

Money Mover Customer Migration Terms and Conditions

By accepting these Customer Migration Terms and Conditions (the '**Terms and Conditions**') you accept and agree to the following:

1. Responsibility for safeguarding, execution of payments and other FCA-regulated roles and activities will move from **Money Mover** to **Currencycloud** (see 8.7 below).
2. Money Mover will provide Currencycloud with the information required to onboard (set up) your account on the platform and will carry out this onboarding on your behalf.
3. Money Mover will migrate account balances and relevant data (such as recipient information) to Currencycloud in order to facilitate the use of the service.
4. The migration process and your continued use of The Service are governed by the following Money Mover Terms of Use.

Money Mover Terms of Use

Please read this document carefully. It contains important information about your rights and obligations. It also contains a disclaimer of warranty and a limitation of liability clause

1. OVERVIEW

1.1 These Terms of Use set out the terms on which:

(a) We deliver our services via any website maintained by us including without limitation the website at www.moneymover.com its subdomains and associated Money Mover third-party services (together, the "**Website**") including without limitation providing you with a web application to book currency exchange and payment transactions from our contributing Regulated Payment Partners ("**The Service**"); and

(b) You agree to use The Service provided by us and the Website maintained by us.

1.2 Please review these Terms of Use carefully and make sure that you understand them before using The Service or the Website. If you do not agree to these Terms of Use, you must cease use of The Service and Website immediately.

2. INFORMATION ABOUT US

2.1 We provide the Services and operate The Service. We are MoneyMovr Limited, a limited company incorporated in England with registered number 8780601 and registered address at Milton Hall, Ely Road, Milton, Cambridge, CB24 6WZ.

2.2 References to "Money Mover", "we" and "us" are references to MoneyMovr Limited. References to "you" are to the person accessing or using The Service or Website, or the company or organisation on whose behalf such person accesses, streams or uses The Service or Website.

3. THE MONEY MOVER WEB APPLICATION

3.1 The Service enables private individual users and business users to build an international payment order, to receive live exchange rate quotes and book transactions.

3.2 By accepting these Terms of Use, you accept and agree that, when we have compiled a full Client Profile, including but not limited to all personal / business background information and all supporting documents adequately required within the account activation process, we will forward the full Client Profile securely to the relevant Regulated Payment Partners, from the list detailed in Clause 8.6.

3.2.1 The Regulated Payment Partner will conduct standard due diligence checks including, but not limited to, Know Your Client (KYC) and Anti-Money Laundering, for the purposes of client onboarding.

3.2.2 Acceptance and activation of any User is at the sole discretion of the Regulated Payment Partner.

3.2.3 Once your account is activated by the Regulated Payment Partner, you may only access it via The Service. Money Mover log-in details do not provide direct access to any Regulated Payment Partner online platform.

3.3 We are not a foreign exchange broker or intermediary or Money Service Business (MSB) of any kind. We do not exchange currency or make physical delivery of foreign currency. We are not parties to any transactions and have no, and assume no, control over the legality, compliance or other aspects of any transactions originated by means of The Service.

3.4 Transactions booked via The Service are booked directly with the Regulated Payment Partner. By accepting these Terms of Use, you agree, by extension, to the Terms & Conditions of the Regulated Payment Partners, listed and provided by a link, in Clause 8.7.

3.4.1 When booking every transaction, you agree to enter a legally binding contract directly with the Regulated Payment Partner and accept their specific Terms & Conditions once again.

3.4.2 Transactions booked via The Service are booked directly with the Regulated Payment Partner. We have agreements with all Regulated Payment Partners to earn a fee from every transaction booked via The Service.

4. ACCEPTANCE OF TERMS OF USE

4.1 By using The Service and/or the Website, you accept and agree to be bound by these Terms of Use.

4.2 Where acting on behalf of a Business, by accepting to be bound by these Terms of Use, you confirm that you have the necessary authority or permission to register the Business for the Service. Where we find this not to be the case, we will seek confirmation from an authorised Director before progressing the application.

4.3 We may at any time modify these Terms of Use. We will notify you of any changes to these Terms of Use either by emailing you (at the email address notified by you to us on the Website) or by posting a notice on the Website.

4.4 By continuing to use The Service and/or the Website after changes to these Terms of Use are made and notified to you, you agree to be bound by all changes.

4.5 At any time you can review the most current version of our Terms of Use by clicking on the "Terms of Use" link located at the www.moneymover.com website. The current version displayed on that page will supersede all previous versions.

5. LIMITATIONS ON USE

5.1 You must be at least 18 years old to use the Services or the Website. If you do not qualify, please do not use the Services or Website.

5.2 Should you choose to access the Website from locations outside of England and Wales, you will be responsible for compliance with local laws if and to the extent such local laws are applicable.

6. YOUR CONDUCT

6.1 By using the Website and/or The Service, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Services or Website.

6.2 You agree and undertake to keep your user login credentials confidential, not to disclose your login details to any other person and not to permit any other person to log in to the Website using your login details.

6.2.1 In the event that you wish to grant another individual access to your account, you agree to set that individual up as an authorised user and grant them the necessary permissions on your account.

6.3 You agree not to interfere with the servers or networks connected to the Website or to violate any of the procedures, policies or regulations of networks connected to the Website, including these Terms of Use. You also agree not to:

(a) attempt to reverse engineer or sell, export, license, modify, copy, distribute or transmit the Website to any third party, or jeopardise the correct functioning of the Website, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Website and/or The Service;

(b) attempt to gain access to secured portions of the Website and/or The Service to which you do not possess access rights;

(c) impersonate any other person while using The Service or Website;

(d) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Website or The Service;

(e) resell or export the software associated with the Website or The Service;

(f) use the Website to generate unsolicited advertisements or spam; or

(g) use any automatic or manual process to search or harvest information from the Website or The Service, or to interfere in any way with the proper functioning of the Website or The Service.

6.4 You further agree to use the Website and The Service only for lawful purposes.

6.5 From time to time you may find links to third-party websites on the Website. These links are provided for your information only and are not recommended by Money Mover. Money Mover has no control over the content of third-party sites and accepts no responsibility or liability for them or for any loss or damage that may arise from your use of them. When accessing a third-party website, you are advised to check such website's terms of use and privacy policy to ensure compliance with applicable laws.

7. OUR RIGHTS

7.1 In providing you with access to the Website and The Service, Money Mover reserves the following rights, and in accessing, browsing or otherwise using the Website you grant to Money Mover and agree that we shall have the following rights:

(a) the right to refuse or withdraw your access to the Website or The Service in accordance with applicable laws for any reason at any time (with or without notice) if in our sole and absolute discretion you violate or breach any of these Terms of Use;

(b) the right to amend or update the Website or these Terms of Use from time to time;

(c) the right to access any or all of your accounts in order to respond to your requests for technical support so long as we maintain appropriate administrative physical and technical safeguards for the protection of the security and confidentiality and integrity of your data; and

(d) the right to terminate without notice user accounts and delete any associated data if that account has been inactive or disabled for 365 days or more.

8. OWNERSHIP OF DATA

8.1 Personal information about you (including, without limitation, your name, address, email address, telephone number, information found on your passport or driving licence and your likeness) shall at all times belong to you.

8.2 Trade Information derived from any trade that you execute through one of our contributing foreign exchange companies will belong to the Regulated Payment Partner. As part of our relationship with our panel of Regulated Payment Partners, they are required to provide us with such trade-related information for the purposes of

- (a) enabling us to track commission payments due to us;
- (b) improving our services to you by tailoring the Website or The Service to your requirements.

8.3 Each time you trade with one of any Regulated Payment Partners on The Service, you give permission for the Regulated Payment Partner to disclose personal information and transactional information to us for the reasons given above.

8.4 Following the principle of adequacy (or data minimisation), we will only request the personal data, or business-related data, required in relation to delivering the Service.

8.5 We may share some/all of the data you provide in your application with third-party companies for the purposes of:

- (a) electronically verifying the information you have provided; and
- (b) sourcing further information, as part of the account onboarding process.
- (c) This may involve a soft credit check being carried out on you, your directors, LLP members, partners, trustees, beneficiaries and/or beneficial owners (as applicable). This credit check will leave a soft footprint on the relevant person's credit history. By agreeing to these Terms of Use, you warrant that you consent and that you have obtained the consent of every such director, LLP member, partner, trustee, beneficiary and/or beneficial owner (as applicable) for such a credit check to be carried out.

8.6 We will provide all necessary cooperation to enable the Regulated Payment Partners to deliver their regulatory requirements. Where necessary, you will be contacted to provide certain additional documents to complete the AML/KYC checks required by our Regulated Payment Partners.

8.7 On completion of a full Client Profile, required by our Regulated Payment Partners to activate your trading account, all of the data you have provided, along with any additional data sourced from the public domain, or third-party data providers to complete a full Client Profile, will be shared with the relevant Regulated Payment Partners to deliver the Service. By accepting these Terms of Use you will, by extension, accept the Terms & Conditions of the Regulated Payment Partners listed below:

(a) **The Currency Cloud Limited** ("Currencycloud") registered in England No. 06323311. Registered Office: Stewardship Building 1st Floor, 12 Steward Street London E1 6FQ. The Currency Cloud Limited is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 for the issuing of electronic money (FRN: 900199). Currencycloud terms and conditions for the UK and worldwide, excl. EU [[Terms & Conditions](#)]

(b) **Currencycloud B.V.** ("Currencycloud") Registered in the Netherlands No. 72186178. Registered Office: Nieuwezijds Voorburgwal 296 - 298, Mindspace Nieuwezijds Office 001 Amsterdam. CurrencyCloud B.V. is authorised by the DNB under the Wet op het financieel toezicht to carry out the business of a electronic-money institution (Relation Number: R142701). Currencycloud terms and conditions for the EU [[Terms & Conditions](#)]

8.8 Both Money Mover and the Regulated Payment Partner are responsible for ensuring that Personal Data collected for the purpose of delivering the Service is collected and processed in accordance with the relevant Data Protection Laws.

8.9 Where Personal Data is transferred outside the European Economic Area (or, following the withdrawal of the United Kingdom from the European Union, outside the United Kingdom) we will

ensure all measures necessary are in place to ensure that any such transfers have adequate protections in place, as set out in the relevant Data Protection Laws.

8.10 You will inform us of any change to your Personal Data and will provide updated Personal Data as soon as possible following any such update and in any case upon request.

9. INTELLECTUAL PROPERTY

9.1 Money Mover and/or its licensor(s) are the sole owners of the Website, which includes any software, domains, and content made available through the Website or The Service. The Website and The Service are protected by UK and International copyright and other intellectual property laws.

9.2 We permit you to use the Website for your own personal and business use subject to these Terms of Use and Money Mover grants you a limited licence solely for that purpose.

9.3 Without limitation, this means that you may not sell, export, license, modify, copy, distribute or transmit the Website or The Service (or any part of it) without prior express written consent from Money Mover. You may also not register any domain name that implies that it is connected with us or in any way could be deemed to have a negative impact on our reputation and/or business.

9.4 Any unauthorised use of the Website or The Service will result in the automatic termination of the limited licence granted by us. Money Mover reserves the right to terminate the limited licence without notice at any time following any unauthorised use by you of the Website or The Service.

9.5 Money Mover and its graphics, logos, icons and service names related to the Website are registered and unregistered trademarks of MoneyMover Limited. They may not be used without our prior express written permission.

9.6 All other trademarks not owned by Money Mover that appear in connection with the Website are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Money Mover.

9.7 You undertake and agree not to:

- (a) use any automatic or manual process to collect, harvest, gather, or extract information about other visitors to the Website or The Service, users of the Website and/or rates offered by our panel of contributing foreign exchange companies, or otherwise systematically extract data or data fields, including without limitation any financial and/or currency data or e-mail addresses; and
- (b) present, archive, cache, frame, scrape, or mirror any information and/or content from any part of the Website or The Service within another website, except with the express prior written permission of Money Mover.

The foregoing prohibitions in this paragraph 9.7 expressly include, but are not limited to, the practice of 'screen scraping', or any other practice or activity the purpose of which is to obtain lists of data, portions of a database, or other lists or information from the Website or The Service, in any manner or in any quantities not authorised in writing by Money Mover.

10. REGULATED PAYMENT PARTNERS

10.1 We take steps to vet Regulated Payment Partners before allowing them onto The Service and we use reasonable endeavours to ensure that any Money Service Business on The Service is fully Authorised by the FCA, or similarly regulated in its relevant operational territories.

10.2 When you choose to book a currency transaction, you accept the Regulated Payment Partner's Terms & Conditions and you enter into a direct contractual relationship with the Regulated Payment Partner. For the avoidance of doubt, Money Mover does not provide underlying Payment Service and Money Mover is not a party to the contract you enter with the Regulated Payment Partner. Money Mover does not have any obligation (whether express or implied) under such contract. Money Mover has no responsibility whatsoever for the physical delivery of currency to your designated beneficiaries.

10.3 Your interaction with any Regulated Payment Partner and/or other persons found on or through The Service, including payment and delivery of services and any other terms, conditions, warranties or representations associated with such dealings are solely between you and such persons.

10.4 In the event that you have a dispute with any Regulated Payment Partner or another user of the Website or The Service, you hereby release Money Mover, its shareholders, directors, officers, employees, agents and successors in title from all claims, demands and damages of every kind or nature, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or The Service and/or the Website.

10.5 Money Mover shall not be liable to you in the event that any Regulated Payment Partner refuses to honour any quote through The Service.

11. SECURITY

11.1 Whilst we have implemented commercially reasonable technical and organisational measures to secure your personal information and user content from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat those measures. You acknowledge that you provide your personal information and user content at your own risk.

11.2 Two-factor authentication (2FA) is available for all users of The Service. This provides an extra layer of security for accessing services and provides additional evidence to the password alone, meaning attackers with a stolen password cannot access the online service. Therefore we strongly recommend that all users activate this additional security feature. You are able to skip the activation and access the services without enabling 2FA, but in so doing you will accept full liability for the financial implications of any fraudulent transactions that occur without 2FA enabled on your account.

12. ELECTRONIC COMMUNICATIONS

12.1 By using the Website and/or The Service and/or material provided through the Website and/or via the Services, you consent to receiving electronic communications and notices from Money Mover. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

13. PRIVACY

13.1 You provide us with information when you register as a user on The Service. For the purpose of submitting your compliance application pack Regulated Payment Partners, we may collect information both relating to you (for example on your previous trade history) and your business. Any information that you submit or that we collect when you are using the Website or The Service is subject to the Money Mover [Data Protection and Privacy Policy](#), the terms of which are hereby incorporated into these Terms of Use.

14. NO WARRANTY & LIABILITY LIMIT

14.1 Money Mover provides The Service and Website “as is” and without any warranty or condition, whether express, implied or statutory. Money Mover specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Money Mover assumes no liability or responsibility for any errors or omissions in the Website or provision of The Service any failures, delays or interruptions in the Website; any losses or damages arising from the use of The Service or Website; or any conduct by users of The Service or Website. We reserve the right to deliver The Service and Website at our sole and absolute discretion.

14.2 In no event shall Money Mover, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to you for loss of use or any special, incidental, indirect or consequential

damages arising out of or in connection with The Service and/or Website or these Terms of Use, on any theory of liability, and whether or not advised of the possibility of damage. Money Mover does not seek to exclude liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation on the part of Money Mover. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

14.3 From time to time you may use or access services, promotions and websites of third parties. In using or accessing third-party services, promotions and websites, you agree to be bound by the Terms of Use of such third parties governing their services, promotions and websites and hereby acknowledge that we shall not be responsible for the provision of services, accuracy of promotions or content of websites belonging or operated by third parties.

14.4 You acknowledge and agree that Money Mover is not responsible for the accuracy of any information published on the Website or The Service and does not warrant that any information appearing on the Website or The Service is accurate, true or complete. In particular, Money Mover is not responsible if incorrect quotes are published on the Website or The Service. If you believe that any information appearing on the Website or The Service is incorrect, you should inform Money Mover of the information that you consider to be inaccurate and/or inform the user who posted the information that you consider it to be inaccurate in each case using the features provided for that purpose on the Website. Money Mover specifically excludes liability for any loss, harm, distress or damage suffered by you or any third party as a result of inaccurate information appearing on the Website.

14.5 Money Mover makes no representation that material on The Service is appropriate or available at locations outside of the United Kingdom. By accessing the Website from outside the United Kingdom, you represent and warrant to Money Mover that your use and access of the Website or The Service is in compliance with all applicable local laws.

15. INDEMNITY

15.1 You agree to indemnify and hold MoneyMover Limited and its related companies, and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of your use of The Service and/or website or your violation of any law or the rights of any third party.

16. DISPUTES

16.1 You agree that these Terms of Use and any claim, dispute or controversy arising in connection with these Terms of Use or their subject matter or formation (including non-contractual disputes or claims), the Services, the Website, our advertising or any related transaction between you and Money Mover shall be governed by and construed in accordance with English law.

16.2 Any dispute or claim arising out of or in connection with such matters (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

17. TERMINATION

17.1 Money Mover may change or discontinue The Service and/or Website at any time without prior notice. We reserve the right to terminate these Terms of Use for any reason, without notice, and these Terms of Use shall automatically terminate in the event that you violate any of the Terms of Use set forth herein (with prejudice to our accumulated rights against you). In the event of any termination, you will immediately cease use of the Services and Website.

18. GENERAL

18.1 These Terms of Use are agreed between you and us. No person shall have any rights under or in connection with these Terms of Use under the Contracts (Rights of Third Parties) Act 1999.

18.2 If any court or competent authority decides that any term of these Terms of Use is held to be invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

18.3 Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section.

18.4 Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that or any other provision and will not relieve you from the obligation to comply with such provision.

18.5 You are not permitted to assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights under these Terms of Use without our prior express written consent.

18.6 These Terms of Use set forth the entire understanding and agreement between you and Money Mover with respect to the subject matter hereof.

18.7 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.8 You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms of Use, their subject matter or formation (including non-contractual disputes or claims), The Service or the Website.

19. CONTACT US

19.1 If you have any questions about these Terms of Use or the use of the Website and/or The Service, please contact us at support@money mover.com