

These Terms and Conditions (“the Terms”) together with the Application Form completed by you and any other documentation referred to in them (together “this Agreement”) govern the provision of foreign currency exchange and payment services provided to you by FEXCO Corporate Payments, trading as No1 Currency. References in these Terms to “we”, “us”, “our”, “ours” and “No1 Currency” are to FEXCO Corporate Payments, trading as No1 Currency.

References in these Terms to “you”, “your”, “yours” and “Client” are to you, the customer of No1 Currency and, as the context requires, your designated authorised representative(s) from time to time.

1. NO1 CURRENCY – DETAILS AND HOW TO CONTACT US

1.1 No1 Currency buys and sells currencies for trade, business or other commercial purposes. No1 Currency does not supply currency for speculative purposes or provide investment advice.

1.2 No1 Currency's corporate details are as follows:

- (a) FEXCO Corporate Payments acquired the treasury and corporate payments business of No1 Currency Limited on 31 May 2012 and has registered a UK establishment with the Registrar of Companies which now trades as No1 Currency.
- (b) FEXCO Corporate Payments is a private unlimited company registered in Ireland under company number 475943;
- (c) The registered office address of FEXCO Corporate Payments is FEXCO Centre, Iveragh Road, Killorglin, Co. Kerry, Ireland;
- (d) The business or trading address of the UK establishment of FEXCO Corporate Payments trading as No 1 Currency is 11 Glenfinlas Street, Charlotte Square, Edinburgh, EH3 6AW;
- (e) Telephone number: 0800 840 2887 or + 44 131 476 7371; and
- (f) Website: <http://www.No1currency.com/index.asp>

To find out more about the UK establishment of FEXCO Corporate Payments, trading as No1 Currency, please see the website of the Registrar of Companies at **www.companieshouse.co.uk** or call the Registrar on **0870 33 33 636**.

1.3 FEXCO Corporate Payments is registered on the Central Bank of Ireland's Payment Services Register under registration number C55083. To find out more, please see the Register at www.centralbank.ie or call the Central Bank of Ireland on +353 1 224 6000.

1.4 No1 Currency is registered as a money service business with HM Revenue & Customs ("HMRC") under registration number 12674814, pursuant to the scheme run by HMRC under the Money Laundering Regulations 2007 under the heading "money transmitter".

2. OUR SERVICES

2.1 No1 Currency services comprise:

- (a) the purchase and/or sale of currency in accordance with the Client's instructions for spot and/or forward delivery by electronic transfer to the Client (an "**FX Order**"); and
- (b) the purchase and transfer of currency to another person by electronic transfer (a "**Money Transfer**").

We use the term "**Order**" to refer to both FX Orders and Money Transfers.

2.2 Any Client wishing to enter into an Order with No1 Currency agrees that it shall be carried out on these Terms.

2.3 Whilst No1 Currency may provide information about currency markets and related matters, the Client relies entirely on its own judgement when making an Order.

3. CLIENT INSTRUCTIONS

3.1 No1 Currency will accept oral or written Orders (including Orders by fax or email) from the Client and shall be entitled to act upon such Orders received from such person or persons as the Client authorises ("Authorised Persons"). Details of Authorised Persons together with specimen signatures shall be supplied to No1 Currency by the Client on entering into this Agreement and thereafter as amended in writing from time to time. No amendment of the details of the Authorised Persons shall be effective until acknowledged in writing by No1 Currency.

3.2 An Order is made when No1 Currency accepts the Client's proposal for an Order and this will generally be an oral acceptance. No1 Currency may in any event require the Client to confirm Orders in writing.

3.3 No1 Currency may refuse to execute an Order, or suspend or stop accepting Orders, for any of the reasons set out in clause 13.1. If we do this, we will try to contact you immediately by telephone and/or email. We will tell you why the Order has been refused and, if appropriate, what you can do to put things right. We will not contact you or provide reasons for our actions under this clause 3.3 if it would be unlawful to do so or we reasonably consider that it would compromise our security procedures.

3.4 No1 Currency shall be under no duty to question or make any enquiries concerning any Orders by fax or email which it believes in good faith to be genuine Client instructions.

4. MONEY TRANSFERS

This clause 4 sets out additional terms that apply to Money Transfers.

We use the term "Business Day" to mean a day when banks in the City of London are normally open for business.

Receiving Orders for Money Transfers

- 4.1 When instructing us to make a Money Transfer, you will need to provide us with certain information. This includes the recipient's name, bank account number, sort-code, BIC, IBAN and any other information that we ask for so that we can make the transfer. If you provide us with incorrect information this may lead to the transfer being delayed, made incorrectly, or not made at all. We will not be responsible for any loss you suffer in these circumstances. We will, however, make reasonable efforts to recover the funds involved if you ask us to do so. We may charge you our reasonable costs incurred in doing this. We will give you details of these charges before we try to recover the funds. The payee's bank may also charge you if this happens.
- 4.2 If we receive an Order for a Money Transfer after a "cut-off time" that we have informed you of, or on a day on which we cannot make Money Transfers, we will not begin to process it until the start of processing on the next relevant Business Day on which we can make Money Transfers. For this reason, we treat Orders received after the relevant cut-off time or on a day which we cannot make Money Transfers as being received by us on the next relevant Business Day.
- 4.3 If you place an Order for a Money Transfer on a date in the future then we will treat your instruction as being received by us on that date. This means that if you ask us to ensure that the recipient's bank receives a Money Transfer by a particular date we will treat the instruction as being received by us on the date necessary for us to make the Money Transfer in accordance with the timings set out in Clause 4.4. If that date is a day on which we cannot make Money Transfers then we will treat the Order as being received by us on the next relevant Business Day on which we can make Money Transfers.

Timing of Money Transfers

- 4.4 If you are making a Money Transfer in an currency of a European Economic Area country ("EEA") to a person with an account at a bank in the EEA, No1 Currency will make sure that the amount of the Money Transfer will reach that person's bank no later than:
- (a) one Business Day after we receive your instruction, if the payment is to a person with an account:
- at a bank in the UK and the Money Transfer is in sterling;
 - at a bank in an EEA country (including the UK) and the Money Transfer is in euro; or

(b) four Business Days in all other cases.

4.5 If a Money Transfer is in a non-EEA currency or is made to a person with an account at a bank outside of the EEA, No1 Currency will provide you with an indication of the time taken to make the Money Transfer on request. When the Money Transfer is actually received by the recipient will depend on the banking practice of the relevant country.

5. CANCELLING AN ORDER

5.1 Where you have placed an Order we will go ahead with the transaction unless you provide us with clear instructions to cancel it. These instructions must be given in writing or orally by no later than 5pm the Business Day before the date the transaction is due to take place. We are unable to cancel an Order after this point. This means that we are generally unable to cancel Orders that are placed for immediate execution.

5.2 If you have instructed us to make regular Money Transfers to a person then we will treat any cancellation of a Money Transfer to this person as cancelling all future Money Transfers. We may seek clarification of this, and request written confirmation, but you will be taken to have cancelled the regular Money Transfers from when you first notified us about the cancellation.

6. IMPORTANT SECURITY INFORMATION

6.1 In order to protect the privacy and security of your information (including in particular information known only by you and No1 Currency), No1 Currency may from time to time provide you with a personal identification number, telephone password or Internet security log in details ("Personal Security Information"). You must take all reasonable precautions to keep safe and prevent fraudulent use of your personal security information. For example, if information is being exchanged by email, you should keep your personal computer secure by using up-to-date anti-virus and anti-spyware software and a personal firewall. If you have kept this information in hard-copy, it should be kept in a secure location.

6.2 You must tell us without undue delay if:

- (a) any of your Personal Security Information is lost or stolen; or
- (b) you suspect that someone else has misused or tried to misuse your personal security information.

7. DOCUMENTATION

7.1 No1 Currency will provide the Client with a document confirming the details of each Order by fax, post or email. You should check this document carefully and notify us promptly if the information contained in it is incorrect.

7.2 Documents may be sent by fax, email or post and proof of posting or dispatch or any document or other communications shall be deemed to be proof of receipt (a) in the case of fax or email the day of despatch or if not a Business Day the next Business Day thereafter, and (b) in the case of delivery by first class post 48 hours from the date of posting. Documents shall be sent to the last known fax number, email address or address of either party as provided by the other party from time to time.

8. PAYMENT AND DELIVERY

8.1 The Client agrees to take physical delivery of the Order (other than a Money Transfer) on the date specified by the Client to, and accepted by, No1 Currency.

8.2 The Client will pay to No1 Currency the amount of the Order plus any Charges (as defined in clause 9) or Margin or Margin Call (as defined in clause 10) as agreed between the parties ("the Payment Provisions"). No1 Currency shall only accept payment made to it from a bank account bearing the Client's name and not from any third party.

8.3 All payments due from the Client to No1 Currency under these Terms shall be made in full without any set-off, counter-claim, deduction or withholding whatsoever. No1 Currency may deduct from any payments to be made to or on behalf of the Client such amounts as No1 Currency may be required by law to deduct or as may be charged to No1 Currency in respect of transfer or other charges. No1 Currency shall have the right to set-off against any Client monies held by No1 Currency any amounts owed by the Clients to No1 Currency in respect of any Order.

8.4 All monies paid to No1 Currency which have not vested in No1 Currency shall be held in a pooled client trust bank account until otherwise applied according to the Client's instructions or these Terms. Payments held in the client trust bank account shall be separately identifiable from No1 Currency's own funds.

8.5 Monies paid to No1 Currency in a currency other than sterling, euro or dollar will not be held in a pooled client trust bank account but an equivalent amount in sterling, euro or dollar will be held in such an account.

8.6 The Client will not be entitled to any interest on monies held in a trust bank account or on any other monies No1 Currency holds on the Client's behalf.

9. CHARGES

9.1 The Client shall pay No1 Currency's charges (including but not limited to such administration charges and charges for late payment as may be agreed) ("the Charges") in accordance with the Payment Provisions.

9.2 The charges for payments are (not including additional administration charges or charges for late payment) :

Description	Fee
Wire transfers (including Money Transfers) under £5000	£10
Wire Transfers (including Money Transfers) £5000 and over	Free
No1 Accepts all Payer Charges	£40

9.3 The exchange rate that applies to the Order will be confirmed by No1 Currency before it accepts the Order. The exchange rate agreed at this time shall hold unless in circumstances agreed in writing (including fax and email) between No1 Currency and the Client whereby the length of the contract (spot or forward) is being altered for any reason. In this circumstance, we will cancel your existing Order and create a new Order with any agreed alterations to the exchange rate to reflect any interest rate differentials between the two currencies.

9.4 If we are asked to provide additional information or materials which we are not required by law to provide we may ask you to pay a reasonable administration fee to cover any costs incurred. We shall advise you of any fees at the time of asking should this apply.

10. MARGIN

10.1 No1 Currency may require the Client to make an immediate advance payment to No1 Currency in respect of certain Orders, including without limitation forward contracts No1 Currency may agree to accept from the Client from time to time ("the Margin"). This is to provide No1 Currency with security in respect of the risk it is incurring on the Order prior to the Client making payment.

10.2 Payment of the Margin shall be made in accordance with the Payment Provisions (as defined above).

10.3 In respect of forward contracts, the Margin will be held by No1 Currency until such time as the Margin vests in No1 Currency. The Client warrants that the Margin shall be free from and the Client shall not create over the Margin any charge or other encumbrance.

10.4 The Client shall not be entitled to any interest on the Margin.

10.5 The Margin shall vest automatically in No1 Currency on the occurrence of any one of the following events:

- (a) the date on which the currency is to be delivered or transferred, or in the event that the Order is closed out prior to this date, on the instruction of the Client;
- (b) at such time as No1 Currency incurs any costs, losses or liabilities or is exposed to any fluctuation in currency exchange rates (as No1 Currency in its absolute discretion shall decide) on behalf of the Client in respect of any Order, in such an event that

proportion of the money, held as the Margin, equal to No1 Currency's costs, losses and liabilities shall vest automatically in No1 Currency;

- (c) the Client becomes insolvent or unable to pay its debts, has a bankruptcy, winding up or administration petition against it present to the Court or has to convene (or has convened) a meeting for the purpose of having a liquidator appointed or has a receiver appointed over its property or proposes a form of arrangement or composition with its creditors (other than for the purposes of an amalgamation or reconstruction approved in advance in writing by No1 Currency) or in the case of a partnership has a bankruptcy petition presented against a partner ("an Event of Insolvency") or any other similar or analogous event occurs under the laws of any applicable jurisdiction or the Client ceases or threatens to cease to carry on all or part of its business;
- (d) the Client is not able to comply with or is in breach of any of the terms of this Agreement.

10.6 If the market moves unfavourably No1 Currency may require the Client to provide a greater Margin to reflect the increased risk (the "Margin Call"). In the event of a Margin Call being made the Client shall pay all monies required pursuant to the Margin Call in accordance with the Payment Provisions to No1 Currency within 24 hours of No1 Currency first communicating the Margin Call to the Client. The Client's failure to do so shall be a fundamental breach of these Terms and shall entitle No1 Currency, without prejudice to any other remedy available to it, to immediately and without notice to the Client close out the Order without liability for No1 Currency.

10.7 Without prejudice to clauses 16.1 and 16.2, the Client shall fully indemnify No1 Currency and keep No1 Currency indemnified on demand in respect of any losses, costs, charge or expenses and any other liability which No1 Currency may incur in closing out or unwinding any forward contracts. No1 Currency may use the Margin to pay such sum.

11. CAPACITY AND WARRANTIES

The law requires No1 Currency to know its client. This means that No1 Currency must know that the Client is who it states it is and obtain proof. No1 Currency must also know that the Client is exchanging currency for a legitimate, commercial and non-speculative purpose. Accordingly, when signing this Agreement and making any Order the Client warrants that:

- (a) it is acting as a principal and has full power, authority and legal capacity to enter into this Agreement and every Order executed thereunder;
- (b) all information supplied to No1 Currency relating to this Agreement is true and accurate in all material respects and the Client will not omit or withhold any information which would render the information so supplied to be false or inaccurate in any material respect;

- (c) it is entering into this Agreement in connection with its commercial, non-financial trade or business or for other legitimate, non-speculative commercial purposes, or for a genuine reason for requiring an exchange of currency, such as a contract to purchase property goods or services and not for investment purposes;
- (d) it will provide to No1 Currency on request such information regarding its financial and business affairs as No1 Currency may reasonably require (including without prejudice to the foregoing, any obligation relating to the Money Laundering Regulations 2007);
- (e) all sums paid by the Client to No1 Currency under this Agreement belong to the Client, have not been obtained by illegal means, are in no way tainted by criminal activity and are not subject to any charge, encumbrance or other security.

12. DISPUTES

12.1 The parties agree and consent to:

- (a) the electronic recording by either party of telephone conversation between the parties with or without an automatic tone warning device; and
- (b) the use of such recordings or transcripts from such recordings as evidence by either party in any dispute or anticipated dispute between the parties or relating to dealings between the parties.

12.2 Any such recordings or transcripts made by No1 Currency may be destroyed by No1 Currency in accordance with No1 Currency's normal practice.

13. CLOSING OUT ORDERS

13.1 No1 Currency shall have the right to close out all or part of any Orders from the market without prior notice or further liability to the Client upon or at any time after the happening of any of the following events:

- (a) the Client shall fail to make any payment for an Order when due and in accordance with this Agreement;
- (b) the Client materially breaches any of the terms of this Agreement or fails to comply with its obligations to No1 Currency in respect of any Order;
- (c) it becomes or may become unlawful for No1 Currency to maintain or give effect to all or any of the obligations under this Agreement or otherwise to carry on its business or if No1 Currency or the Client are requested to close out an Order (or any part thereof) by any regulatory authority whether or not the request is legally binding;
- (d) an Event of Insolvency (as defined in clause 10.5) or if the Client ceases or threatens to cease to carry on all or part of its business;

- (e) any of the events specified above or anything analogous thereto occurs under the laws of any applicable jurisdiction;
- (f) No1 Currency suspects or has reason to believe that a fraud has been committed in connection with the Order; or
- (g) No1 Currency suspects or has reason to believe that there has been a mistake by the Client in providing instructions relating to an Order.

13.2 If the Client becomes aware of the occurrence of any event referred to in clause 13.1, it shall give No1 Currency notice of such event forthwith.

13.3 No1 Currency may retain all or any of the Client's monies if it is required to do so by law and then deal with the money as ordered by a court or other body of competent jurisdiction.

14. TERMINATION AND CHANGES TO THIS AGREEMENT

14.1 This Agreement will continue until it is terminated by the Client or No1 Currency in accordance with these terms.

14.2 No1 Currency may terminate this Agreement by giving the Client two months' notice in writing which notice shall be given by fax or by email.

14.3 The Client may terminate this Agreement at any time by giving No1 Currency one months' notice in writing which notice shall be given by fax or by email.

14.4 No1 Currency may amend these Terms if we have a valid reason for doing so by notice in writing to the Client at any time. We will give you at least two months' notice of such amendments. When we give you notice we will tell you when the amendment will take effect. You will be treated as accepting the amendment on that date unless, before then, you tell us that you want to terminate this Agreement and not accept the amendment. We will not charge you for terminating the Agreement in these circumstances. Any amendment shall not be retrospective or affect any rights or obligations that may already exist in respect to any Order.

15. NO1 CURRENCY'S LIABILITY TO THE CLIENT AND THE CLIENT'S LIABILITY TO NO1 CURRENCY

15.1 You should tell us as soon as you can if you notice any errors on your account or become aware of any unauthorised Order or failed or incorrect Order. If you become aware of any of these matters and fail to tell us without undue delay, and in any event no later than 13 months after the date any Order was executed (or, in the case of a failed Order, ought to have been executed) this may affect your right to have the errors corrected and may mean that we are not responsible for any loss or damage you suffer.

Unauthorised Orders

15.2 No1 Currency will be responsible to you for any Order carried out on your behalf that you did not authorise, unless we prove that:

- (a) you have acted fraudulently;
- (b) you allowed another person who is not an Authorised Person to use your security details to place an Order; or
- (c) you have deliberately or with gross negligence failed to perform your obligations under clause 6.

15.3 No1 Currency will make an immediate refund if you tell us that you did not authorise an Order, unless the facts suggest that we may not be responsible for it and that it is appropriate for us to investigate the transaction further. If we decide to do this, we will investigate the transaction and decide as quickly as possible whether we are or may be responsible. If after this initial investigation we are unable to prove:

- (a) that you did authorise the Order; or
- (b) any of the matters described in clause 15.2,

we will immediately refund the amount of the Order, including any charges. If we have investigated the transaction, we will ensure that you do not suffer any loss by reason of the delay in reaching our decision. If we subsequently prove that we are not in fact responsible for an unauthorised Order, we will explain to you how we reached this decision and we may charge you the amount of any refund already provided to you.

15.4 The Client is responsible for all losses arising from an unauthorised Order for which we prove that we are not responsible because you acted fraudulently or you have deliberately or with gross negligence failed to perform your obligations under 6.

15.5 The Client is responsible for a maximum of £50 for any losses incurred as a result of an unauthorised Order which occurred because you failed to keep your personal security information safe.

15.6 The Client will not be responsible for any losses that arise as a result of an unauthorised Order:

- (a) made by someone using your personal security details before you receive them;
- (b) after you alert us in accordance with clause 6.2; or
- (c) if we have failed to provide you with the means to alert us in accordance with clause 6.2.

Failed or Incorrect Orders

- 15.7 If we have accepted an Order, we are responsible for it being executed unless we can prove that the currency was received by you or, in the case of Money Transfers, it was received by the recipient's bank within the timescales set out in clause 4.4. Where we can prove that the recipient's bank has received a Money Transfer within the relevant timescale, the recipient's bank is responsible to the recipient for making the transfer available and crediting the recipient's account. If you ask us, we will try to trace a Money Transfer and notify you of the outcome.
- 15.8 If an Order has been executed incorrectly and we fail to prove that the currency has been received by you or, in relation to a Money Transfer, by the recipient's bank as required by clause 15.5 we will, without undue delay, refund you with either the amount of the Order (unless delivery of the Order was late and has since been made available) or (if we have made an overpayment) any excess amount incorrectly deducted so that you do not incur any loss. We will also refund any charges. In the case of a late Money Transfer, we will compensate you for any interest or charges you are required to pay as a result of the delay. However, we will not pay a refund or compensation under this clause 15.8 if we prove that you have failed to perform your obligations under clause 6.1 (Important Security Information) or where we can rely on clause 20 (Force Majeure).
- 15.9 Other than as set out in this clause 15, No1 Currency shall have no liability to the Client arising out of this Agreement or any Order made in pursuance of this Agreement by reason of any cause except where it is due to the fault or negligence of No1 Currency.

Limits on No1 Currency's Liability

- 15.10 No1 Currency's liability under this Agreement shall be for direct losses only and No1 Currency expressly excludes liability for consequential loss (including loss of profits) or damage.
- 15.11 No1 Currency's liability to the Client under this Agreement shall not exceed the lesser of the value of the Order in respect of which the negligent act or omission occurred or £1 million in respect of any one claim or in aggregate. This limit does not apply to Money Transfers.

16. THE CLIENT'S LIABILITY TO NO1 CURRENCY

- 16.1 To the extent permitted by law, the Client shall indemnify and keep No1 Currency indemnified on demand against all liabilities incurred by No1 Currency in the proper performance of its services or the enforcement of its rights hereunder and, in particular, without prejudice to the generality of such indemnity, against all amounts which No1 Currency may certify to be necessary to compensate it for all Liability sustained or incurred by No1 Currency (including but not limited to No1 Currency's loss of profits) as a result of:
- (a) any default in payment by the Client or any sum under this Agreement or any Order when due or any other breach by the Client of this Agreement;

- (b) No1 Currency exercising its right under these Terms to close out all or any part of any Order; and
- (c) No1 Currency may charge the Client interest daily on any amounts owing to No1 Currency at the rate of 4 per cent per annum above the Bank of Scotland plc base rate from time to time in force compounded daily from the due date until payment.

16.2 In the event of a default in payment by the Client No1 Currency may without notice to the Client combine, consolidate or merge all or any of the liabilities of the Client and may set-off or transfer any sums from time to time owed to the Client in or towards the satisfaction of any of the liabilities of the Client and notwithstanding that the liabilities may not be expressed in the same currency No1 Currency is authorised to effect any necessary currency conversions at the rates then prevailing.

17. GENERAL

17.1 Nothing in this Agreement is intended to confer any benefit on any third party (whether referred to herein by name, class, and description or otherwise) or any right to enforce a term of this Agreement.

17.2 The Client agrees that nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between the parties.

17.3 Clauses 16.1 and 16.2 shall survive termination or execution of any Order made under the Terms.

17.4 These Terms, together with the documents referred to therein and the Application Form, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior oral and written communications with respect thereto. If you require changes please make sure that you ask for these to be put in writing. In that way we can avoid any problems surrounding what we and you are expected to do.

17.5 Should any of the Terms be deemed unenforceable or illegal, the remaining Terms will nevertheless continue in full force and effect.

17.6 This Agreement is personal to the parties and may not be assigned or transferred without the written consent of the other party.

17.7 Any failure by either party to exercise and any delay, forbearance or indulgence by any party in exercising any right, power or remedy under this Agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time.

17.8 In the event of any of the Terms being in conflict with other documentation produced pursuant to this Agreement then the Terms shall have priority.

- 17.9 Any reference in the Terms to the singular shall where appropriate include the plural and vice versa.
- 17.10 These Terms shall be governed and construed in accordance with English Law.
- 17.11 Additional copies of these Terms can be obtained at any time without charge by contacting us on info@no1currency.com.
- 17.12 Our Terms are written in English which shall also be the language of the contract. All communications between No1 Currency and you shall be made in English.

18. DATA PROTECTION

- 18.1 We are keen to strike a fair balance between your personal privacy and ensuring you obtain a good service from us. We are fully registered under the United Kingdom's Data Protection Act 1998. Further information about this Act can be found at www.ico.gov.uk.
- 18.2 In this clause 18 "Your Personal Data" means personal data about you or your employees that was: i) provided in the Application Form; and/or ii) provided by you, or generated by us, in the course of our relationship.
- 18.3 We may process Your Personal Data in order to process and fulfil Orders and to communicate with you about your account. We may also collect and process Your Personal Data in order to perform credit checks and similar from time to time in order to allow us to set your trading limits.
- 18.4 Unless you opted out in the Application Form then we may also use Your Personal Data to send you or your employees marketing information about services that may be of interest to you that are offered by us, or by members of our Group of Companies. However, each release of marketing material will include the ability to opt out from future marketing information. You may also opt out from marketing information at any time by contacting info@No1currency.com
- 18.5 Where you instruct us to make a payment to an individual on your behalf then we may need to process personal data about that individual in order to complete the payment. You will supply that information and you will ensure that the relevant individual(s) consent(s) to our processing of that data in order to make that payment. In addition, we may supply some of Your Personal Data to the payee or the payee's bank in order to complete the payment. If the payee or the payee's bank is outside the European Economic Area then that supply may include a transfer of Your Personal Data to a country outside the European Economic Area.
- 18.6 We may outsource or contract the provision of IT services to third parties, and if we do those third parties may hold and process Your Personal Data. However, in that event we will ensure that the IT supplier only processes Your Personal Data for us, and as directed by us.

- 18.7 We may from time to time re-organise our corporate structure. Accordingly, we may pass Your Personal Data to other companies in our Group of Companies. If we do then we will ensure that those other Companies comply with the provisions of this clause 18 in relation to Your Personal Data. If we sell all or part of our business then we may pass Your Personal Data to the purchaser. In that event, we will ensure that the purchase contacts you after completion of the sale to inform you of the identity of the purchaser.
- 18.8 At all times we will process Your Personal Data in accordance with UK law. We will not sell Your Personal Data to any third party (other than as part of a wider sale of the business). Other than as set out in this clause 18, or where we are required or compelled to do so under law, we will not disclose Your Personal Data to anyone else. Other than as set out in this clause 18, we will not transfer Your Personal Data outside the European Economic Area. We will use reasonable endeavours to prevent unauthorised access to Your Personal Data in our possession or control.
- 18.9 When you view one of our web-sites some information may be stored on your computer. This information will be in the form of a “cookie” or similar file and will help us to improve your browsing experience. Cookies allow web-sites to be tailored to better match your interests and preferences. With most Internet browsers, you can erase cookies from your computer hard drive, block all cookies or receive a warning before a cookie is stored. Please refer to your Internet browser instructions or help screen or learn more about these functions.

19. COMPLAINTS

- 19.1 If you have a complaint about the services that you have received, this should be made in the first instance (either in writing or verbally) to the firm’s Compliance Officer who can be contacted as follows; Compliance Officer, FEXCO Corporate Payments trading as No1 Currency, FEXCO Centre, Iveragh Road, Killorglin, Co. Kerry, Ireland. Telephone: +353 66 976 1258. A summary of our complaints procedure is available on request. We will investigate any complaint promptly and aim to resolve it to your satisfaction.
- 19.2 If your complaint is about a Money Transfer and we are unable to resolve the complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service (FOS). The FOS is an organisation set up by law to give consumers a free and independent service for resolving disputes with financial services firms. Details of whether your complaint is eligible can be obtained from the FOS. The FOS can be contacted as follows; Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

- Telephone: 0845 080 1800 or 0300 123 9123
- Email: complaint.info@financial-ombudsman.org.uk
- Website: <http://www.financial-ombudsman.org.uk/>

20. FORCE MAJEURE

No1 Currency Ltd is not liable under this Agreement where this is due to abnormal and unforeseeable circumstances beyond the firm's control, the consequences of which would have been unavoidable despite all efforts to the contrary. The firm is not liable where the contravention is due to its obligations under EU or UK law.