject to any pre-existing Contracts continuing subject to the terms of this Agreement and that all sums due to Moneycorp under the Contract are settled by the Client prior to the Client terminating the Agreement. The amendments will apply to all of the Orders and to all Contracts entered into by the Client after the Effective Date, save that the amendments will apply to Contracts entered into prior to the Effective Date when required by law or any relevant Money Laundering Requirements. The Client should refer to the current version of this Agreement on Moneycorp’s Website before giving Moneycorp an Order. For the purpose of this Clause 20.3, the Parties agree that any notice and communications shall be deemed delivered in accordance with the provisions of Clause 19.2 above. Without affecting the entering into an amendment as per the above provisions, the Parties agree that the placement by the Client of a new Order (either Offline Order or System Order) after the Effective Date shall be deemed as an express and unconditional acceptance by the Client of the amendments.

20.4 If any provision (or part of any provision) of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

20.5 No failure or delay by Moneycorp to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

20.6 Should any provisions of this Agreement be in conflict with any other documentation or information provided by Moneycorp, the Client shall be provided to Moneycorp in connection with any particular Contract, then this Agreement shall have priority unless specifically agreed by Moneycorp in Writing that such other documentation and information shall have priority in whole or in part.

20.7 This Agreement constitutes the whole agreement between the Client and Moneycorp and supersedes all previous agreements (whether Written or verbal) with Moneycorp relating to its subject matter. The Client acknowledges that, in entering into this Agreement, the Client has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether Written or verbal and made negligently or innocently) other than as expressly set out in this Agreement or Contract. Nothing in this clause shall limit or exclude any liability for fraud.

20.8 All Intellectual Property Rights in the System, the Website, any advertising material issued by or on behalf of Moneycorp, all information, materials, prices or charts, business methods, databases or settlement specifications relevant to this Agreement or otherwise used or arising in connection with this Agreement will remain the property of Moneycorp or any third party which provided it to Moneycorp and the Client will have no rights to distribute, reproduce, copy, reproduce, sell, sub-license or otherwise transfer or disseminate any of the foregoing unless otherwise expressly agreed in Writing.

20.9 Any Orders and all communications between the Client and Moneycorp will be in English and/or Romanian.

20.10 In the event that the Client wishes to make a complaint in relation to the products and services Moneycorp offers, the Client may do so either in Writing to Moneycorp’s branch office address at Moneycorp Technologies Limited Dublin - Sucursala Bucuresti, Victorya Center, 9th Floor 145A Bucuresti, District 1 Bucuresti, postal code 020072, in person, via email at reclama@moneycorp.com or via telephone on +44 316 305 311.

20.11 All applicable complaints will be handled in accordance with CBI rules regarding dispute resolution. A copy of Moneycorp’s complaints procedure is available upon request and is also published on Moneycorp’s Website.

20.12 Moneycorp Technologies Limited is insured against professional liability for services provided in Romania. Details will be provided on demand.

20.13 This Agreement is and any Contract(s) will be deemed to have been formed in Romania, and any dispute or claim arising out of or in connection with any Contract or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Romanian law. Both Parties irrevocably agree that the Romanian courts shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Agreement, any Contracts or their subject matter or formation (including non-contractual disputes or claims).

20.14 Notwithstanding clause 20.12, Moneycorp may elect to start proceedings against the Client in any jurisdiction in which the Client is resident when seeking to recover any amounts due to Moneycorp under this Agreement or any Contract.

20.15 Each of the Parties will at all times during and after the term of this Agreement use reasonable endeavours to keep confidential any information that is disclosed to it by the other Parties which is confidential to that other Party (whether orally or in Writing and whether or not such information is expressly stated to be confidential or marked as such) and will not disclose the same except with the Written consent of the other Party or unless required to disclose the same by law or order of a court.

20.16 The failure or delay of either Party to exercise a right, remedy, power or privilege under the Contract will not operate as a waiver of the same and any waiver must be in Writing in order to be effective.

20.17 The Client hereby expressly acknowledges and accepts the following clauses: 3.2, 3.6, 3.8, 3.9, 2.13, 3.11, 3.12, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.0, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5.1, 5.2, 5.3, 6.5, 6.6, 6.7, 6.9, 7.1, 7.2, 7.3, 8.9, 9.11, 12, 13, 14, 15, 18, 20, 20.4, 20.5, 20.6, 20.8, 20.13, 20.14, 20.15 and 20.16 of the Agreement.
Moneycorp Group Privacy Policy

Introduction

Moneycorp Group ("Moneycorp" “we”, “our”, "us") is committed to ensuring that your personal data is used correctly and in accordance with the highest standards of Data Protection Law.

This Privacy Policy ("Policy") explains in detail the types of personal data we may collect about you and what we do with your personal data. It also sets out what we do to keep your personal data secure, as well as your rights in relation to the personal data we hold about you.


When this policy mentions “Moneycorp,” “we,” “us,” or “our,” it refers to the Moneycorp company that you contract with and who is responsible for your information under this Privacy Policy (the “Data Controller”).

Please see the “Definitions and Glossary” section to understand the meaning of some of the terms used in this Policy.

What personal data do we collect?

Information you provide us when you use our Services or contact our team:

- Personal details such as your name, gender, residential address, date of birth, telephone number, email address and social security number (U.S. citizens only).
- Copies of documents you provide to prove your age or identity. For example, government issued ID, passport, driving licence, marriage certificate and utility bill.
- Copies of documents you provide to prove your source of funds. For example, your bank statement or payslip.
- Bank account and payment card details
- Personal details of your payees ("Beneficiary Details") – note: by providing this information to Moneycorp, you agree to have obtained the payee’s consent to their personal data being processed by Moneycorp.

Information we collect about you when you use our Services or contact our team:

- Details of the transactions you carry out when using our Services, including geographic location from which the transaction originates.
- If you have a Moneycorp online account, we will collect and keep encrypted records of your username, password and security question answers.
- In relation to our websites, we will log your Internet protocol (IP) address so that it recognised next time you visit.
- CCTV images at our bureaux de change.

We will update the information we hold on you as and when you provide it to us during our communications with you. However, whenever possible, you should advise us if information we hold on you needs updating or is no longer accurate.
When do we collect personal data about you?

- When you visit any of our websites or download and install the Moneycorp app.
- When you make an enquiry about our Services or open an account with us online, over the telephone, by post or in person.
- When you make international payments online, over the telephone, by post or in person.
- When you reserve or purchase foreign currency with us online or in person at one of our bureaux de change.
- When you enter into a competition or take up a promotional offer.
- When you have given a third party permission (e.g. a Referring Partner) to share with us your personal data.
- When you report a problem, make a query or issue a complaint about our Services.
- When you visit a Moneycorp travel money bureaux de change, you may be recorded on CCTV.
- During correspondence with Moneycorp employees (or persons acting on our behalf) over telephone, email, post or in person.

The “lawful basis” we rely on to process your personal data

Data Protection Law sets out six lawful basis that organisations, businesses and governments can rely on to collect and process personal data. Moneycorp predominately relies on the following:

1. **Consent**
   - This means processing your personal data where you have explicitly given us permission to do so.

2. **Performance of a Contract**
   - This means processing your personal data in order to fulfil our contractual obligations with you.

3. **Legal Obligations**
   - This means processing your personal data where it is necessary for compliance with a legal or regulatory obligation to which we are subject.

4. **Legitimate Interests**
   - This means processing your personal data where we or a third party have a legitimate interest to do so. We make sure we consider and balance any potential impact on your rights before we process your personal data for our legitimate interests. Where our interests are overridden by a negative impact on your privacy rights, we will not process your personal data.

How do we use your personal data?

We may process your personal data for the following purposes, depending on how you interact with us.

1. **To complete the delivery of our foreign exchange, bank and international payment services ("Services")**
   - Without your personal data, we would not be able to open your moneycorp account, facilitate your foreign exchange transactions and complete the delivery of our services.
As part of our online account opening process, we will send you a one-off follow up registration email should you not complete the second page of the online account registration page. We will do this on the basis of our legitimate interests.

At the start of the relationship, Moneycorp may also call or email you to discuss the reasons for opening an account and your foreign exchange needs. We will do this on the basis of our legitimate interests.

Throughout the relationship, Moneycorp may also be required to send you communications known as ‘service messages’ in order to inform you about changes to the services we provide you. For example; changes to our terms and conditions and/or privacy policy, changes to our opening hours and bank account details, reserve and collect order confirmations and proof of payment confirmations. These service messages will not include any promotional content and cannot be unsubscribed from.

2. **To respond to your queries and complaints.**

Without your personal data, we would not be able to effectively respond and handle queries or complaints. We may keep a record of our correspondence to demonstrate how we communicated with you throughout. We will do this on the basis of our legitimate interests and our legal obligations.

3. **To comply with our legal and regulatory obligations**

In order to meet our legal and regulatory requirements, we are required to carry out regulatory checks in order to prevent and detect fraud, money laundering, identity theft and other crimes.

4. **To analyse, test and improve our systems and databases**

We may use your personal data to ensure that our systems are tested thoroughly. This ensures that the system can cope with comparable volumes of information, that a wide range of realistic scenarios are covered, and that the test will reflect all the possible combinations that occur in the real environment. Test systems are isolated from external networks to ensure that live systems are not compromised. In addition, to ensure data is not compromised, we carry out various risk assessments, and have implemented safeguards to ensure data security. We will do this on the basis of our legitimate interests.

5. **To develop new and improved products and services, including conducting market research and product analysis**

For this purpose, we will use cookies to personalise your next visits to our websites and to measure volumes and patterns of website usage. Full information can be found in our Cookie Policy [here](#). This includes information on how to adjust your browser settings to accept or reject cookies. We will do this on the basis of our legitimate interests.

6. **For training and quality purposes**

We are continually reviewing the quality of the services we provide in order to improve your experience with Moneycorp. We will do this on the basis of our legitimate interests.

7. **To keep you informed about relevant products, special offers and market news**

**Moneycorp US Customers (Private & Corporate)**

For Moneycorp US Inc. customers, we will keep you informed about relevant products, special offers and market news up and until you tell us otherwise (i.e. until you opt-out).

**TTT Moneycorp, Moneycorp FRM and Moneycorp CFX Customers (Private)**

For customers who agreed to receive to marketing before the 25th May 2018, we will continue to send you relevant products, special offers and market news unless you tell us otherwise (i.e. until you opt-out).
will rely on our legitimate interests and the soft opt-in exception made available by the Privacy and Electronic Communications Directive 2002 to do this.

For new private customers (inc. sole traders and non-limited partnerships), we will only keep you informed about relevant products, special offers and market news where you have explicitly consented.

**TTT Moneycorp, Moneycorp FRM and Moneycorp CFX Customers (Corporate)**

For new and existing corporate customers (exc. sole traders and non-limited partnerships) we will keep you informed about relevant products, special offers and market news up and until you tell us otherwise (i.e. until you opt-out).

You are free to opt-out of receiving marketing communications from us at any time by following one of the options set out in the “Managing your marketing preferences” section of this Policy.

**Telephone & Email Recording**

Telephone calls made and received by Moneycorp may be recorded and internally monitored for the purposes of:

1) Ensuring that Moneycorp complies with its regulatory obligations;
2) Evidencing your use of our Services;
3) Investigating complaints;
4) Gathering evidence in disputes; and
5) Improving Moneycorp’s Services (training and quality control).

Moneycorp may also maintain a record of all emails sent by or to Moneycorp for the same purposes.

**Who do we share your personal data with?**

We may share your personal data with the following entities for the purposes described in this Policy:

1. **Moneycorp subsidiaries, overseas branches, affiliates and sister companies**
   
   A complete and up-to-date list can be found in the “Definition and Glossary” section of this Policy.

2. **Third party service providers**

   This includes:
   
   - Agencies who provide credit referencing, identity checking, sanction screening and fraud prevention services.
   - Auditors and professional advisers such as lawyers and consultants.
   - Banks and financial services who facilitate our foreign exchange transactions and provide our Explorer Card product.
   - Companies who host, support and maintain our website, databases, archives and other business systems.
   - Companies who provide off-site hard copy information management facilities.
   - Companies who provide Moneycorp with its customer relationship management application.
   - Companies who perform functions on our behalf in the areas of IT development, IT support, back office, compliance and finance.
   - Companies that provide our email archiving and backup system.
• Companies that provide our telephone call recording system and tracking analysis software.
• Companies that carry out our direct marketing and research survey emails and texts.
• Companies that provide our online live chat platform.
• Companies who assist with providing our two-factor authentication security process.
• Companies that provide our online electronic signature software.
• Companies that provide our refer-a-friend programme.
• Companies that enable Moneycorp to collect customer reviews of its Services.
• Companies that provide our customer rewards and incentive scheme.
• Companies that provide Moneycorp with its appointment scheduling software.

3. Public Authorities & Regulatory Bodies

This will only be in response to lawful requests made from public authorities and regulatory bodies in order to meet national security, public interest or law enforcement requirements.

4. Media Partners.

Moneycorp provides its international payment services to and on behalf of a number of media companies. This includes Radio Times, Mail Finance, The Telegraph, City A.M., The Guardian, The Evening Standard, Sainsbury's Bank and CNN (the "Media Partners").

Moneycorp will not pass on your personal data to these Media Partners unless we either (a) have your explicit consent to do so or (b) you are a Mail Finance, Sainsbury's Bank or Telegraph International Money Transfer customer.

For Mail Finance, Sainsbury's Bank and Telegraph International Money Transfer customers, we will pass on your name and contact details to Mail Finance, Sainsbury's Bank and the Telegraph so they can remove you from marketing intended for individuals who are not yet Main Finance, Sainsbury’s Bank or Telegraph International Money Transfer customers.

5. Referring Partners

If you have been referred to Moneycorp by a third party who you and Moneycorp both have a separate direct relationship with (e.g. an estate agent, law firm or an independent financial advisor), we may provide such third party with personal data relating to you (name & trading activity) in which they are interested in by virtue of Moneycorp’s agreement with them (e.g. for commission purposes and tracking the success of referrals) and where your interests and privacy rights do not override those interests.

6. Other third parties

With your explicitly consent only, we may pass your personal data to a third party for their own direct marketing purposes.

We may also pass your personal data to third parties for the purposes of administering Moneycorp promotions/prize draws/competitions you have entered in to. We will rely on our legitimate interests to do this.

In the event we sell divisions of our business, we may disclose your personal data to prospective purchasers and their advisers so they can evaluate the relevant business.
Please note our websites may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility for them. Please check these policies before you submit any personal data to these websites.

**Sharing your personal data outside the European Economic Area**

To facilitate our global operations, the personal data that we collect from you may be transferred to, and stored at, destinations both in and outside the European Economic Area ("EEA").

Where processed outside the EEA, we will take appropriate steps to ensure your personal data still receives a level of protection that is consistent with European data protection standards. For example, we will only share your personal data outside the EEA if we have an EU approved model clauses agreement in place or if the third party receiving your personal data has signed up to an EU approved data sharing mechanism.

**How do we protect your personal data?**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

Personal data is protected by a defence in depth security programme that is aligned to the industry’s best practice and the National Institute of Standards Technology (NIST) documentation. Protections include, but are not limited to, mature access control (with strict procedures around privileged access), network segmentation, standard security appliances (firewalls, IPS, AV, monitoring via SIEM), secure configuration and system hardening, monthly vulnerability assessments and yearly penetration tests, documented processes and procedures, DLP protection, rogue detection, and monthly rolling patch management and vulnerability remediation. Payment card information is tokenized to ensure it is protected. We also secure access to all transactional areas of our websites and apps using 'https'.

We provide our employees with training and detailed information about our data handling practices through internal company policies such as our Data Protection Policy. All employees have to certify that they have read and understood the contents of our Data Protection Policy where is reviewed and updated on an annual basis. As well as our data protection policy, which governs how we process data throughout the Moneycorp Group, we have a separate suite of internal policies which govern areas such as information security and information classification.

If you know or have reason to believe that your Moneycorp account credentials have been lost, stolen or otherwise compromised or in case of any actual or suspected unauthorised use of your Moneycorp account, please contact us following the instructions in the Contact Us section below.

**How long will we keep your personal data?**

In accordance with our legal and regulatory obligations (for example, Money Laundering Regulations), we will retain your personal data for a period of six years from the end of your relationship with us (seven years if you are a Moneycorp PTY customer).

**Inactivate Accounts**

If you have not used your account for more than two years, it will be flagged as inactive and we’ll contact you to ask whether you want to keep it open. Unless you reply to say ‘yes’, we will close and deactivate your account.

**Closed Accounts**

If you inform us you longer wish to have a Moneycorp account, we will close and deactivate your account.

At the end of the retention period, your personal data will either be anonymised (so that it can only be used in a non-identifiable way for statistical analysis and business planning), made inaccessible or unintelligible (for system
integrity purposes) or deleted completely. However, we may retain your information beyond this retention period if we have a legitimate business interest to do so (or we can rely on another lawful basis).

**Your data protection rights**

You have a number of rights under Data Protection Law which, in certain circumstances, you may be able to exercise in relation to the personal data we process about you. This includes:

**Right to Access:** You have a right to receive a copy of the personal data we hold about you. This is commonly known as a Data Subject Access Request. Please note that you must verify your identity and request before further action is taken. As a part of this process, government identification may be required.

**Right to Data Portability:** You have a right to receive certain information you have provided to us in a ‘machine-readable’ format and/or request that we transmit it to a third party.

**Right to Erasure:** You have a right to request that we erase your personal data. However, we may not always be able to comply with your request of erasure for specific legal and regulatory reasons which will be notified to you, if applicable, at the time of your request.

**Right to Object:** In cases where we are processing your personal data on the basis of our legitimate interest, you can ask us to stop for reasons connected to your individual situation. We must then do so unless we believe we have a legitimate overriding reason to continue processing your personal data.

**Right to Lodge a Complaint:** You have the right to lodge a complaint with your national data protection authority. Further details can be found in the “Contact Us” section of this Policy.

**Right to Rectification:** Where your personal data is inaccurate, out-of-date or incomplete, you have the right to request an amendment to it.

**Right to Withdraw Consent:** Where you have given us your consent to process your personal data, you have the right to change your mind at any time and withdraw that consent.

If you wish to exercise any of these rights, please get in touch by using the details in the “Contact Us” section below. Please note we will ask you to verify your identity before proceeding with any request you make.

**Managing your Moneycorp marketing preferences**

There are a number of ways you can update or stop direct marketing communications from us:

- Click the ‘unsubscribe’ link in any email communication that we send you. We will then stop any further emails from that particular business entity of Moneycorp. Please note unsubscribe links are not sent on service emails. Please note that unsubscribe links are not included in service emails because you cannot unsubscribe from service emails.

- If you have a Moneycorp Bank or International Payments account, login into your account, visit the ‘My Account” section of the homepage and click on the “Manage my Communications” link.

- Email DataProtection@moneycorp.com or call +44 (0)20 3823 0009

If you have downloaded Moneycorp’s App (UK only) and wish to disable push notifications, you can do this by following the below steps:

**For iOS Devices:**

- Open your Settings app and tap “Notifications”

- Swipe up until you see the Moneycorp App
Select the Moneycorp App and tap the check box next to “Allow Notifications” to disable

For Android Devices:
• Open your Settings app and tap “More”
• Tap Application Manager and select “Downloaded”
• Select the Moneycorp App and tap the check box next to “Show Notifications” to disable

If you have opted in to receive Moneycorp’s web notifications and wish to disable push notifications, you can do this by following the below steps:

For Chrome browsers:
• Open your Settings app and click ‘Advanced’.
• Under ‘Privacy and security’, click Site settings.
• ‘Click Notifications’.
• Choose to block or allow notifications:
  (i) Block all: Turn off ‘Ask before sending’.
  (ii) Block a site: Next to ‘Block’, click ‘Add’. Enter the site and click ‘Add’.
  (iii) Allow a site: Next to ‘Allow’, click ‘Add’. Enter the site and click ‘Add’.

For Firefox browsers:
• Click the menu button and select ‘options’.
• Click ‘Privacy & Security’ from the left pane.
• Scroll to the Permissions section.
• Click the ‘Settings’ button next to notifications.
• Select the website.
• Click the ‘Remove Website’ button.

Please note that you may continue to receive communications for a short period after changing your preferences while our systems are fully updated.

Moneycorp US Inc. Customers

If you are a Moneycorp US Inc. customer, your personal data will processed be in accordance with the terms of this Policy and applicable U.S federal and state law. For the purposes of this Policy, references to ‘personal data’ includes ‘personally identifiable information’, ‘personal information’ (as defined in the California Consumer Privacy Act) and ‘non-public personal information’ (as defined in The Gramm-Leach-Billey-Act).

As part of the Moneycorp Group, please note your personal data may be processed by other Group entities and third party service providers located outside the United States.

California Privacy Rights
This part of the Privacy Policy describes the rights of Californians under the California Consumer Privacy Act 2018 ("CCPA"). The CCPA requires businesses like us, which process Californian residents’ personal information, to provide certain information to them.

Like all our clients, you have the right to request a copy of your personal information. Under the CCPA, you can also request that we disclose how we have collected, used, and shared your personal information over the past 12 months, including the categories of personal information we collected and our purposes for doing so; the categories of sources for that information; the categories of third parties with whom we shared it for a business purpose and our purposes for doing so. California residents also have the right to submit a request for deletion of personal information under certain circumstances. If you wish to do any of these things, please contact us following the instructions in the Contact Us section below. However, please note that you must verify your identity and request first before further action is taken. As a part of this process, government identification may be required.

California residents also have a right to opt out of the sale of their personal information by a business and a right not to be discriminated against for exercising one of their Californian privacy rights. Moneycorp does not sell the personal information of any of its clients and does not discriminate in response to privacy rights requests.

In accordance with the CCPA, Moneycorp will also (a) never share your personal information with third parties for their own direct marketing purposes without your consent or (b) collect new categories of personal information or use them for materially different purposes without first notifying you.

**Moneycorp PTY Customers**

Moneycorp is also bound by the Australian Privacy Principles (the "Principles"), established under the Privacy Act 1988. Moneycorp will comply with the Principles and this Policy sets out the basis on which any of your personal information will be processed by us and reflects Moneycorp’s commitment to maintain the confidentiality of personal information.

**Contact Us**

You can direct any questions or complaints about the use or disclosure of your personal data to us at:

**Data Protection Officer**

Email: DataProtection@moneycorp.com  
Telephone: +44 (0)20 3823 0009  
Post: Floor 5, Zig Zag Building, 70 Victoria Street, London, SW1E 6SQ

If you are based in the US and have any questions about this Policy or believe our customer records contain incorrect information about you, please contact us on 1-800-239-2389 or email us at complianceinquiries@moneycorp.com.

If you feel that your personal data has not been handled correctly, or you are unhappy with our response to any requests you have made to us regarding the use of your personal data, you have the right to lodge a complaint with the Information Commissioner’s Office.

You can contact them by calling **0303 123 1113** or visiting [www.ico.org.uk](http://www.ico.org.uk).

If you are based outside the UK, you have the right to lodge your complaint with the relevant data protection authority in your country of residence.

A complete list of applicable European Data Protection Authorities can be found at: [https://ec.europa.eu](https://ec.europa.eu).

For US customers, complaints can be made to the Federal Trade Commission – [https://www.ftc.gov](https://www.ftc.gov).

For Australia customers, complaints can be lodged with the Office of the Australian Information Commissioner – [https://www.oaic.gov.au](https://www.oaic.gov.au).
For Hong Kong customers, complaints can be lodged with the Privacy Commissioner for Personal Data – https://www.pcpd.org.hk.

For other non-data protection matters, please contact your Account Executive or your usual point of contact. You can also speak to a member of our team by calling Customer Services here.

Changes

Effective Date: 25th May 2018  
Last Modified: 20th March 2020

We reserve the right to amend this Policy from time to time without notice in order to be consistent with Data Protection Law requirements. Where we do make significant changes to this Policy, we will take appropriate steps to bring those changes to your attention.

Glossary and Definitions

<p>| <strong>Data Protection Law</strong> | This means the EU General Data Protection Regulation 2016/679 (GDPR) and European Member’s States national implementing legislations; the e-Privacy Directive 2002/58/EC (as amended by Directive 2008/136/EC) and European Member’s States national implementing legislations; US Federal Law (including, but not limited to The Federal Trade Commission Act, The Gramm-Leach-Bliley-Act of 1999 (GLBA), The CAN-SPAM Act 2003 and the Telephone Consumer Protection Act) (applicable to Moneycorp Inc and Moneycorp US Inc. only); US State Law (including, but not limited to The California Consumer Privacy Act 2018, The Standards for The Protection of Personal Information of Residents of the Commonwealth and The Florida Information Protection Act (applicable to Moneycorp Inc and Moneycorp US Inc. only); The Australian Privacy Act 1988 (applicable to TTT Moneycorp PTY Limited only); The Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (Ordinance) (PCDP) (applicable to Moneycorp (Hong Kong) Limited only); The Data Protection Law (DIFC Law No. 1 of 2007) (UAE representative office only); and The Internet Bill of Rights Law (Marco Civil da Internet) and The Consumer Protection Code (Código de Defesa do Consumidor) (applicable to Moneycorp Banco de Câmbio only). |
| <strong>European Economic Area</strong> | The means the countries of the European Union and members countries of the European Trade Association. A complete list of applicable countries can be found at: <a href="https://www.gov.uk/eu-eea">https://www.gov.uk/eu-eea</a> |
| <strong>Moneycorp Group</strong> | This includes: Moneycorp Bank Limited (Gibraltar); Moneycorp CFX Limited (UK); Moneycorp Financial Risk Management Limited (UK); Moneycorp (Hong Kong) Limited (including UK branch); Moneycorp Shared Services Limited (UK); Moneycorp S.L.U. (Spain); Moneycorp Technologies Limited (UK); Moneycorp Technologies Limited (Ireland), including Romanian and Spanish branches; Moneycorp Inc. (U.S.). Moneycorp US Inc. (U.S); Moneycorp Banco de Câmbio (Brazil); TTT Moneycorp Limited (UK) including UAE Representative Office; TTT Moneycorp Pty Limited (Australia). For full details including company registration numbers and addresses please click here. |
| <strong>Personal Data</strong> | This means information that can be used to directly or indirectly identify a living person. Also referred to as ‘personal information’, ‘personally identifiable information’ and ‘non-public personal information’. |</p>
<table>
<thead>
<tr>
<th><strong>Process, Processing, Processed</strong></th>
<th>This means operation or set of operations which are performed on data. This includes collecting, viewing, recording, organising, structuring, storing, using and destroying.</th>
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<tbody>
<tr>
<td><strong>Referring Partner</strong></td>
<td>This means an entity who has referred an individual or company to a Moneycorp Group establishment in order to engage in our services. They are also known as Introducers and include property agents, law firms, financial accountants and banks.</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>This means our foreign exchange, international payment and bank products and services provided by Moneycorp Group companies.</td>
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