

TERMS & CONDITIONS



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SOUTHEAST FINANCIAL SERVICES

Terms and Conditions

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1. General provisions

1. The Terms and Conditions listed below govern the access and use of our website (hereinafter called "the Website") and mobile phone application ("the Application"), at branch ("the branch"), remittance over the phone "Telephone Remittance" that enable you to transfer money ("the Service").
2. The English language version of these Terms and Conditions is the applicable version for all languages. Any other language version we may provide is for guidance purposes only. Any dispute or claim arising out of or in connection with present Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims) will be considered in relation to the English version only.
3. In the present Terms and Conditions the terms "we", "us", "our", "SFSL" refer to Southeast Financial Services (UK) Ltd. and "you", "your" refer to any person who accesses and/or uses the Service.
4. It is important that you understand that access and use of the Service is conditional on your acceptance of present Terms and Conditions.

2. Definitions

In the present Terms and Conditions the below terms shall have the following meaning(s):

1. "Application" means an SFSL mobile phone application namely "SmartRemit" operated by SFSL to provide online money transfer services and the related information;
2. "Telephone Remittance" or "Over the Phone" means when a customer request to process a transaction over the phone.
3. "Compliance Officer" means one or more members of staff at SFSL who is responsible for compliance with Money Transfer Regulations, anti-money laundering legislation and other applicable laws;
4. "Fees" means the charges and fees we charge to you for the Service, as applicable, in accordance with the price list published on the Website and/or the Application, and/or at the Branch or the prices or rates that we communicate to you before we issue a Confirmation, or as provided in these Terms and Conditions;
5. "Force Majeure Event" means any of the circumstances referred to in clause 9;
6. "FX Spread" is where you pay for a transaction in one currency and it is paid out in another currency, we apply an FX spread. The FX spread is the difference between the exchange rate we buy the currency in and the exchange rate we are able to provide to you and we communicated it in the order confirmation and it covers our costs plus a small margin.
7. "Malicious Code" means computer viruses, Trojans, software locks, drop-dead devices, malicious logic or trap door, worms, time bombs, corrupted files or other computer programme routines that are intended to delete, disable, deactivate, damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another;
8. "Money Transfer Regulations" means the applicable laws of the United Kingdom or of the country from which funds are transferred or where funds are intended to be received which relate to electronic money transfer services including, without limitation, the Financial Services and Markets Act 2000, the Payment Services Regulations 2017 and the Electronic Money Regulations 2011;
9. "Prohibited purpose" means any unlawful purpose (whether such illegality arises in the country from which the funds are transferred or where they are intended to be received or in any territory with jurisdiction over the Sender or the Receiver) including, without limitation, the transfer or receipt of payment for illegal activities, the transfer of funds which constitute proceeds of crime or money laundering under the Proceeds of Crime Act 2002 or which are obtained by illegal activity, the transfer of funds for the purpose of funding illegal

activity, the transfer of funds for the purpose of avoiding the seizure of such funds by law enforcement authorities or under orders of any court of law, and any transfer of funds without the permission of their owner;

10. "Recipient" and/ or "Beneficiary" means the person who receives the money through the Service,
11. "Reference number" means the unique transaction number, which will be issued to you as and which the recipient will be required to provide to our partners in order to receive the amount transferred,
12. "Sender" and/ or "Remitter" means the person who initiates the carrying out of a money transfer through the Service,
13. "Transaction" means every money transfer that you initiate using the Service and/or every other use that you make of the Service,
14. "Website" means the website www.southeastfinancialservices.co.uk and www.smartremit.app operated by SFSL to provide online money transfer services and the related information.

3. Information about us and how to get in touch with us

- SFSL has a physical branch and operates a website (the Website) and a mobile phone application (the Application) that enable you to transfer money using a device connected to the Internet and/or a mobile phone.
- SFSL is a company incorporated and licensed under the laws of the United Kingdom, (company number 7539137) engaged in the business of funds remittance with its Registered Office located at 22 New Road, London E1 2AX, United Kingdom.
- SFSL is registered with the Financial Conduct Authority as SPI (543158).
- We can be contacted via the following means:
 1. Visiting us or by Post using the address: 22 New Road, London E1 2AX, United Kingdom
 2. Email using the email address: sfsl@southeastbank.com.bd
 3. Website: www.southeastfinancialservices.co.uk

4. Confidentiality/ Privacy

1. As a regulated institution and with a purpose of providing the Service we are bound by the legal requirements to obtain, verify and record information about our customers. Therefore we may request from you or consult any legal sources to obtain your personal data when offering the Service to you.
2. Your personal information will be treated and processed securely and strictly in accordance with applicable laws and regulations.
3. We will not treat customer information as confidential where it is already public knowledge or where it becomes public knowledge through no fault of our own.
4. We may disclose customer information if we are required to do so by law, by court order, by any statutory, legal or regulatory requirement, by the police or any other competent authorities in connection with the prevention or detection of crime or to help combat fraud, money laundering and terrorism financing. We may also report suspicious activity to appropriate competent law enforcement or government authorities.
5. For more details and information regarding the confidentiality, privacy and security please refer to our Privacy Policy that can be found on our website or at the Branch.

5. Eligibility and your access right

1. By using the Service you warrant that you are at least 18 years old and that you have a legal capacity to enter into legally binding contracts.

2. Without prejudice to your rights in relation to any order for Services in relation to which we issued a Confirmation (in accordance with clause 7 below), we reserve the right, at any time, to terminate or suspend your access to the Service without prior notice if:
 - i. You use the Service or attempt to use it for any Prohibited Purpose;
 - ii. You attempt to transfer or charge funds from an account that does not belong to you;
 - iii. We receive conflicting claims regarding ownership of or the right to withdraw funds from a debit or credit card account;
 - iv. You have provided us with false evidence of your identity or you keep failing in providing us with true, accurate, current and complete evidence of your identity or details regarding transactions;
 - v. You attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of the Website and/or the Application or to infect it with any Malicious Code;
 - vi. You are in breach of these Terms and Conditions;
 - vii. We have reason to believe that any of the foregoing has occurred or is likely to occur; or
 - viii. A Compliance Officer has taken a discretionary decision to do so.

6. Information we provide before the transaction is complete

- a. If funds are sent via a recipient form, before your transaction is complete you will be provided with the following information:
 - i. The amount the beneficiary will receive,
 - ii. The maximum total Fee that you will be charged,
 - iii. An indication of the exchange rate that we will apply to your transaction,
 - iv. The location and documentation needed from the Recipient in order to collect the money (in case of cash collection),
 - v. An estimation of time it will take for the funds to be made available to the recipient.
- b. If funds are sent via a mobile phone number, before your transaction is complete you will be provided with the following information:
 - i. The amount the beneficiary will receive,
 - ii. The maximum total Fee that you will be charged,
 - iii. An exchange rate that we will apply to your transaction. This will remain valid for 48 hours from the moment you complete the transaction.

7. How the contract is formed between you and us and how sending funds works in practice

- a. After you place a money transfer order at our Branch or over the phone or via the Website or the Application using a recipient form, an e-mail will be sent to you acknowledging that your order has been processed. Please note that this does not mean that your order is accepted.
- b. 7.2 A transaction order constitutes solely an offer to buy our services, which is subject to our discretionary acceptance. Such acceptance will be communicated to you either (i) verbally over the phone or via e-mail confirming that we are processing your request or (ii) through a confirmation in the mobile app. (hereinafter called "the Confirmation"). The contract between you and us (hereinafter called "the Contract") will only be formed when the Confirmation has been sent.
- c. The Contract relates solely to the services that have been confirmed accepted in the Confirmation.

- d. We reserve the right to refuse to perform any of the Services (including after Confirmation) if:
- i. We are unable to obtain satisfactory evidence of your identity;
 - ii. You provide us with false, incorrect or incomplete information;
 - iii. We are unable to reach you via contact details provided by you;
 - iv. Your transfer order, information or documentation is not provided sufficiently in advance to allow us to process it in accordance to your request;
 - v. You attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of the Website and/or the Application or to infect it with any Malicious Code;
 - vi. You are in breach of these Terms and Conditions;
 - vii. You or the order you placed are in breach of any applicable laws or regulations or are made for a Prohibited Purpose;
 - viii. Processing the Service in accordance with your order may expose us to liability;
 - ix. We are unable to process your transfer due to variations in business hours, currency exchange or currency availability issues or due to any Force Majeure Event;
 - x. We have reason to believe that any of the foregoing has occurred or is likely to occur; or
 - xi. A Compliance Officer has taken a discretionary decision to do so.
- e. We shall not be liable for any damages, costs or losses incurred by the Sender or the Recipient or any third party if, as a result of any of the circumstances referred to in clause 5.2 or 7.4, we fail to complete the transfer of funds in accordance with an order.

8. Information provided after we process a transaction

After we process your transaction to the Recipient an e-mail will be sent to you with the following information:

- a) A transaction reference number,
- b) A confirmation of the exact amount we are sending to the Recipient on your behalf in both pay in and pay out currencies,
- c) A confirmation of the Fee that has been charged,
- d) An exchange rate applied to your transaction,
- e) A location and documentation needed from the recipient in order to collect the money (in case of cash collection option),
- f) A confirmation of the bank to which the money has been sent (in case of bank deposit option),
- g) An estimated time when the money will be available to the Recipient.

9. Limitations on our liability

- a. If a money transfer you ordered is delayed or fails, you may have a right to receive a refund or compensation under Money Transfer Regulations. Please contact us at sfsl@southeastbank.com.bd for more information regarding refunds and compensations.
- b. Claims for refund or compensation must be supported by all available evidence.
- c. If a money transfer in accordance with an order you made and that we Confirmed is delayed or fails and you are not entitled to a refund or compensation under the Money Transfer Regulations, we expressly limit our liability in respect of any such delayed or failed transfer (including for any claimed refund) to the greater of: (a) the amount of any service charge that was paid to us; and (b) €500. The foregoing cap on our liability applies to any single

transaction, act, omission or event and to any number of related transactions, acts, and omissions or events.

- d. Except as provided in clause 9.5, we shall not be liable to you or to any third party in relation to the Services, whether for breach of contract, tort (including negligence), misrepresentation, unjust enrichment or any other grounds, for any indirect, incidental, consequential or special damages including any loss of profits or savings or anticipated profits or savings, loss of data, loss of opportunity, loss or reputation, goodwill or business or any economic loss, even if we are advised in advance of the possibility of such loss.
- e. Nothing in this clause shall:
 - i. Exclude or limit liability on our part for death or personal injury resulting from our negligence,
 - ii. Exclude liability for our fraud, our wilful misconduct or gross negligence.
- f. We are not liable for the quality, safety, legality, or delivery of the goods or services that you pay for using the Services.
- g. We shall not be liable for any breach of our obligations under the Contract to you nor for any failure or delay in performance of any obligations under the Contract arising from or attributable to acts, events, omissions or accidents beyond our reasonable control, including, without limitation, where our failure to perform our obligations arise from:
 - i. an act of God, fire, flood, earthquake, windstorm or other natural disaster, explosion or accidental damage, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, export controls, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, pandemic or epidemic, industrial disputes, shortages of raw materials or components, general disruptions to transportation, telecommunication systems, power supply or other utilities;
 - ii. the acts, decrees, legislation, regulations or restrictions imposed by any government or state;
 - iii. the actions or omissions of the third parties;
 - iv. malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us;
 - v. any losses or delays in transmission of messages arising out of the use of any internet access service provider or caused by any browser or other software which is not under our control; or
 - vi. any Malicious Code interfering with the Service
 - vii. (each, a "Force Majeure Event").
- h. Our performance under the Contract shall be deemed suspended for the period that the Force Majeure Event continues and the time for performance will be extended for the duration of that period. We will use our reasonable endeavours to find a solution by which our obligations under the Contract may be resumed despite the Force Majeure Event.
- i. If you send money via a mobile phone number, we do not bear any liability for you providing an incorrect phone number.

10. Your responsibilities and obligations

- a. You will not use the Service unless you are at least 18 years old and you have a legal capacity to enter into legally binding contracts.
- b. The Fees for each Service we have provided to you have to be paid.
- c. You shall comply with these Terms and Conditions as well as with any applicable laws, rules and regulations.
- d. In relation to your registration and use of the Service you will:

- i. provide us with accurate, current, complete and true evidence of your identity and any additional information or evidence we may require to confirm your identity;
 - ii. supply us with all information and documentation we may ask in order to process your transfer and to comply with any legal requirements applicable to us or to our partners (including without limitation, the Money Transfer Regulations and the Money Laundering Regulations 2017);
 - iii. update all information you provide to us to keep it accurate, current, complete and true;
 - iv. not use the Service for or in connection with any Prohibited Purpose or attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of the Website and/or the Application or to infect it with any Malicious Code;
 - v. transfer money only from your own credit, debit card or bank account. You may not submit a transfer on behalf of another person;
 - vi. not open more than one account with us;
 - vii. keep your Reference Number secure, you must not share the Reference Number or any other transaction details with anybody except the Recipient;
 - viii. use the Service to send money only to people that you know personally or to pay for goods and services purchased from suppliers of whom you have sufficient knowledge and whose identity you verified. You acknowledge that we have no control over the suppliers or over the goods and services for which you use our Services to make payments and we have no responsibility for the quality, safety, legality, or the delivery of such goods or services to you.
- e. You understand and accept that:
- i. We are legally obliged to retain information about our users and the transactions that we process for up to 5 years or as may be required from time to time by applicable law or by any regulatory authorities;
 - ii. All currency converted as part of the Service will be converted using our rate of exchange (as published on the Website and/or the Application or as may be communicated to you before we issue a Confirmation);
 - iii. We reserve the right to increase the FX Spread when the markets are closed (weekends, bank holidays) to prevent loss stemming from currencies fluctuating and ensure payouts for our customers (we will still display the rate that we are offering on the homepage and the final rate on the checkout page before confirming the transaction);
 - iv. Some countries may impose minimum and maximum thresholds in relation to the amounts that can be sent through our Service;
 - v. You will be liable to us for all losses which we suffer or incur in relation to any fraud or fraudulent activity by you;
 - vi. You must contact us as soon as possible if you believe or suspect that a transfer of funds was not executed properly or that the amount has not been received or was only partly received;
 - vii. It is your responsibility to inform the Recipient of the information he/she will need to provide in order to collect the money you transfer through the Service (such as photographic identification, the exact amount of the send order and the Reference Number).

11. Fees and payment methods

1. The prices for the Service consist of FX Spread and the Fees.
2. Our Fees vary from time to time, but changes in the Fees will not apply to any orders in respect for which we have already sent you the Confirmation.

3. If you send money via a recipient form you can pay for the transaction by debit/credit card and alternative payment methods where available.
4. If you pay by debit card it will be charged as soon as we accept your request for the transfer.
5. We are not liable for any additional fees that the banks (either on the sending or receiving side) may charge you.
6. When you pay by debit card and your order is refused by your bank or by the card issuer, your bank account will not be debited. However, it is possible that your bank or the card issuer might hold the amount you tried to send. If this happens you will need to contact your bank or card issuer to resolve the issue.
7. Discounts on our Fees may be available through promotions that we or our partners may offer from time to time. Promotions are subject to terms and conditions and will be honoured in accordance with their published terms.

12. Cancellations and refunds

- a. You have a right to cancel an order before payment has been made to the Recipient. If you have send money via a recipient form, you may exercise this right by:
 - i. Emailing us at sfsl@southeastbank.com.bd
- b. If you exercise your right to cancel the order after you have already paid us the funds to be transferred:
 - i. we will refund money paid by you and intended for a Recipient only under the condition that it has not already been paid out to the Recipient in accordance with your original instructions prior to the cancellation request; and
 - ii. we reserve the right to retain the Fees charged for the Service (and we may charge you with those Fees if they have not yet been paid); and
- c. if by the time you notify us of the cancellation of the transfer we have already sent the money to one of our partners in the country of destination, we may not be able to successfully cancel the order, given that the cancellation procedures with our partners differ in length and complexity, as well as often require communication across time zones.
- d. Refunds can take up to 7 working days to be processed and this depends as well on the customer's bank processes, which are beyond our control.
- e. We reserve the right not to refund amounts smaller than £3 or €3 and charge a refund fee of £3 or €3 (according to the currency with which you pay us) if the refund has been requested by the customer with no fault of our own.
- f. If we do not transfer the money to the Recipient in accordance with an order within 45 days after your instructions have been received, provided that you correctly followed our procedures and complied with all our policies, you may ask for a refund of the money transferred to us and intended for the Recipient.
- g. If the Recipient does not collect the money within 13 months after the date it became available for collection, all rights of cancellation of the order or refund of the money transferred or the Fees shall be deemed to be waived by you.
- h. Your order expires after 1 month. In case the money has not been collected (in the case of cash transfers) or the order requires a correction, we reserve the right to cancel your order without prior notice to you and to refund to you the amount that was to be transferred. The refund will not include the Fees paid for the Service, which we will retain.

13. Promotions

1. All promotions, bonuses or special offers run by SFSL are subject to promotion specific terms and conditions and any complimentary bonus credited to your account must be used in adherence with such terms and conditions.
2. In certain cases, we may conclude promotions, bonuses or special offers before the end of the advertised period or may prolong the period of a promotion, bonus or special offer usually due to abuse, limited up-take of the offer or error.
3. SFSL reserves the right to disqualify certain countries from promotional offers.
4. In the event that SFSL reasonably suspects that a user of our service has abused, is abusing or is attempting to abuse a bonus or other promotion, or is likely to benefit through abuse or lack of good faith from a policy adopted by the SFSL, then SFSL may, at its sole discretion, deny, withhold or withdraw from any user any bonus or promotion, or rescind any policy with respect to that user, either temporarily or permanently, or terminate that user's access to that user's account.

14. Complaints

- a. We value your feedback as it helps us improve our service. We have established internal procedures for complaints. You can make a complaint in writing to us regarding any aspect of the Service by mail or e-mail to the following addresses:
 - i. 22 New Road, London, United Kingdom, E1 2AX,
 - ii. sfsl@southeastbank.com.bd
 - iii. We will investigate your complaint and come back to you with final response by the end of 15 business days after the day in which we received a complaint.
- b. If you are still dissatisfied with the manner in which we have dealt with your complaint or the outcome of it, you have a right to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Tel No 0800 0234 567, Email: complaint.info@financial-ombudsman.org.uk
- c. For more information a Complaints Handling Policy may be provided to you upon your request.

15. Money transfer and the payment services regulations

The Payment Services Regulations 2017 (S.I. 2017/752) (hereinafter called "the Regulations") govern the transfer of money to recipients within the European Economic Area (being all members states of the European Union, together with Norway, Iceland and Liechtenstein), where the transfer of funds is carried out in Euros, Sterling or the currency of another EEA state which has not adopted the Euro as its currency. The Regulations regulate payment services, which have an electronic component and place payment services providers into certain categories as well as require certain payment institutions to be authorised by the FCA and to follow conduct of business rules. Please contact us at sfsl@southeastbank.com.bd for more information.

16. Written communications

Applicable laws and regulations require that some of the information we send to you or communications between you and us should be in writing. You agree to receive such written communications electronically. You also agree that electronic means of communication shall be effective for the purpose of the Contract between you and us. The foregoing does not affect your statutory rights.

17. Notices and communications

All notices given to us must be in the English Language and sent to Southeast Financial Services (UK) Ltd., 22 New Road, London, United Kingdom, E1 2AX. We may give notices to you in connection with any aspect of the Service or any order either through the e-mail address or the postal address that you provided to us or in any other way permitted pursuant these Terms and Conditions. Notices to you will be deemed received and properly served immediately after an e-mail is sent to you at the address you provided, or where a notice is sent to your postal address, one day after the date of posting in the case of domestic notices and 6 days in the case of international mail.

18. Transfer of rights and obligations

- a) We shall be entitled, without your consent, to transfer our rights and obligations under these Terms and Conditions and under any Contract to any of our affiliates or to any entity or person that acquires our business. Any such transfer of rights and obligation will have effect upon notice being given to you (including notices given through the Website or the Application).
- b) We are entitled to perform our obligations to you through subcontractors, agents and other third parties.
- c) You may only transfer your rights and obligations under the Contract if we have agreed for this in writing.

19. Waiver

- a) If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any clause of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract or by law, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- b) A waiver by us of any default will not constitute a waiver of any subsequent default.
- c) No waiver by us of any term in these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with these Terms and Conditions.

20. Severability

If any court or competent authority holds that any of the provisions of these Terms and Conditions or any provisions of the Contract are invalid, unlawful or unenforceable to any extent, that shall not affect the other terms of these Terms and Conditions or the Contract which will continue in full force and effect to the fullest extent permitted by law.

21. Entire agreement

- a) These Terms and Conditions and any document expressly referred to in them constitute the whole agreement between us and you and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us and you relating to the subject matter hereof.
- b) You acknowledge that, in entering into the Contract and accepting these Terms and Conditions, you do not rely on, or will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not expressly set out in these Terms and Conditions or the documents referred to in them.
- c) Nothing in this clause limits or excludes any liability for fraud.

22. Our right to vary these terms and conditions

- a) We reserve the right to revise, amend or replace these Terms and Conditions from time to time.
- b) Our Terms and Conditions in force at the time that you order Services from us will have effect between you and us for the purpose of that order. We may notify you of a change to the Terms and Conditions after you place an order but before we send you the Confirmation, in which case, unless you notify us within a reasonable period of time and in any event within seven days that you wish to cancel the order, the revised Terms and Conditions will apply.

23. Third party rights

A person who is not a party to this Agreement shall have no rights to enforce the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

24. Law and jurisdiction

Contracts for the purchase of our services using the Website or the Application and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales. The foregoing shall be without prejudice to your statutory rights.

25. Intellectual property

- a) The Website and the Application, the content, the name Southeast Financial Services and SmartRemit and other names, logos, signs, domain names, email addresses and other indications of origin displayed on the Website or the Application relating to our products and/or services and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, design right, trade marks,) ("IPRs") are owned by us, our affiliates or third party licensors. Other names and logos of third party product, service and companies displayed on the Website may be the trademarks of third parties. You shall not acquire any right, title or interest in any such IPRs by reason of the Services or the Contract and all right, title and interest in and to the Website and the Application shall remain our property and/or the property of such other third parties.
- b) You may use the Website and the Application only for the purpose of the bona fide use of our Services as an individual consumer or business customer and only as permitted by these Terms and Conditions or described on the Website. You are authorized solely to view and to retain a copy of the pages of the Website for your own personal use. The Website and the Application and the Services may not be used for the purpose of testing the Service or to obtain information about the Service or about us. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit the Website, the Application or any portion thereof for any public or commercial use without our express written permission. You may not: (a) use any robot, spider, scraper or other automated device to access the Website or the Application or to use the Service; and/or (b) remove or alter any copyright, trade mark or other proprietary notice or legend displayed on the Website (or printed pages of the Website)

26. Liability and governing law

These terms and conditions are in accordance with the laws of England and Wales, and SFSL reserves the right to change these terms and conditions and to terminate the referral scheme at any point in time.