Effective From: November 27, 2025

introduction

Ce document (ainsi que tous les documents mentionnés dans celui-ci) vous indique les conditions sur lesquelles nous vendons et fournissons les services de transfert d'argent (les services) énumérés sur ce site Web (le site Web) pour vous. Veuillez noter, dans ces Conditions, notre utilisation du terme « Services » comprend, sans limitation, les services de transfert d'argent, les services de transfert d'argent, les services internationaux de transfert d'argent et les services de paiement conformément à l'annexe 1 Partie 1 de l'article 1 de la Règlement sur les services de paiement 2009 Et recharge mobile, achat de crédit mobile, temps d'antenne mobile prépayé et / ou data. Avant de confirmer votre commande s'il vous plaît:

Interpretation and Definitions

In these Terms & Conditions:

- **ACE Money Transfer, ACE, We, Us, Our** means ACE Money Transfer Limited.
- **ACE Money Transfer Channel or Channels** 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 and airtime top up 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 including but not limited to the Payment Services Regulations, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations, FCA rules and guidance, and any successor legislation.
- **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.
- **Sender** means the person who initiated a money transfer through the ACE Money Transfer Service and who is a payment service user within the meaning of the Payment Services Regulations 2017;
- **Receiver** means the person named as the beneficiary of the money transfer.
- **Transaction** means every money transfer or Airtime top up that You initiate through the ACE Money Transfer Service;
- **Home Remittance** means the transfer of funds by individuals residing or working abroad to beneficiaries (such as family members, friends, or associates) residing in their home country.
- **Customer Service** refers to the assistance, support, and guidance provided by ACE to its customers before, during, and after the use of its services.
- **You, Your, Yours or Yourself** means every and any person using the ACE Money Transfer Website as a Sender.
- **Business Day** means a day on which We and our payment processing partners are open for business as required to process payment transactions.
- **Execution Time** means the period between the point when We receive a Payment Order and the time the funds are made available to the Receiver's payment provider.
- **Payment Order** means any instruction given by the Sender to ACE to execute a money transfer or other transaction.
- **Point of Receipt** means the time at which We are deemed to have received a Payment Order for processing.
- **Competent Authority** means any regulator or authority responsible for supervising Our Services, including the Financial Conduct Authority in the UK or the relevant authority in other jurisdictions where We operate.

1. Qui sommes-nous

1.1. Ce site Est détenu et exploité par ACE Money Transfer LTD (nous/nous/notre), une société anonyme privée enregistrée en Angleterre et au Pays de Galles sous le numéro de la société: 04502952 ayant notre bureau enregistréà, One Portland Street, Manchester, M1 3BE - Royaume-Uni.

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

1.3. To utilise Our Services, You are required to create a profile (Profile) via Our Channels. 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(s) 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 the United Kingdom.
- 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. No framework agreement is established between You and Us that requires Us to carry out recurring money transfers. Each money transfer is a separate transaction, and it is the Sender's responsibility to notify the Receiver of each transfer.

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 Channels 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 & regulatory requirements. Any changes to the Terms & Conditions will be made available to You by posting the revised version, along with the updated revision date, on our Website and Mobile Application. This may include providing the current version of the Terms & Conditions as part of the process when You instruct Us to execute a Transaction.

1.7. 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 Channels 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 should not continue further use of the Services.

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, terrorism 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 can only 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 prohibited.
- 2.2.2. Our Services are intended solely for consumer use. By "consumer use" We mean the utilisation of Our Services for Home Remittance, non-commercial purposes. Business and professional use of Our Services is 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 up to date 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 countries mentioned in term 1.3.3, You may be required to accept separate ACE Money Transfer Terms & Conditions specific to Your new location. Additionally, please be aware that some, or all of 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 Channels 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 applicable data protection laws.

3. liaison

3.1. All communications with You shall be conducted via Our Channels and/or via email. 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.com, 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 Channels.
- 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 Channels to be served. 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 You to only send money to people You know and trust, and not to strangers and we may not allow You to send money to persons where we cannot establish a known relationship.
- 4.1.7. Our Service is restricted to residents of the United Kingdom and other jurisdictions where We are authorised to operate. If You relocate, We may require You to accept different Terms specific to Your new location. If You are not a resident of any of the countries where we (or through our affiliates and/or subsidiaries) provide services, We may not be able to serve You. Alternatively, We may require You to accept different Terms and Conditions for other jurisdictions where we can provide Services.
- 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 Virtual Private Networks (VPNs), or any other technology designed to conceal Your IP address and other identifying information. We may limit Our Service to You if we detect the use of such methods.
- 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 while completion of your transaction with us.;
- 4.1.9.3. Your full name, date of birth, place of birth, nationality, address, bank account number, and any other information We require of You from time to time;
- 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 other illegal activities. You expressly agree that We have an immediate right to cancel with no delay any Services, access to the Channels or profile provided to You, without notice to You, and to report it to the appropriate authorities, 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 provided by You (including updated information) to obtain information from third parties about You, including, but not limited to, credit reports to authenticate Your identity and manage risk, in accordance with Our Privacy Policy and applicable data protection laws.

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, 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. A payment order is deemed received when We confirm acceptance through Our Channels.

5.3. You are responsible for ensuring that all information provided on the order form is accurate, including the Transfer Amount, Payout details, and Receiver information. If We have processed Your Transfer, in accordance with the information You have provided to Us, 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 or our duty to comply with the applicable law. To ensure a smooth transfer, You must 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, source of funds/wealth 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. ACE Money Transfer shall not be held liable for any delays in the processing or delivery of payments that arise due to third-party financial networks, intermediary banks, or technology service providers beyond our control. While we strive to ensure timely transactions, unforeseen issues within external systems or financial networks may occasionally result in delays. Customers acknowledge and accept that such delays do not constitute a breach of service on our part.

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

5.8. We may also cancel and refund the Transaction where You are not able to provide required information.

5.9. 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 prevent the transfer from being completed, or result in funds being misrouted, or a wrong delivery.

5.10. 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 Channels to You in any way. These Terms and Conditions shall, however, apply to any instruction which We choose to accept.

6. prix

6.1. The pricing and fees associated with our Services are clearly 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 using our services.

6.2. You are responsible for familiarising Yourself with the Fee before completing a money transfer. We will present all applicable fees and charges before You complete the Transaction. Subject to section 1.6 and 1.7, We reserve the right to modify the Fees from time to time. The applicable Fee in effect at the time of each agreement, as disclosed to you and accepted by you while conducting the transaction, will apply to that specific transaction.

6.3. Countries where We provide Payout services may apply taxes, rebates, or fees on certain Money Transfers. As a result, the Receiver may receive an amount that is either reduced or increased from the original Transaction Amount, depending on the applicable local adjustments. We can provide additional information on such deductions or additions, where available, if You contact Us.

6.4. The Sender will bear all fees due to complete the money transfer unless the Applicable Law in the Recipient’s country requires otherwise. In certain cases money transfer payments may be subject to local taxes and service charges by third parties. 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 as applicable by the receiver’s financial institutions.

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 illustrate the currency which is available to Your Recipient and the real time exchange rate that will apply at the moment You create the Transaction. 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 understand that the exchange rate includes a margin retained by Us, and such margin may vary depending on the payout method, market conditions, and other factors. By confirming your Order with Us, You accept the exchange rate applied as displayed to you at the time of the transaction. This information will be provided before you authorise the Transaction. After the Transaction is executed, We will provide You with confirmation of the total amount charged, including fees, exchange rate applied, and any applicable taxes or deductions.

7. PAYING FOR MONEY TRANSFERS

7.1. We offer various ways (**authorised Payment Methods**) for You to conveniently and securely pay for Your money transfers. You can use debit or credit cards or other alternate payment options like digital wallets, as available in the order form to pay for Your Transaction. Transactions from bank accounts, banks cards, and digital wallets 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 or other security actions 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 chosen payment method has sufficient funds to cover the entire cost of the money transfer, including applicable fees.

7.4. We take the security of Your financial information very seriously. We employ industry-standard security measures to safeguard your details throughout the transaction 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 Channels.

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 submitting a money transfer order, You hereby authorize Us to debit the total amount of the Transaction, inclusive of all applicable fees and charges, from the Payment Method designated by You in the order form. The full amount shall be debited and cleared from Your specified Chosen/designated Payment Method prior to the initiation of processing and execution of the money transfer by Us. The payment order will be deemed received only after the funds have been successfully debited and cleared from Your Payment Method.

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.

7.8. ACE Money Transfer reserves the right to refuse or delay the execution of any transaction request if, at the time of initiation, there are unresolved issues related to previous interactions, including but not limited to non-payment or compliance concerns. Each transaction is processed independently and subject to verification at the time of initiation.

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 Channels. 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 through which You can make Transfers are listed on Our Channels. You must choose the desired country, pay-out method, pay-out currency (if applicable), 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 provide incorrect details, the transfer may still be processed, and We might not be able to recover or redirect the funds once the payment has been completed.

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 are 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’s policies in line with the applicable regulation(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 Channels 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 or the information thereof, 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 maintain either in physical or digital form 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. Based on the Payment Method selected, The Receiver can receive the money transfer amount into their bank account, their mobile wallet or a cash collection at a designated pay-out location by providing the name, telephone number and transaction 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 the following;

- 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.

8.13. We reserve the right to deduct any processing fees or charges incurred during the refund process from the total amount refunded.

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, 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, save for clause 9.7, We will refund in full or in part the transfer amount in the designated Payment Method from which You have created the Transaction.

9.7. If you request to cancel a transaction, ACE Money Transfer reserves the right to deduct any reasonable costs we incur as a result, including administrative fees, currency conversion losses, or third-party charges provided that such deductions do not apply to refunds You are legally entitled to under Applicable Law. Any refund issued may be net of such deductions.

9.8. If you request to cancel a transaction, we may need to contact you to confirm your request before we can proceed with the cancellation and issue a refund. If we are unable to reach you through the contact details you provided, we may not be able to cancel the transaction. In such cases, the transaction will remain active until confirmation is received. ACE Money Transfer shall not be held liable for any delay or failure in cancellation where confirmation could not be obtained.

9.9. We reserve the right to cancel any Transaction that has not yet been paid to the Receiver if an error beyond Our control occurs within Our systems, resulting in the Transaction Amount or Payout Amount exceeding the originally intended amount. This right is exercised to prevent the disbursement of funds in excess of what was authorized.

9.10. If, due to such an error (as under 9.9), excess funds are disbursed to the Receiver, You acknowledge and agree that We have the right to recover the overpaid amount. You further agree to fully cooperate with Us in Our efforts to reclaim such funds, and understand that failure to assist may result in enforcement action or legal proceedings to recover the excess amount.

10. HOW YOUR MONEY IS PROTECTED

10.1. When You use Our Service, You acknowledge and agree that any funds We receive from You for the purpose of executing a Transaction will be held in accordance with the Applicable Law. What this means is that we will maintain your funds in dedicated safeguarding accounts maintained with financial institutions as per the requirements of FCA, until such time that these are delivered to your Recipient or your Recipient's Payment Service Provider (Pay-out Partner). These accounts are used solely for safeguarding client funds and are segregated from Our own operating funds and insulate your Transaction Amount in case of our Insolvency (Safeguarding Measures).

10.2. You further acknowledge and agree that these Safeguarding Measures do not provide the same protection as the Financial Services Compensation Scheme (FSCS). In particular, You understand and accept that safeguarded funds are not covered by the FSCS, and in the event of Our insolvency, although reasonable efforts will be made to return Your funds, the amount returned may be reduced by costs associated with the insolvency process, including but not limited to distribution and administrative expenses. As a result, You may not receive the full amount originally safeguarded.

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 You can contact Our customer support team on complaints@acemoneytransfer.com or Contact us 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 will be asked to set out Your concerns in writing providing as much detail as possible, so that We can fully investigate Your complaint. While 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 3 business days from receipt of Your complaint. This will not apply if Your written complaint has been resolved to Your satisfaction within 3 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 the Financial Ombudsman Service (**FOS**), which is a free and independent service that may be able to settle a complaint between You and Us. More information and the FOS's contact details are found at https://www.financial-ombudsman.org.uk. 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. 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. We process Your personal data on lawful bases including the performance of a contract, compliance with legal obligations (including anti-money laundering and counter-terrorist financing laws), legitimate interests, and, where required, Your consent.

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. propriété

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;
- 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 fulfil 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. LIENS EXTERNES

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. AIRTIME TOP-UP

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

17.2. You must input the mobile phone number to which any Airtime Top Up is to be credited into the appropriate space in digital forms available in your profile or in the channels. 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.

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

17.4. 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.

17.5. 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.

17.6. If a receiver’s country applies taxes on Airtime Top Ups, the applicable tax amount will be deducted from the Transaction Amount. As a result, the Payee may receive a lower value than originally sent.

17.7. 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.

17.8. 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.

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

17.10. 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.

17.11. The prices of the Services are quoted on the Website. Unless otherwise stated, the prices quoted exclude VAT 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.

17.12. 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.

17.13. 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.

17.14. 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.

18. culture générale

18.1. Subject to clause 1.6 and 1.7 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.

18.2. 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:

- 18.2.1. Notify You promptly of the situation.
- 18.2.2. Offer You a comparable alternative, if available.
- 18.2.3. Provide a full refund for Your order, if no suitable alternative exists.

18.3. 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.

18.4. 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.

18.5. 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.

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

19. GOUVERNER LE DROIT ET LA COMPÉTENCE

19.1. 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 the laws of United Kingdom.

19.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms & Conditions.

19.3. Nothing in this clause limits Your right to submit complaints to the Financial Ombudsman Service (UK), or any other competent authority as provided under Applicable Law.