Effective From: January 07, 2025

# Term and Conditions

This document, together with any documents referred to in it (the **Terms & Conditions**), constitutes terms and conditions upon which Ace Money Transfer IE Limited with a registered address set out at https://acemoneytransfer.com/contact-us provide the Services (as defined below).

**Please Note** : Our Channel's content and materials are primarily provided in English. While we may offer localized translations for Your convenience in some instances, please be aware that these translations are provided for informational purposes only. We do not guarantee the accuracy or completeness of the translated content. In the event of any discrepancies, the English version of the content shall always be considered the official and binding version.

## Interpretation and Definitions

In these Terms & Conditions:

- **ACE Money Transfer**, **We**, **Us**, **Our** means ACE Money Transfer IE Limited.
- **ACE Money Transfer Channel** or **Channel** means the ACE Money Transfer Website and/or the ACE Money Transfer mobile application or 'App' through which We provide the money transfer services.
- **ACE Money Transfer Services** or **Services** means money transfer services which We provide through the Channel.
- **ACE Money Transfer Website** or **Website** means the website which We operate in order to provide money transfer services.
- **ACE Money Transfer mobile application** or **mobile application** means the mobile application through which We provide money transfer services.
- **Applicable Law** means all statutory instruments, regulations, orders and other legislative provisions which in any way relate to these Terms & Conditions or the provision of the Services.
- **Fee Schedule** refers to the schedule of fees published on the Website at here unless a separate schedule of fees has been provided to You.
- **Payment Method** means the options available to the Sender to fund a money transfer through the ACE Money Transfer Service, which may vary between jurisdictions and may include bank card, bank account and other payment methods.
- **Receiver** means the person named as the beneficiary of the money transfer.
- **Sender** refers to the person who initiated a money transfer through the ACE Money Transfer Service;
- **Transaction** means every money transfer that You initiate through the ACE Money Transfer Service;
- **You**, **Your** or **Yours** means every and any person using the ACE Money Transfer Website as a Sender.

## 1. About Us and Our Services

1.1 The ACE Money Transfer Service is offered by ACE Money Transfer IE Limited, a company registered in Ireland with a company number 703066. We are regulated by the Central Bank of Ireland (**CBI**) (reference number C500488) to provide payment services. The CBI is Ireland's financial regulator responsible for conduct supervision. You can find more information about the CBI on their website https://www.centralbank.ie.

1.2 You can access Our Services via Our Website or via Our mobile application available on Google Pay Store, IOS App Store and Huawei App Gallery under the name 'ACE Money Transfer'.

1.3 To utilise Our Services, You must first establish a profile via Our Channel (**Profile**). We will collect and store specific information about You within your Profile. This information will be used to assess Your eligibility to use Our Services, including monitoring potential fraud and other risks associated with Your use. To establish a Profile and be eligible to use Our Services, You must fulfil the following requirements:

1.3.1 You must acknowledge and agree to these Terms & Conditions along with Our Privacy Policy and any other document referred to in these Terms & Conditions.
1.3.2 You must be at least eighteen (18) years of age.
1.3.3 You must be a resident in Ireland or one of the jurisdictions in the European Economic Area (EEA) as listed on Our Website.
1.3.4 You must provide Us with complete, accurate, and truthful information about Yourself and Your intended use of Our Services. This information may include but is not limited to, any information or documents We deem reasonably necessary to verify Your identity, residency, or eligibility for using Our Services.

1.4 By completing and consenting to the information required to make a money transfer and by accepting these Terms & Conditions, You/ the Sender instruct Us to execute a specific money transfer. Every individual money order constitutes a separate agreement between Us and You/ the Sender which is limited to the execution of a specific money transfer. At no moment in time is a framework agreement concluded between You and Us which obligates Us to execute individual and subsequent money transfers. The Sender shall inform the Receiver of the money transfer accordingly.

1.5 It is not permissible to use the Service in order to violate or circumvent the law or the rules of fair trading, in particular to make payments with payment instruments not belonging to you. You shall use the Service or Channel in a manner that complies with the law, solely for the purpose of completing a Transaction.

1.6 We may modify these Terms & Conditions at any time for any reason acting reasonably including to meet legal requirements. Any changes to the Terms & Conditions will be made available to You by posting on our Website the revised version of the Terms & Conditions with an updated revision date (which may include Us making the current version of the Terms & Conditions available to You as part of the process of when you instruct us to execute a Transaction). Any changes or amendments We make to the Terms & Conditions that result in a 'material change' (see section 1.8 below) shall be made on the provision of at least 60 days prior notice, during which period We shall retain a copy of the previous Terms & Conditions on our Website. We will insert a notice on the Website highlighting that the Terms & Conditions have been modified and it is Your obligation to ensure You have read and understood the applicable Terms & Conditions before entering into an agreement with Us. Where You have contracted with Us separately and We are obliged to provide You with written prior notice of a change of the Terms & Conditions, then You will be notified by Us separately, and until You are, You may rely on the pre-existing version of the Terms & Conditions.

1.7 Following the notice period (referenced above), any such modification will apply with immediate effect to any new agreement entered between You and Us, and Your continued use of or access to the Service or Channel after this date shall be deemed as Your acceptance of the modified Terms & Conditions. If, prior to entering a Transaction or otherwise using the Services or Channel, You do not agree with the modified Terms & Conditions then in force, You are free not to continue and to discontinue further use of the Services.

1.8 A 'material change' referenced in clause 1.6 above does not include a change which:

1.8.1 is to your benefit.
1.8.2 relates to a new product or service made available to You or otherwise to clarify an existing term.
1.8.3 is required to be made to comply with applicable laws or regulations or a regulator or regulatory authority.

1.9 You agree that You accept these Terms & Conditions by using The 'Airtime Top Up' service which can be accessed via the channel operated by Us, but which service is provided by ACE Money Transfer/AFTAB CURRENCY EXCHANGE LTD, a private limited company registered in England and Wales under company number: 04502952 (**AFTAB**). The terms and conditions applicable to the Airtime Top Up service offered by AFTAB are available here at clause 25: https://acemoneytransfer.com/terms-and-conditions/uk and at Appendix 1 for ease of reference, and apply in addition to these Terms & Conditions. It is important that You read both together. Where the Airtime Top Up terms and conditions are inconsistent with these Terms & Conditions, these Terms & Conditions apply in respect of Your use of Our channel.

## 2. Accessing and Utilising Our Services

2.1. Our Services are strictly prohibited for use in connection with any illegal activity. This includes, but is not limited to, money laundering, fraud, terrorist funding or proliferation activities and/or organisations, sexually oriented materials or services, gambling activities, buying or selling tobacco, tobacco-related products, firearms and prescription drugs or other controlled substances.

2.2. Additionally, You must adhere to the following terms while using our Services:

2.2.1 You are allowed to establish a single Profile for Your own non-commercial use. We reserve the right to implement limitations on the number of email addresses, phone numbers and Payment Methods that You can associate with Your Profile. Creating additional profiles or utilising Our Services on behalf of another individual is strictly prohibited.
2.2.2 Our Services are intended solely for consumer use. By "consumer use," We mean the utilisation of Our Services for personal, non-commercial purposes. Business and professional use of Our Services is strictly prohibited. We reserve the right to terminate Your access to Our Services in the event of any violation of this restriction.
2.2.3 You are obligated to provide Us with information that is accurate, complete, and current when creating Your Profile. This obligation extends to notifying Us and promptly updating Your Profile information in the event of any changes.
2.2.4 If You relocate outside the EEA, You may be required to accept separate ACE Money Transfer Terms & Conditions specific to Your new location. Additionally, please be aware that some of or all Our Services may not be available in all jurisdictions.
2.2.5 Due to legal and regulatory restrictions, We are unable to provide Our Services in all countries or to all individuals. You are expressly prohibited from using Our Services if You are in, or intend to send money to, a territory where We are not legally authorised to operate or service. You are obligated to comply with these restrictions and refrain from any actions that may violate applicable laws or regulations.

2.3. We reserve the right to terminate Your access to Our Services or Channel and report any suspected illegal activity to the appropriate authorities if You fail to comply with these Terms & Conditions.

2.4. We agree to provide the Services to You and comply with Our obligations in accordance with these Terms & Conditions and Applicable Laws. We will complete additional checks to verify Your identity; these additional checks include, but are not limited to: credit reference checks, sanctions check, news checks and checks of other available information sources. All such checks will be conducted in accordance with Our Privacy Policy and data protection laws.

## 3. Communications

3.1. All communications with You shall be conducted via Our Channel and by email (or telephone as may be the case). It is Your obligation to periodically check Our Channel for any communications.

3.2. This does not impact on Your right to contact Us in any other form such as via Our email address help@acemoneytransfer, for the attention of Customer Services or You can contact Us Here .

## 4. Your Obligations

4.1. While we implement various security measures in accordance with Our obligations to safeguard your Profile and information, You also share a responsibility in maintaining a secure environment for Your Profile. Here's what You must do to comply with these Terms and ensure Your security:

4.1.1 You must take all reasonable steps to prevent unauthorised access to your Profile and the Channel.
4.1.2 You are responsible for the safekeeping of Your equipment and login/ security credentials. Equipment includes Your computer, mobile or other devices, login credentials, and any other tools used to access Our Services or Channel. You must make every effort to keep Your login / security credentials safe and not to disclose them to anyone.
4.1.3 We may provide You with specific security instructions from time to time. You are obligated to comply with these instructions to maintain a secure environment.
4.1.4 You are prohibited from sharing any information through Our Services or Channel that may contain viruses, malware, or other harmful elements.
4.1.5 Neither transfer or sell Your credentials and Profile to anyone, nor permit, either directly or indirectly, anyone other than You to use them.
4.1.6 We strongly recommend that You only send money to people You know and trust, and not to strangers.
4.1.7 Our Service is restricted to residents of Ireland or one of the jurisdictions in the EEA as listed on Our Website. If You are not a resident of Ireland or one of the jurisdictions in the EEA as listed on Our Website, You are not allowed to access or use Our Service or Channel.
4.1.8 You are not allowed to use tools or methods that hide Your identity or location when accessing Our Service, for example an anonymising

proxy or other similar tools including VPNs (Virtual Private Networks), or any other technology designed to conceal Your IP address and other identifying information.

4.1.9 You must provide Us with correct, accurate, complete and truthful details concerning:

4.1.9.1 the money remittance payment orders;

4.1.9.2 the Receiver's correct, true, accurate and complete details, including name, address, bank account number and any other information concerning the Receiver we require from time to time;

4.1.9.3 Your full name, address, bank account number and any other information We require of You from time to time; and

4.1.9.4 any other information, including information required by Applicable Law, We request of You prior to Us completing the Services;

4.1.10 You must not use Our Services to commit fraud, money laundering, financial crime, financing terrorism or any similar activities. You expressly agree that We have an immediate right to cancel with no delay any Services, access to the Channel or account provided to You, without notice to You, and to report it to the appropriate policing or regulatory authority, where We suspect or detect that any crime is being committed by You, the Receiver or any third party on Your behalf;

4.1.11 You authorise Us to transmit Your name, address and other personal information supplied by You (including updated information) to obtain information from third parties about You, including, but not limited to, credit reports and so that We may authenticate Your identity.

## 5. Transfer Instructions

5.1 These terms outline how to use Our Services and apply to each Transaction.

5.2 When you make a money transfer, You are the Sender and are sending money to a Receiver. You will pay Us the amount You want to send to the Receiver (the Transfer Amount) plus any transfer fee, We charge You (as defined further below). Your request to Us to disburse the Transfer Amount to the Receiver is the Transaction. The amount that is paid out to the Receiver is the Payout, which is equivalent to the Transfer Amount in the currency You selected for the receiver.

5.3 You are responsible for ensuring You provide the correct information regarding the Transfer Amount, including the Payout, and Receiver details are correct on the order form. If We have processed Your order in accordance with the information You have provided to Us, it will be considered correctly completed even if You have made a mistake. We cannot be held responsible for any losses resulting from inaccurate information provided by You.

5.4 Since money transfers involve Your request for Us to process them, We reserve the right to accept or decline Your request. We typically only decline for valid reasons, such as a violation of these Terms & Conditions. To ensure a smooth transfer, please provide accurate and up-to-date information about Yourself and the money transfer, including paying the correct amount and any applicable fees.

5.5 To comply with Applicable Law, regulations and regulatory expectations including anti-money laundering (AML) and Know Your Customer (KYC) requirements, all money transfers are subject to screening and ongoing monitoring. We may request information or documents to verify Your identity and the purpose of the money transfer. We may also ask for information and documents for the Receiver. Additionally, We may call You to obtain this information.

5.6 We may need to hold the Transaction until the required information is provided. We reserve the right to cancel any Transaction that, in Our sole discretion and based on Our assessment, We determine that does not align with regulatory requirements or falls outside Our risk tolerance.

5.7 We may also cancel and refund the Transaction where You are not able to provide required information within 30 days from the date of the Transaction.

5.8 During the money transfer process, You will be required to provide accurate and truthful information about Yourself and the Receiver through a digital form. The specific information We require may vary depending on the Transaction details. Supplying accurate details is crucial for Us to successfully deliver the funds to the intended Receiver. Any errors or inconsistencies in the provided information may cause delays or even prevent the transfer from being completed.

5.9 We are not obliged to accept any instruction to execute any Transaction and We will not be liable in any way for declining any such instruction or for withdrawing, terminating or restricting Our Services or access to Our Channel to You in any way. These Terms and Conditions shall, however apply to any instruction which We choose to accept.

## 6. Price

6.1 The pricing and fees associated with our Services are clearly displayed on Our Channel in the Fee Schedule here and shown to You before You initiate the money transfer. This includes the transfer fee, currency exchange rate (if applicable), and any other relevant charges. Unless otherwise stated, the prices quoted exclude VAT. You can easily access and review the current fees before You commit to a transfer.

6.2 You are responsible for familiarising Yourself with the Fee Schedule before initiating a money transfer. We will present all applicable fees and charges before You complete the Transaction. Subject to section 1.6, 1.7 and 1.8 above, We reserve the right to modify the Fee Schedule from time to time. The then in force Fee Schedule shall apply to each agreement You enter into with Us, subject to the fees attaching to the Transaction as shall be advised to You and agreed to by You at the time of making the Transaction.

6.3 A number of countries around the world have chosen to apply taxes or fees to certain money transfers or bill payments. When sending to a Receiver in these countries, the corresponding deduction will be made from the Transaction Amount. If you require further information in this regard, You can contact Us for assistance.

6.4 The Sender will bear all fees due to complete the money transfer unless Applicable Law in the destination country requires otherwise. In certain cases money transfer payments may be subject to local taxes and service charges. The Receiver may incur additional fees for receiving the Sender’s funds through an account-based money transfer, a mobile telephone or to a bank account.

6.5 Our Services only permit You to send money transfers in certain currencies. Usually this will be the currency which is available in the Recipient’s country or region, but could involve others. Our online forms on our channel will calculate the currency which is available to Your Recipient and what exchange rate will apply. You will be able to check this before you instruct us regarding a Transaction and it will also be notified to You in Our Transaction confirmation notice. You acknowledge and agree that We may earn revenue from the exchange rate applied to a Transaction and by instructing Us to process a Transaction via Our Service, You agree to the application of the exchange rate calculated for that Transaction.

6.6 We do not assume any liability pertaining to costs which the Sender or any account holder incur in conjunction with the exchange rate used for the

conversion into non-local currencies.

## 7. Paying for Money Transfers

7.1. We offer various ways for You to conveniently, and securely pay for Your money transfers. You can use debit or credit cards or other alternate payment options, as available in the order form to pay for Your Transaction. Transactions from bank accounts or banks cards linked to a business or organisations may not be accepted.

7.2. To ensure the security of your Transaction and protect You from fraud, We may require additional verification or authorisation steps during the payment process. This may involve confirming Your billing address or receiving a one-time code from Your card issuer.

7.3. By using Our Services, You confirm that You have the legal right and authority to use the chosen Payment Method. You are also solely responsible for ensuring Your designated account has sufficient funds to cover the entire cost of the money transfer, including any applicable fees.

7.4. We take the security of Your financial information very seriously. We employ industry-standard security measures to safeguard Your card details and other sensitive data throughout the payment process. However, it is important to understand that no data transmission over the internet can be guaranteed to be 100% secure. We cannot be held liable for any unauthorised access to or disclosure of Your financial information due to circumstances beyond Our reasonable control and You must bear the risk associated with the use of the internet while using Our Service or Channel.

7.5. The authorised Payment Methods are provided by third-party financial institutions. We do not guarantee the availability, functionality, or security of these third-party financial institutions. We are not responsible if they are unavailable, do not work properly, or have security issues. You agree to comply with the terms and conditions governing Your chosen Payment Method, and any disputes arising from their use will be resolved directly with the respective financial institution.

7.6. By placing a money transfer order, You authorise Us to charge the full amount, including any applicable fees, to Your chosen Payment Method as specified in the order form. Payment will be deducted and cleared from Your designated account before We process and deliver Your money transfer.

7.7. If You have provided Us with incorrect information about Your payment instrument or Payment Method, or if there are not enough funds to collect the full amount of the Transfer Amount plus the transfer fees, We may cancel Your transfer or immediately stop or suspend You from using Our Services without notifying You in advance.

## 8. Transfer Process and Provision of Services

8.1 In order to send money, You have to complete the digital order form available in Your Profile within the Channel. You shall be responsible for ensuring the accuracy and completeness of the details provided by You during the Transaction creation process.

8.2 All countries, regions, payout methods, payout entities and operators to which You can make Transfers are listed on Our Channel. You must choose the desired country, pay-out method and pay-out partner accurately. If Your desired payout method or partner is not listed, You can contact Us for assistance.

8.3 You must provide accurate details including, but not limited to, bank account number, full name, phone number, address (where applicable), and any other information as may be required of the Receiver. It is Your responsibility to ensure that You have correctly provided all the required details. If You enter the wrong details, the transfer will go ahead and We may not be able to reclaim or redirect the funds once the payment instruction has been processed by Us.

8.4 All Transactions created by You are subject to acceptance by Us. Notwithstanding any prior agreement to initiate a money transfer, We are under no obligation towards You to initiate or execute a money transfer if:

- 8.4.1 We suspect that Your account has been used for illegal, fraudulent or prohibited purposes or that the Transaction information is incorrect, unauthorised or forged.
- 8.4.2 a competent court or authority has requested Us to do so.
- 8.4.3 We believe that You are using Our Services in breach of this Agreement or of the Applicable Law, such as, but not limited to money laundering or terrorism financing.
- 8.4.4 We are unable to verify Your identity or where You refuse or unable to provide due diligence documents as and when required.
- 8.4.5 You have provided Us with wrong or incomplete information, or We do not receive Your Transaction information in a timely manner in order to guarantee the timely execution of the requested money transfer.
- 8.4.6 Your card issuer does not authorise the use of Your bank card to pay for the Transaction and Our fees.

8.5 We have the right to refuse to provide the Services to You either partially or in full if such use constitutes a violation against ACE Money Transfer IE Limited regulations (including regulations aimed at preventing fraud, money laundering or financing terrorism) and/or against Applicable Law, a court order or requirements of a regulatory or government authority or any other body having jurisdiction over Us or, if We consider such a step necessary to protect Our own interests. If We refuse to provide the Services (partially or in full) to You for any of the above reasons, We will notify You accordingly if possible and give reasons for Our refusal unless We are prevented from doing so for legal reasons.

8.6 We are entitled to either partially or fully cease operating the Services if circumstances that are beyond Our control compel Us to take such action and which We therefore consider appropriate. If the Services provided on the Channel should be interrupted for whatever reason (whether by Us, a third-party provider or in any other manner), We shall take adequate measures to keep the duration of this interruption as short as possible.

8.7 Our responsibilities for delivery of Services outlined in these Terms and Conditions will commence upon Our successful receipt of funds either directly or through confirmation from our third-party financial institutions responsible for collecting funds for the Transfer Amount on Our behalf, in accordance with the transfer instructions You provide. This means that until We have received the full transfer amount, We are not obligated to initiate the money transfer process.

8.8 Upon receiving the funds for the Transfer Amount, either directly or through confirmation from Our third-party financial institutions responsible for collecting funds for the Transfer Amount on Our behalf, We will provide You with a confirmation notice. The confirmation notice may be sent in an email or a notification on the Channel. You must check that the details contained in the confirmation notice are correct and You may print out and keep a copy of it.

8.9 The Services will be provided to You and the funds will be delivered to the Receiver as per the Payment Method selected by You in the order form. The Receiver can receive the money transfer amount into their chosen bank account, their mobile wallet or a cash collection at a designated pay-out location by providing the name and telephone number as provided in the order form. Any delivery dates quoted for completing the remittance service are approximate only. Very occasionally, there may be delays due to unforeseen circumstances.

8.10 We strive to ensure Your money transfers are processed efficiently. However, unexpected delays can occasionally occur due to factors outside Our control. These factors may include, but are not limited to:

- 8.10.1 We, along with Our partners, operate in a regulated sector and must follow certain rules and regulations. This may require additional verification procedures to comply with anti-money laundering regulations or to confirm transfer details.
- 8.10.2 Delays can arise during the transfer process as funds are routed through intermediary banks and multiple partners.
- 8.10.3 Transfers may be delayed if initiated on weekends, holidays, or outside the operational hours of the sending or receiving bank.
- 8.10.4 Unforeseen technical issues with Our systems or those of intermediary banks can cause delays.

8.11 While We will use commercially reasonable efforts to minimise any such delays, We cannot be held liable for losses or damages arising from transfers that are processed outside of Our standard timeframe due to reasons beyond Our control. While these circumstances are likely to be rare, We recommend You factor in potential delays when planning Your money transfer and advise your Receiver accordingly. We do not have any control over the time it may take for the Receiver’s bank or payment provider to credit and make available to the recipient.

8.12 We reserve the right to cancel money transfers not collected by the Receiver within 60 days of availability. We will make reasonable efforts to refund the transfer amount to Your original Payment Method. However, Our payment processing partners may require additional steps to complete the refund. If a refund cannot be processed through the Payment Method You have opted while completing the Transaction, We may ask You to provide Your alternate bank account number and account statement to process the refund.

## 9. Transaction Cancelling and Refunds

9.1 You can cancel the Transaction at any time before We receive the funds and provide a confirmation notice.

9.2 Subject to clause 9.1 above, You may cancel the Transaction through the option available in your Profile. If We have not received funds in this case, no refund is due on Our side and the transfer order will be cancelled.

9.3 Where We have received the funds against the Transaction and a confirmation notice has been issued and received, You may still be able to cancel the Transaction and be eligible to apply for a refund if the Services have not already been completed by Us.

9.4 You will no longer be able to cancel your Transaction if, You have explicitly given Your consent and We have already completed the Service or sent instructions to our partners to deliver the Service. Here are some examples of when We consider the Service complete:

- 9.4.1 Funds are deposited into Your Receiver's designated bank account, wallet, or mobile number.
- 9.4.2 Your Receiver has already accessed or collected the transferred funds.

9.5 Once funds delivery instructions are sent to the designated pay-out partner, the Transaction cannot be cancelled unless We receive confirmation from the pay-out partner that the funds are still available. If the pay-out partner confirms that the receiver has already collected or accessed the funds, the Transaction is final and cannot be cancelled.

9.6 Where We are able to cancel the Transaction, We will refund the full or part (see below regarding the processing fee) of the transfer amount in the account from which You have created the Transaction.

9.7 We reserve the right to deduct a processing fee at the time of making a refund for cancellation, to cover Our reasonable costs for delivering the Services.

## 10. How Your Money is Protected

10.1 When You use Our Service, Your money is held securely with Us until the Transaction is complete. We safeguard these funds by placing them in dedicated client money bank accounts at commercial or central banks. These accounts segregate Your money from Our own funds, ensuring additional protection. This practice, mandated by regulations, is known as safeguarding.

## 11. Complaints

11.1 We are committed to providing the highest standard of customer service and resolving any concerns You may have. If You are not happy with our Services however You can contact Our customer support team on help@acemoneytransfer.com, or give Us a call on here , so that We can understand and seek to rectify Your concern or issue where possible. Alternatively, You can chat with Us to share Your grievances, giving Us the opportunity to assess and resolve the issue. If Your concerns cannot be resolved at this early stage, You have the right to make a formal complaint verbally, in order for Us to fully understand the issue and nature of the complaint, We may ask You to submit the complaint by email.

11.2 When You make a formal complaint to Us, We will acknowledge receipt of Your complaint in writing as soon as practicable and in any event within **five business days** from receipt of Your complaint. This will not apply if Your written complaint has been resolved to Your satisfaction within five business days.

11.3 We will respond to Your complaint, within an adequate timeframe and at the latest within **15 business days** of receipt of Your complaint. In exceptional circumstances, We will send You a holding reply clearly indicating the reasons for any delay in answering Your complaint and specifying the deadline by which You will receive a reply. In all circumstances, We shall endeavour to send a final response to You, addressing all points raised in your complaint, no later than **35 business days** of receipt of Your complaint.

11.4 If You are not happy with how We handle your complaint, You can contact an alternative dispute resolution provider to try to resolve it without having to go to court. You can also submit a complaint to the Financial Services and Pensions Ombudsman (FSPO), which is a free and independent service that may be able to settle a complaint between You and Us. More information and the FSPO's contact details are found at https://www.fspo.ie/. Full details will be provided in Our final response letter to You.

## 12. Data Protection and Privacy

12.1 The processing of Your personal information or data is governed by Our privacy policy which can be found on Our website here: [ https://acemoneytransfer.com/privacy-policy/amtl ] (**Privacy Policy**). By using Our Services and Channel and accepting these Terms & Conditions, You also agree to the terms of Our Privacy Policy and consent to such processing. You should print or download and store a copy of Our Privacy Policy with these Terms & Conditions.

12.2 Your use of the Channel and the Services is subject to Our Privacy Policy. By accessing or using the Channel and the Services, You understand and agree that We may collect, retain and use personal or other information about You, the Sender, the Receiver and the device You use to access the Channel and the Services.

12.3 While We implement security measures to protect Your personal information or data, no online service can guarantee complete immunity from unauthorized access. By providing Your information, You acknowledge this inherent risk.

## 13. Intellectual Property

13.1 Our Channel's content, including its design, trademarks, patents, databases, and other intellectual property rights (collectively, **Intellectual Property**), is owned by Us or Our licensors. This Intellectual Property including, materials, works, techniques, computer programs , source codes, data and technical information, branding elements like trade names, goodwill, service marks, the style, presentation of Our Services, creations, inventions, and improvements upon existing inventions and confidential information, know-how, and research efforts related to Our Services under Intellectual Property rights are protected under Applicable Laws in all countries, whether registered or not. We reserve all rights to apply for and enforce such protections worldwide.

13.2 By using Our Channel, You acknowledge that the ownership of the Channel's content and materials remains with Us or Our licensors.

13.3 You are granted permission to download or copy Our Channel content for personal, non-commercial purposes only. Any copying or storing of content for commercial use is strictly prohibited.

13.4 You may access and display our Channel content on Your computer, store it electronically on a personal device (not a network server), or print a copy for personal, non-commercial use. You must retain all copyright and proprietary notices.

13.5 You are strictly prohibited from any unauthorized use of Our Channel content. This includes, but is not limited to, copying, reproducing, transmitting, publishing, displaying, distributing, commercially exploiting, or creating derivative works without Our express permission.

13.6 These Terms do not grant You any right to use our trademarks or those of Our affiliates.

13.7 The Services We offer, and the Channel's content may be subject to intellectual property rights owned by third parties. We acknowledge and respect these rights.

13.8 You must not create a link to Our Channel from another website, document, or any other source without first obtaining Our prior written consent. We reserve the right to withdraw Our consent without notice and without providing any reasons for withdrawal. Upon receiving such a notice, You must immediately remove the link and inform Us once this has been done.

## 14. Our Liability

14.1 To the maximum extent permitted by Applicable Law:

- 14.1.1 Our liability to You under these Terms is limited to foreseeable and direct losses or damages that result from Our breach of these Terms or Our failure to act with reasonable skill and care in performing Our obligations. We will not be liable for any indirect, consequential, incidental, special, or punitive damages, even if We have been advised of the possibility of such damages.
- 14.1.2 You acknowledge and agree that We are not liable for any loss of profits, revenue, goodwill, business opportunity, data, or other intangible losses, even if We have been advised of the possibility of such losses.
- 14.1.3 We are not responsible to You for any loss or damage if it was unforeseeable or unavoidable (for example, due to viruses or malware introduced by third parties which are outside of Our control), it arose from a need to comply with Our obligations under the law, we've refused, cancelled, suspended, or delayed any aspect of Our Services for any reason we have set out in these Terms or you've breached any of these Terms of Our agreement.

14.2 Our Services are provided solely for your personal and private use. Any commercial, business, or resale use is strictly prohibited. To the maximum extent permitted by Applicable Law, We and our partners (including Our and their affiliates, officers, agents, partners, contractors, and employees) disclaim all liability for any loss of profit, lost business, business interruption, or lost business opportunity arising from your unauthorized commercial use of Our Services. By using Our Services for commercial purposes, You acknowledge and assume all risks associated with such use and agree to hold Us and Our partners harmless for any resulting losses or damages.

14.3 We strive to provide our Services and maintain Our Channel functionality with reasonable effort. However, we cannot guarantee uninterrupted or an error-free service. To the maximum extent permitted by Applicable Law, We will not be liable for any loss, cost, or expense arising directly or indirectly from, delays in performing our obligations under these Terms or periods of Our Channel experiencing downtime or unavailability.

14.4 Our Services are designed for personal, non-commercial money transfers. If you choose to utilise our Website for payments related to business activities, we explicitly disclaim any and all liability associated with such transactions. This includes, but is not limited to, the successful delivery of the funds, the quality or nature of any goods or services supposedly purchased, and any disputes arising from such business transactions. By using Our Services and Channel, You acknowledge and accept this limitation of liability and agree to hold Us harmless for any outcomes resulting from Your use of Our Channel for business purposes.

14.5 Without limiting the above, We will not be liable for:

- 14.5.1 goods or services which You pay for using the Services, nor their delivery;
- 14.5.2 malfunctions in communication facilities over which We have no control;
- 14.5.3 the loss of data or the delay in transmissions caused by using an Internet service provider or a browser or other software over which We

have no control;

- 14.5.4 the services provided by Your card issuer;
- 14.5.5 viruses originating from third parties;
- 14.5.6 errors on the Channel that are the result of incomplete or wrong information that You or a third party provided;
- 14.5.7 the unauthorised use or interception of information prior to reaching the Channel; or
- 14.5.8 the unauthorised use of or unauthorised access to data in conjunction with Yourself or Your Transactions which We process unless such use or such access is the result of negligence on Our behalf.

## 15. Force Majeure

15.1 We will not be liable for any delay or failure to perform Our obligations under these Terms if caused by a Force Majeure Event. A Force Majeure Event refers to any unforeseen circumstance beyond Our reasonable control that prevents Us from fulfilling our obligations. Examples, but not an exhaustive list, include:

15.1.1 Strikes, lockouts, or other industrial action.
15.1.2 Shortages of labour, services, power, supplies, or resources.
15.1.3 Late, defective performance, or non-performance by suppliers or subcontractors.
15.1.4 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (declared or not), or threat or preparation for war.
15.1.5 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster or extreme weather conditions.
15.1.6 Impossibility of using railways, shipping, aircraft, motor transport, or other means of public or private transport for service delivery.
15.1.7 Acts, decrees, legislation, regulations, or restrictions of any government.

15.2 In the event of a Force Majeure Event, Our performance under these Terms will be deemed suspended for the duration of the event. We will be granted an extension of time for performance equal to the length of the Force Majeure Event. We will use all reasonable efforts to minimize any delay caused by a Force Majeure Event or find alternative solutions to fulfill our obligations. We will promptly notify You of any Force Majeure Event, providing details about the event and the expected duration of any potential delay.

15.3 If a Force Majeure Event continues for more than 30 days from the date You are notified, either You or We may terminate any agreement under these Terms with immediate effect upon written notice to the other party.

## 16. External Links

16.1 To provide increased value and convenience to You, we may provide links and use the services of other websites or resources for You to access at your sole discretion and risk. By clicking on a link to a third-party website, You acknowledge and agree that:

16.1.1 We are not responsible for the availability of such external sites or resources.
16.1.2 We do not control, review, endorse, or guarantee the content, including advertising, products, services, or other materials, found on any external site.
16.1.3 We are not liable for any damage, loss, or offense caused or alleged to be caused by Your use of, or reliance on, any content, products, or services available on or through such external sites.

16.2 We encourage You to carefully review the privacy policies and terms of use of any linked websites before accessing them. You are solely responsible for any risks associated with using external websites.

## 17. General

17.1 Subject to clause 1.6, 1.7 and 1.8 of these Terms & Conditions, We reserve the right to make changes to our Channel, web domain, Services, products, prices, specifications, and availability at any time. It is recommended You periodically review these Terms and Conditions for any updates.

17.2.1 Notify You promptly of the situation.
17.2.2 Offer You a comparable alternative, if available.
17.2.3 Provide a full refund for Your order, if no suitable alternative exists.

17.2 We strive to maintain accurate information on our Channel regarding Services availability. However, We cannot guarantee that all Services will always be available at the time of Your order. In the event a Service becomes unavailable after You place an order, We will:

17.3 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the contract and the remainder of the provision in question will not be affected.

17.4 Our Channel's content and materials are primarily provided in English. While we may offer localized translations for Your convenience in some instances, please be aware that these translations are provided for informational purposes only. We do not guarantee the accuracy or completeness of the translated content. In the event of any discrepancies, the English version of the content shall always be considered the official and binding version.

17.5 If We fail, at any time during the term of an agreement, to insist upon strict performance of any of Your obligations under it or any of these Terms and Conditions, or if We fail to exercise any of the rights or remedies to which We are entitled under the agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with Your obligations. A waiver by Us of any default shall not constitute a waiver of any subsequent default. No waiver by Us of any of these Terms & Conditions or of any other term of an agreement shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing.

17.6 If You participate in any rewards programme You agree to be bound by any separate terms and conditions associated with each reward programme.

## 18. Governing Law and Jurisdiction

These Terms & Conditions and any dispute or claim arising out of or in connection with them will be governed by and construed in accordance with Irish law.

## 19. Appendix 1 - Airtime Top-Up Terms and Conditions

**Please Note:** The 'Airtime Top Up' service is offered by AFTAB. In the below extract, reference to 'we/us/our' is a reference to AFTAB. Otherwise, defined terms in the below extract can be found in the main body of the terms and conditions here: https://acemoneytransfer.com/terms-and-conditions/uk.

## MOBILE TOP-UP

19.1 The Airtime Top Up service will only be provided to you by us in respect of the mobile phone operators available on our Website. These operators are subject to change and availability.

19.2 You must input the mobile phone number to which any Airtime Top Up is to be credited into the appropriate space in our Portal. It is your responsibility to ensure that you have correctly inputted the mobile phone number. if you enter the wrong number, the transfer will go ahead and there is no way to reclaim or redirect the Airtime Top Up once the Payment Instruction has been processed by us.

19.3 You will then be asked to select the amount of Airtime Top-Up that you wish to credit that mobile phone number with.

19.4 The cost of Airtime Top Up will vary depending on the amount of Airtime Top Up that you wish to send and according to the denominations displayed in our Portal or on the Website.

19.5 The total amount (the Transaction Amount and our Service Fee) that you must pay will be displayed clearly in the Portal before you are asked to confirm your Transaction.

19.6 A number of countries around the world have chosen to apply taxes to incoming Airtime Top Ups. When sending to a Payee in these countries, the corresponding deduction will be made from the Transaction Amount, meaning the Payee will get a lower amount of Airtime Top Up.

19.7 The Airtime Top Up is typically sent within a few seconds by us to the mobile phone number you provide upon successful payment by you. Occasionally, there may be a short delay before the relevant mobile operator applies the Airtime Top Up to the mobile phone number e.g., due to congestion on the local mobile network.

19.8 Our obligation in relation to Airtime Top Up is simply to send Airtime Top Up in accordance with your Instruction. The relevant mobile operator will be solely liable to you and the Payee of the Airtime Top Up for the provision of mobile services related to the Airtime Top Up. Once the Airtime Top Up is sent to a mobile phone number, it cannot be refunded or removed from the phone. To stop this mistake from happening, we ask you to ensure that the number you have entered is correct.

19.9 You will not be able to cancel the Airtime Top Up once we receive your instruction.

19.10 We may be obliged (for example, due to local laws or mobile operator restrictions) to limit the number of Airtime Top Ups that can be performed or the maximum value of Airtime Top Ups (the latter typically due to mobile operator restrictions) over a given period of time e.g., daily, weekly, monthly.

19.11 The prices of the Services are quoted on the Website. Unless otherwise stated, the prices quoted exclude VAT (we are not VAT registered). We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Services to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in any other costs of third-party services). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before we have commenced providing the Services.

19.12 As we sell non-tangible irrevocable goods, we do not issue refunds once the order is accomplished and the airtime is delivered. As a customer, you are responsible for understanding this upon purchasing any item at our website.

19.13 Abuse or fraud (including unlawful use of a payment method, theft, fraud, embezzlement or otherwise) is actively tracked by us. All purchases on our website, may be checked for abuse or fraud and for this purpose we work together with third parties. As soon as we suspect or discover abuse or fraud, we will refuse an order of credit and we do not issue a digital code to you.

19.14 In case of suspicion of unlawful use, we can ask you for a copy of a valid proof of identity and a copy of a bank statement and/or other documents. After this extra check we can decide to provide you with a digital code for credit, but we are not obliged to do so. We take these measures in order to keep the process of buying credit through our website safe for you.