

# Single Use Payment Terms and Conditions

**Money transfer is defined as money transmissions to third party beneficiaries only**

## 1. MONEY TRANSFER SERVICE

These terms and conditions govern the money transfer services provided to you by JNFX Limited, Emperor's Gate, 114a Cromwell Road, Kensington, London, SW7 4AG, 6365196 (referred to as "we/our/us").

Our head office address is 75 King William Street, London, EC4N 7BE, telephone number 0207 496 3350, fax number 0207 496 8210, email:neisenberg@jn-fx.com

## 2. SENDING A PAYMENT

You must provide us with information which clearly identifies:

- the individual to whom you are sending the money (the "**payee**"); and/or
- details of the payee's payment account (if they have one).

## 3. TIMING

We will transfer your payment so that the money reaches the firm where your payee will collect it no later than the end of the third business day after we received your instruction. Where you want money transferred on a specific day, you agree that the time we receive your instruction is that specific day.

If we did not receive your payment instruction before **14:00** on a business day for us (or if we received it on a day which is not a business day for us), we will treat it as if we received it on the next business day.

You cannot amend or cancel your instruction to us unless you give us written notice no later than the business day before the day on which we will transfer your money. "business day" means a day on which we are open for business (other than a Saturday or Sunday or a public holiday).

## 4. FEES AND CHARGES

4.1 When you are sending money, you agree to pay us, at the time we accept your instruction to send your money transfer, the fees and charges (if any) which we write on your payment instruction form.

4.2 When you are receiving money, we may deduct, from the money transferred to us before we make it available to you, the fees and charges (if any) set out in the written information we give you when you receive the money.

4.3 If JNFX receives money and for any reason is unable to transfer the money, JNFX reserves the right to charge a monthly holding fee and/or undertake a currency conversion of

the money and charge you JNFX's standard rates. JNFX will, where possible, provide you with prior notice of these steps and charges.

## **5. EXCHANGE RATE**

We will write on your payment instruction form or receipt the exchange rate applied to your money transfer when you are sending or receiving money. We usually convert your money from sterling (£) at the time of transfer so your payee receives the relevant amount in the currency of the country where the payee is located.

## **6. GENERAL**

We are not obliged to perform our obligations if abnormal and unforeseeable circumstances beyond our control prevent us from doing so.

You may be entitled to redress for an incorrectly executed money transfer only if you notify us without undue delay on becoming aware of it, and in any event no later than 13 months after the date of the transfer.

No compensation is available from the Financial Services Compensation Scheme if we are unable to meet our obligations. Our relationship with you is not that of a bank or trustee. You may also qualify to have access to the Financial Ombudsman Service if you are not satisfied with a complaint.

Neither these Terms and Conditions nor any transaction carried out under them shall confer contractual or other rights on, or be enforceable against us by, any party other than you.

We are not liable for any losses not directly associated with any incident that may cause you to make a claim against us, nor are we liable for loss of profits, loss of business, loss of goodwill or any form of special damages.

You agree that you are not sending or receiving a payment transfer for or in connection with any criminal or illegal purpose.

We may use information about you to discharge our anti-money laundering, security validation and verification responsibilities, to provide our services and to manage our relationship with you. We may disclose this information to payers, payees and intermediaries in the course of providing our services or as required by Regulation EC 1781/2006 on information on the payer accompanying transfers of funds; persons with whom we

share information for anti-money-laundering, security verification or validation purposes; regulatory and prosecuting authorities; service providers acting on our behalf. This may involve transfer of information to countries which do not have data protection laws as strict as those in the UK. If you wish to access or correct the information that we hold about you, please contact our Data Protection Officer at 75 King William Street, London, EC4N 7BE.

## **7. LAW AND JURISDICTION**

These Terms and Conditions and all matters arising from or connected with them are governed by English law. The courts of England have exclusive jurisdiction to settle any

dispute arising from or connected with these Terms and Conditions (including a dispute regarding their existence, validity or termination or relating to any non-contractual or other obligation arising out of or in connection with them) or the consequences of their nullity.