

User Terms and Conditions

1. About us

- 1.1. Zambezi FX Limited is a company registered under the laws of England and Wales with registration number 11111233 and registered office at 20-22 Wenlock Road, London, N1 7GU, United Kingdom.
- 1.2. Zambezi FX Limited is authorised by the Financial Conduct Authority (FCA) under the Payment Service Regulations 2017, registration number: 803450, to carry out payment services. It is also registered with Her Majesty's Revenue and Customs ("HMRC") for money laundering supervision.
- 1.3. As a Payment Service Provider, the main business of Zambezi FX Limited is money transfers.

2. The Service

- 2.1. Zambezi FX Limited ("Zambezi FX", "we", "our", or "us") operate a website and mobile platform (the "Services" or "Portal") which enables the transfer of money by any person or business from the United Kingdom ("You" or "sender") to any person or business in any of the supported countries in which we operate (the "Recipient")
- 2.2. The electronic User Terms and Conditions constitute the agreement ("Agreement") between Us and You, being the individual registered user of the Service and stipulate your use of our Service
- 2.3. Zambezi FX reserves the right to cease providing the Services in any of the Supported Countries at any time and without any notice to you.

3. Using the Service

- 3.1. By setting up an account, accessing or using the Service you agree to abide to these Terms of Service.
- 3.2. If you do not agree to these Terms of Service, please do not use our Service.
- 3.3. You must be at least eighteen (18) years old or have legal capacity to enter into an agreement with us.
- 3.4. You must not use our services to carry out illegal activities including but not limited to money-laundering, fraud and the funding of terrorist organisations. If we reasonably believe you are using our Service in connection with illegal activity or for any fraudulent purpose, or are permitting a third party to do so, we may report you to the appropriate legal authorities.
- 3.5. To use the Service you will be required to register for a user account ("account"). You are solely responsible for your account including maintenance, confidentiality and security. You will also be responsible for all activities that occur under your account, including all activities of any persons who gain access to your Account with or without your permission.
- 3.6. When registering you will be required to supply personal information, including but not limited to your email address, phone number and financial information. You will also be required to upload an image of your identity document ("ID") on the portal. You are further required that all information you provide us with is accurate and up to date.
- 3.7. You cannot send a transfer on behalf of a third party.
- 3.8. Communication between You and Us shall be by email or telephone as provided by you at registration. In addition you have the option of communicating with us through the Website via live chat.
- 3.9. All information provided by you shall be stored in your profile, and shall be maintained by us or our Service Providers.

- 3.10. If any problems occur with using the portal, you should contact us without delay through the channels listed at the end of these Terms and Conditions.
- 3.11. We may amend these Terms and Conditions from time to time. If we make any material change, we will notify you using the email address on our records that you supplied to us, or by placing a notice on our website.

4. Processing you transaction, Fees and Currency Conversions

- 4.1. To process a money transfer to a recipient, you will need to provide payment instructions through the service. This will include, but is not limited to; the recipient's full name, address, bank account number, reference (where applicable) and the amount you wish to send. You are responsible to ensure that the transaction details are accurate before submission.
- 4.2. Before you confirm a transaction, we will provide you with the amount we will charge to process the transaction (the "Fee") and the foreign exchange conversion rate that will be applied to your transaction where applicable.
- 4.3. You will need to pay us the fee charged to you, to complete a transfer as stated on the portal form. We will not charge you any other fee for the transfer. For each transfer you initiate, you authorise us (or any one authorised by us) to take payment from your credit/debit card or bank account ("Payment method") for the transfer amount, plus our fee.
- 4.4. If there are insufficient funds in your payment method, your financial institution may charge you a fee and interest.
- 4.5. You are responsible for any costs and losses we incur if we make a transfer and we are unable to collect payment, or that payment is later reversed by your card provider or bank.
- 4.6. There are limits on the amount you are able to send. We will, as necessary, tell you what they are.
- 4.7. We may refuse to send the money or allow collection, if we reasonably believe that by doing so we:
 - 4.7.1. might break any law, regulation, code or other duty that applies to us,
 - 4.7.2. may expose us to action from any government or regulator, or
 - 4.7.3. may be linked with fraudulent or illegal activity.

5. Cancellation and Refund of Transfer

- 5.1. In the event that we make a payment that is not in accordance with your instructions we will promptly refund you that payment in full.
- 5.2. If you ask us to send money to an account and the transfer was never received, you have the right to cancel your instruction within 14 calendar days. If you wish to cancel a transfer, you can contact us by email and request a refund of the transfer amount. However if we can show that the transfer was collected by the Recipient or that there was an error in the Recipient's account details that you provided to us, we reserve the right to charge a cancellation fee.
- 5.3. If you ask us to pay someone who turns out to have defrauded you or who fails to meet their obligations to you, we will not be liable as a result.

6. Your responsibility

- 6.1. You agree that if you use our services you will be taken to have agreed to these Terms and conditions. If you do not agree to these Terms and conditions, you should not use our services.
- 6.2. You shall be responsible to provide correct and accurate information at all times.

- 6.3. You shall be responsible to ensure you do not create more than one Account.
- 6.4. You shall be responsible to ensure you do not permit another person to use your account.
- 6.5. You shall be responsible to use our Service for lawful purposes only.
- 6.6. You shall be responsible to send money to only legitimate persons known to you.
- 6.7. You shall be responsible to immediately notify us if there are any discrepancies in the transaction.
- 6.8. You shall be responsible to ensure you do not misuse the service by modifying, intercepting, disrupting, circumventing or any other act which would harm our service or any user of our service.
- 6.9. Failure to comply with your responsibility of use constitutes a serious breach of these Terms and Conditions and may result in our taking all or any of the following actions (with or without notice):
 - 6.9.1. Immediate, temporary or permanent withdrawal of your right to use our Service.
 - 6.9.2. Legal action against you including proceedings for reimbursements of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- 6.10. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

7. Our responsibility to you

- 7.1. We take extra care to provide the service using reasonable care and diligence.
- 7.2. We take reasonable endeavours to make the service available; however, due to the nature of the internet and technology we use for the service, we are unable to give any commitment that your use of the Service will be uninterrupted, without delays or error-free.
- 7.3. We will notify you of planned maintenance by giving at least 5 working days' notice which will be given by the placing of a notice on the portal or by email.
- 7.4. We will notify you of unscheduled maintenance during normal business hours (UK time) or otherwise, for which we will use reasonable endeavours to give you advance notice by the placing of a notice on the portal or by email.
- 7.5. We will use reasonable endeavours to provide a level of support that is appropriate to the nature of any issues requiring support during normal business hours (UK time). Please email customerservice@zambezipfx.com if you have any support queries.
- 7.6. In every case, we will never be responsible for any loss or damage that is not reasonably foreseeable, including, industrial action, problems with another system or network, mechanical breakdown, data-processing failures, indirect losses, consequential losses, business profits, opportunity loss or any other amounts howsoever arising.
- 7.7. In the event we are liable to you under this Agreement Our liability to will never be more than the total amount of Service Fees you have paid to us.
- 7.8. A person who is not a party to this Agreement shall not have any rights or otherwise to enforce this Agreement.
- 7.9. Nothing in this Agreement excludes or limits our liability to the extent that we act fraudulently, recklessly or otherwise as we are required by our regulators.
- 7.10. Our Service and any information displayed on our website or mobile application does not constitute investment or financial advice, and nothing relating to the provision of the information herein shall be construed as creating a fiduciary, financial or other advisory relationship between Zambezi FX and you or any other third party. We do not accept any liability for any loss or damage

which is incurred from you acting or not acting as a result of reading any of our publications. You acknowledge that you use the information we provide at your own risk.

7.11. The Terms and Conditions and your use or access to our service are not intended to create an agency, partnership, joint-venture or employer-employee relationship between you and us.

8. Your Data

- 8.1. Your privacy is important to us. You should read our Privacy Policy to understand how we collect, use and share information about you.
- 8.2. As we are regulated by HMRC and the FCA, we are obliged to obtain, verify, and record identifying information about all our customers. The purpose of these requirements is to try to detect and prevent activities aimed at fraud, financing terrorism, money laundering and other suspicious activities. We may therefore require you to supply us with personal identifying information and we may also legally consult other sources to obtain information about you to enable us to verify you.
- 8.3. You consent to our processing your personal information for the purposes of providing the service.
- 8.4. By using the service, you agree to our collection, use and transfer of your personal information as well as the recipient's for the purposes of processing the transfer.
- 8.5. You may request access to your personal information, ask for the information to be corrected or updated, or withdraw your consent for marketing use at any time by emailing us at customerservice@zambezifx.com

9. Termination

- 9.1. You may terminate the Agreement on one month's written notice or with immediate effect if we have broken the terms of your Agreement with us in a serious way, and we have not put this right within a reasonable period of time requested by you.
- 9.2. We may terminate the Agreement upon two months' notice, except as provided for in clause 9.3.
- 9.3. We can terminate the Agreement with immediate effect if:
 - 9.3.1. You have broken the terms of your Agreement with us in a serious way, and (where it is possible to put this right) you have not put this right within a reasonable period of time requested by us,
 - 9.3.2. You intimidate, harass or threaten; us, our employees, officers, agents, Service Providers or customers with violence or any other offensive, indecent, discriminatory or hateful material.
 - 9.3.3. You breach or attempt to breach the security of our Services (including, but not limited to, modifying or attempting to modify any information; unauthorised log-ins, unauthorised data access or deletion; interfering with the service, system, host or network; reverse engineering of any kind; spamming; hacking; falsifying data; introducing viruses, Trojan horses, worms or other destructive or damaging programs or engines; or testing security in any way); or
 - 9.3.4. You are, in our reasonable belief, using our Services in connection with fraudulent, illegal, unethical, immoral or prohibited activity, or to promote or support discriminatory, extreme or offensive practices, or permitting or encouraging a third party to do any of these things.
 - 9.3.5. We are obliged to do so by law, regulation, a court order or the instructions of an ombudsman, regulatory or government body, or we reasonably believe that a court order is, or instructions from an ombudsman, regulatory or government body are, likely to be given.

9.4. Termination of this Agreement will not affect any claims that you have against us, or that we have against you, which arose before the date of termination. For example, we have the right to demand payment of any Service Fees for Services provided prior to termination.

10. Intellectual Property and Copyright

10.1. As part of our Service, we allow you to download from our services for use on your electronic devices for the sole purpose of accessing and using the Service in accordance with these Terms and Conditions, therefore we grant you a non-exclusive, personal, non-transferable licence for this sole purpose. Zambezi FX does not grant you any license or other authorization to use its trademarks, logos, domain names or any other distinctive brand features, or other copyrightable material or other intellectual property by making them available on our services. No part of our services, its content or any of its underlying software and databases may be copied or reproduced, shared with third parties without the prior written consent of Zambezi FX.

11. Jurisdiction

11.1. We are based in England, as such English law will apply to any disputes and the interpretation of these Terms and Conditions will be determined by the courts in England and Wales.

12. Customer Services

12.1. Zambezi FX is dedicated to providing customer satisfaction. In the event that we fall short, we have a written policy for the internal handling of complaints to ensure that each complaint is dealt with in a prompt and fair manner. Any complaint relating to a service must be made in writing to customerservice@zambezifx.com or using the contact information on our website www.zambezifx.com.

12.2. We will deal with your complaint promptly and fairly. We will try our best to resolve your complaint at the first opportunity. In the event we feel we need more time to resolve your complaint, we will send you an acknowledgement within two (2) working days

12.3. If you we do not resolve your complaint after 8 weeks or you are unhappy with our final response, you can contact The Financial Ombudsman by email complaint.info@financial-ombudsman.org.uk or other contacts on their website www.financial-ombudsman.org.uk/contact-us

13. Contact Information

Zambezi FX Limited

Registration number: 11111233 and

Registered office: 20-22 Wenlock Road, London, N1 7GU, United Kingdom.

Email: customerservice@zambezifx.com

Website: www.zambezifx.com