

Terms & Conditions

Kaah Express UK Terms and Conditions Online

THE KAAHPAY ONLINE SERVICE IS OFFERED BY KAAH EXPRESS UK ORGANIZATION NUMBER **05483627** LOCATED AT 45 WESTERN ROAD SOUTHALL UB2 5HE GREATER LONDON. KAAH EXPRESS UK IS UNDER THE LAWS OF UK AND THE FINANCIAL CONDUCT AUTHORITY(FCA).

IF YOU ARE 18 OR OVER AND RESIDENT IN THE EUROPEAN UNION OR EES COUNTRIES, YOUR AGREEMENT WITH US WILL BE MADE ON THESE TERMS AND CONDITIONS.

THESE TERMS AND CONDITIONS APPLY TO AND GOVERN YOUR ACCESS TO AND USE OF THE KAAHPAY ONLINE WEB SITE AND THE SERVICES AVAILABLE ON THE KAAHPAY ONLINE WEB SITE.

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU ACCEPT THEM. THEY CONTAIN LIMITATIONS ON THE SCOPE OF OUR OBLIGATIONS TO YOU, AS WELL AS LIMITATIONS ON AND EXEMPTIONS FROM OUR LIABILITY TO YOU IN THE EVENT THAT YOU SUFFER LOSS AS A RESULT OF USING OUR SERVICES.

As used in our Terms and Conditions, the terms:

- (a) "Bank Card" refers to a Visa, MasterCard, credit card or debit card issued by or through a bank in the European Union member state in which the Service is offered;
- (b) "Card Issuer" refers to the issuer and owner of a Bank Card;
- (c) "Bank service", "Bank" and/or "Bank account" refers to Bank transfers and Mobile transfers through or connected to a bank in the European Union and ESS Countries in which the service is offered;
- (d) "Prohibited Purpose" refers to any unlawful purpose; to making or receiving payments for gambling services, gambling chips or gambling credits; or to sending a payment to yourself as the Receiver in order to evidence financial soundness (RISK OF FRAUD); or sending or receiving money on behalf of someone else;
- (e) "Recipient" refers to the person identified as the beneficiary of a money transfer (whether that money transfer is initiated by a Sender using the Kaahpay Online Service or by a person using another Kaahpay money transmission service);
- (f) "Sender" refers to the person who initiates the carrying out of a money transfer by using the Kaahpay Online Service;
- (g) "Transaction" refers to each money transfer that you initiate under, and each other use that you make of, the Kaahpay Online Service;
- (h) "Kaah Express", "we", "our" or "us" refers to Kaahpay; and, in the provisions listed in (clause 1.1) and in references to "our negligence or fraud", includes any branch, affiliate or agent of Kaah Express UK when performing a task which would otherwise have to be performed by Kaah Express UK in connection with its provision of the Kaahpay Online Service;
- (i) "Kaahpay Online Service" refers to any or all of the services which are made available by us by means of the Kaahpay Online Site;
- (j) "Kaahpay Online Site" or "Site" refers to the web site operated by us to provide online money transmission services and related information facilities; and
- (k) "you" or "your" refers to any person who uses the Kaahpay Online Site or the Kaahpay Online Service as a Sender.

We may change our Terms and Conditions from time to time. We will notify you of any change to our Terms and Conditions by posting a clear and readily accessible notice of change on the Kaahpay Online Site. Our Terms and Conditions were last changed in May 2018. No change which we may make will affect the terms on which you used the Kaahpay Online Site, or on which we provided the Kaahpay Online Service to you, before we posted the notice of change on the Site. No change which we may make will affect your ability to terminate/cancel your agreement with us under clause 4.1 below.

1. OUR RESPONSIBILITY TO YOU.

1.1 Our agreement with you is that we will take reasonable care to provide the Kaah Express t/a Kaahpay Online Service. As such, we agree to provide you with the money transmission services and the related information facilities described from time to time on the Kaahpay Online Site.

1.2 We will generally rely without further enquiry on messages that are transmitted through the Kaahpay Online Site and actually received by us, unless we have actual notice that any such message is incorrect, unauthorised or forged.

1.3 We do not accept any responsibility to you for:

- (a) the goods or services which you pay for by using the Kaahpay Online Service;
- (b) 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;
- (c) 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;
- (d) the services provided to you by your card issuer or Bank;
- (e) viruses caused by third parties;
- (f) errors on the Site or with the Kaahpay Online Service caused by incomplete or incorrect information provided to us by you or a third party;
- (g) any unauthorised use or interception of any message or information before it reaches the Site; or
- (h) any unauthorised use of or access to data relating to you or your Transactions which is held by us (unless such use or access is caused by our negligence, fraud or failure to comply with laws relating to the protection of your data).

1.4 **We have no obligation to you to initiate or perform a money transfer or other Transaction as part of the Kaahpay**

Online Service if:

- (a) we are unable to obtain satisfactory evidence of your identity;
- (b) we have reason to believe that the Transaction message is incorrect, unauthorized or forged;
- (c) you provide us with incorrect or incomplete information or if your Transaction message is not given to us sufficiently in advance to allow for timely provision of the requested Transaction; or
- (d) your Card Issuer or Bank Service does not authorise your use of your Bank Card or Bank Service for payment of the Transaction and our related charges,

and we do not accept any liability for damages resulting from non-payment or delay in payment of a money transfer to a Recipient or failure to perform a Transaction under the Kaahpay Online Service by reason of any of these matters.

- 1.5 We may refuse to provide the Kaahpay Online Service (in whole or in part) to you if to do so may breach any Kaahpay policy (including policies intended to prevent fraud, money laundering or terrorist financing) and/or any applicable law, order of a court or requirement of any regulatory or governmental authority, body or agency having jurisdiction over us, or if we otherwise consider such action necessary to protect our interests. However, if we refuse to provide the Kaahpay Online Service (in whole or in part) for any of these reasons, we will wherever practicable notify you that we have done so and, unless we are prevented from doing so for some legal reason, we will explain why we have done so.
- 1.6 We may suspend the operation of the Kaahpay Online Site or the Kaahpay Online Service in whole or in part if, in our absolute discretion, we consider it appropriate to do so by reason of any circumstances beyond our control. We undertake that if the services provided by the Kaahpay Online Site or the Kaahpay Online Service are interrupted (whether by us, any third-party service provider or otherwise) for any reason we will take reasonable care to minimise the duration of any interruption. Provided we comply with this undertaking, we shall not be liable to you for any loss or liability which may be suffered or incurred by you as a result of any such interruption, even if caused by our negligence, except where any such interruption is caused by our fraud.
- 1.7 We will generally communicate with you through the Internet and by e-mail. This does not affect your right to communicate with us by any other means described in clauses 4.3 below in the circumstances contemplated by those provisions.

2. YOUR RESPONSIBILITY TO US.

- 2.1 You agree to pay our charges for each money transfer or other Transaction which you initiate or request under the Kaahpay Online Service. Information explaining our charges can be viewed by using the "Price It" feature, which provides the estimated cost of sending an online money transfer (inclusive of tax).
- 2.2 You must pay for the principal amount of a money transfer and our charges by using a Bank Card. Each time you use the Kaahpay Online Service, you agree that we are authorised to charge your Card Issuer for the principal amount of any money transfer and our charges relating to the relevant Transaction before we perform the money transfer or other Transaction. The amount that we will charge to your Card Issuer will be notified to you prior your final authorisation of the Transaction.
- 2.3 You acknowledge and agree that:
 - (a) when you register with us, you will provide us with true, accurate, current and complete information;
 - (b) you will maintain and promptly update such information to keep it true, accurate, current and complete;
 - (c) you will not use the Kaahpay Online Service for or in connection with any prohibited purpose;
 - (d) you will not initiate a money transfer or other Transaction under the Kaahpay Online Service in breach of these Terms and Conditions or any other restriction or requirement of use described on the Kaahpay Online Site; and
 - (e) you are responsible for the security of your password and e-mail account log-in
 - (f) You acknowledge and agree that information about you, and the services we provide to you, may be provided by us from time to time to regulatory or governmental authorities, bodies or agencies where:
 - (a) we are required by law to do so; or
 - (b) if we determine that such disclosure may help to combat fraud, money laundering offences, finance of terrorism or other criminal activity.
- 2.4 You agree that you will generally communicate with us through the Internet and by e-mail. This does not affect your right to communicate with us by any other means described in clauses 4.3 below in the circumstances contemplated by those provisions.

3. FOREIGN EXCHANGE

- 3.1 All currency converted under the Kaahpay Online Service is converted at our rate of exchange. Currency is converted at the time you initiate a Transaction. The Recipient will receive the foreign currency amount notified to you at the time the transfer is initiated, except as provided in section 3.3 below.
- 3.2 We use an exchange rate which is comparable to rates used by other retail currency exchange facilities which offer exchange of comparable amounts of currency to the general public. Our exchange rate may be less favorable than some publicly reported commercial exchange rates used in Transactions between banks and other financial institutions. Any difference between the currency exchange rate offered to you and the currency exchange rate received by us will be kept by us, in addition to our charges. Additional information about exchange rates for specific destination countries can be obtained by using the "Price It" feature or by calling the freephone number set out in clause 4.3 below.
- 3.3 Money transfers will normally be paid in the currency of the destination country. In some countries, payment is available in U.S. dollars or other alternate currency. You acknowledge that when you initiate a money transfer through the Kaahpay Online Service, you will be required to select the currency in which you wish payment to be made to the Recipient. Some Kaah agent locations offer Recipients the choice of receiving the funds in a currency that is different from the one selected by you. In such cases, we may make additional money transfers when your funds are converted into the currency selected by the Recipient.

4. CANCELLATION AND REFUNDS.

- 4.1 Under laws relating to online contracts, you have a right to cancel your agreement with us at any time after you indicate your acceptance of our Terms and Conditions. This right of cancellation continues until the expiry of 14 days beginning on the day after your acceptance of our Terms and Conditions.
- 4.2 Refund: You are entitled for a refund provided that the transaction is unpaid or receiver has not collected the funds and the same will be processed within 5 working days upon the request. However, some refunds will take much longer depending on your banking service provider.
- 4.3 You may ask for a refund or cancel your agreement with us by:
 - (a) telephoning us on **(44)2085742023** (available daily from 10:00 a.m. to 18:00 p.m.)
 - (b) Writing(mail) to us at: **admin@kaahpay.co** or
 - (c) by post
Kaah Express UK, 45 WESTERN ROAD SOUTHALL UB2 5HE GREATER LONDON