

Terms and conditions

These general terms and conditions (the "Terms") govern the use of Transfer Galaxy's website, mobile applications, products and services. Read these Terms carefully and contact us if you have any questions.

Transfer Galaxy AB, Reg. No. 556978-4464, with registered office at Osmundgatan 12, 703 83 Örebro, Sweden and incorporated under the laws of Sweden ("Transfer Galaxy", "we" or "our") is a digital-first money transfer service that enables customers to send money to their loved ones from a laptop, tablet or smartphone.

These Terms apply to Users of the Service (both as defined below). By signing up for the Service, accepting these Terms and providing customer due diligence information in accordance with section 4 below, the User and Transfer Galaxy conclude an agreement that entitles the User to use the Service in accordance with these Terms. The agreement shall be considered a framework agreement in accordance with Swedish Payment Services Act (2010:751).

1. General

Transfer Galaxy has a licence from Finansinspektionen (the Swedish Financial Supervisory Authority, the "SFSA") to provide payment services as a payment institution within the European Economic Area (EEA), and during a transition period we can provide payment services in the UK under the Temporary Permissions Regime. We are supervised by the SFSA and are covered by the regulatory framework laid down in the Swedish Payment Services Act and Directive (EU) 2015/2366 on payment services (PSD2).

Transfer Galaxy provides a digital-first money transfer service on our website and mobile applications (the "Service") that allows natural persons ("User" or "you") to make money remittances (as defined in the Swedish Payment Services Act, hereinafter a "Transfer") from our sending countries to our receiving countries (as shown within the Service from time to time). Payment for a Transfer may be made by a debit- or credit card issued in any of our sending countries, as a direct bank payment or through other digital alternatives. Information on accepted debit- and credit cards and direct bank payment- and other digital payment alternatives (when applicable) can be found within the Service. Depending on the recipient's location, a Transfer can either be made to a mobile wallet, bank account or to other available digital alternative or made available for cash pick up. The time for a Transfer depends on recipient country and distribution channel, further information is available within the Service.

Transfer Galaxy does not provide payment accounts (Sw. *betalkonton*), as defined in the Swedish Payment Services Act.

Users can at any time access and download these Terms and information regarding the Service via our website.

2. Notices & language

The original version of these Terms is written in the English language. Versions in other languages of these Terms and other policies are provided for convenience only. In the event of any inconsistency or discrepancy, the English language version shall prevail.



Any of the Arabic, Dari, English, German, Somali, Swedish, Thai and Turkish languages may be used for communication between a User and Transfer Galaxy.

Written communications from Transfer Galaxy to you will be sent by email or SMS to the email address or phone number (as applicable) you have provided within the Service and will be deemed to have been received by you on the same day. Alternatively, when appropriate, written communications may appear in your account within the Service.

Written notices from you to Transfer Galaxy shall be addressed to Transfer Galaxy as set out above in the preamble or sent by email to support@transfergalaxy.com.

Transfer Galaxy may record or otherwise document phone and other oral communication between a User and Transfer Galaxy.

3. Prerequisites for the use of the Service

Users must be at least 18 years old to create an account with us and to use the Service.

The Service is only offered to Users who are established in any of our sending countries (as shown within the Service from time to time).

You undertake to act on your own behalf when using the Service and to only use accepted means of payment connected to an account in your own name.

You furthermore undertake to only make a Transfer to someone you know and to ensure that the recipient receives the Transfer on his/her own behalf. The Service may not be used for Transfers to legal entities, such as companies or organisations, or to buy goods and/or services from someone you do not know.

You may not use any anonymizer tool.

Users may only open one account unless we have agreed otherwise in writing. Transfer Galaxy may refuse the creation of duplicate accounts for the same User. Where duplicate accounts are detected, Transfer Galaxy may deactivate or merge these duplicate accounts at its sole discretion.

You undertake to notify our customer support team in writing if you are or have been a politically exposed person (PEP) and thus have or have had a high political or state position, or are related to and/or a close associate of a person with such a position. You further undertake to notify us of any changes in respect hereto. [Here](#) you will find an explanation of who is considered a politically exposed person.

By accepting these Terms, you confirm that neither you nor the recipient are subject to any sanctions imposed by the EU, the UN, the UK and/or the US and that the Service will not be used for illegal purposes, such as eg. money laundering, terrorist financing or fraud. Nor will the Service be used to dispose of, acquire, hold or use funds derived from criminal activities.

4. Customer due diligence

We are required by law to carry out customer due diligence checks on you in order to provide the Service to you.

You undertake to identify yourself with either eID or by providing a copy of a valid identity document as instructed within the Service. Where eID may be used, a valid eID is required to login to the Service. Where a copy of an identity document may be

provided, such document will be validated by a reputable third-party provider before you are able to complete the registration of your account. Please note that we at all times require you to prove your identity with a valid identity document and thus that your account will be automatically locked upon the expiration of the identity document that you have provided.

You are responsible for ensuring that the information provided when creating an account is valid, complete and correct. You shall immediately notify us and provide supplementary information if any information provided would expire or otherwise cease to be complete and/or correct. Please note that our customer records may be updated and/or verified from official registers or other third-party sources. You need to notify our customer support team if any information provided from official registers would be incorrect.

To ensure the safety of the funds transferred within the Service, all Users and recipients are regularly screened against applicable PEP and sanction lists. Such screening is performed by a reputable third-party provider through an automated function within the Service. In addition, all Transfers are subject to our transaction monitoring system, which is designed to detect, for instance, odd transfers or behavioural patterns.

You agree to comply with any request from us or any intermediary party for further information and provide such information in a format acceptable to us. In addition, you agree that we may make, directly or through a third party, inquiries and checks we consider necessary to validate or supplement the information you have provided to us. Please note that failure to comply with an information request may lead to a Transfer being halted, revoked or refused or your account becoming restricted.

5. Carrying out a Transfer

For a money transfer order to be executed correctly, you are required to follow the instructions given within the Service at the time of the initiation of a Transfer.

You are responsible for ensuring coverage for the money transfer order and that any information, such as the information on the recipient (including name, address and phone number), the amount and the reason for the Transfer, are filled in correctly. We are not responsible for any errors due to you having entered incorrect information.

Your approval of a Transfer is given within the Service upon your approval of withdrawal of funds as stipulated by the provider of the chosen payment method (regardless of whether this occurs on a business day or not).

A money transfer order shall be considered to have been received by us when you have approved the Transfer, at which time you may no longer withdraw the Transfer. A Transfer shall be considered completed at the time it has been made available to the recipient.

For your convenience, following our receipt of your money transfer order, we will send you a written confirmation. We may also send a notice to the recipient. Transfer Galaxy cannot be held responsible for the non-delivery of such messages.

You undertake to ensure that the recipient will show and/or provide any customer due diligence information as requested by us and/or the pay-out party upon the receipt of the Transfer, such as valid identification documentation, proof of purpose of the Transfer and/or other information as reasonably requested.

6. Fees and exchange rates

Information on applicable fees and exchange rates are available within the Service. The applicable exchange rate is calculated at Transfer Galaxy's discretion based on the market rate and a mark-up, as determined by Transfer Galaxy from time to time. Transfer Galaxy may earn a profit on the mark-up. Before the approval of a Transfer, the exact fee and exchange rate for the specific Transfer will be shown within the Service.

We are not responsible for any taxes, fees and/or other costs not incurred by us and which may apply to a Transfer, including but not limited to possible card fees or charges applied by telephone service providers for text messages or other data- or telecommunication.

If the recipient would choose to receive the Transfer in a currency other than the User's selected receiving currency (when and where available), such change of currency may be subject to an exchange rate mark-up or fee as determined by the pay-out party.

7. Transfer Galaxy's responsibility for the execution of a Transfer

It is our responsibility to correctly execute a valid money transfer order initiated by you. If a valid money transfer order is not executed or executed inadequately, Transfer Galaxy shall upon your request and free of charge track the initiated Transfer and inform you of the result.

However, a money transfer order may be halted, revoked or refused at any time as long as we have the technical ability to do so and if we have reason to believe (as determined in our discretion) that: (i) any information provided would be incorrect and/or incomplete; (ii) the use of the Service is non-secure; (iii) you would be in breach of any provision of these Terms or any other policies or instructions related to the Service; (iv) you would be in breach of any applicable law or regulation; (v) we or any intermediary party would breach applicable law or regulations if the Transfer is executed; and/or (vi) we or any intermediary party would be requested or recommended to do so by any competent court of law, regulating authority, public agency, law enforcement agency or industry association.

We may also halt, revoke and refuse a money transfer order if: (i) you have reached applicable transaction limits; and/or (ii) we or any intermediary party would require further information from you or the recipient.

If we are unable to complete your money transfer order, we will let you know and repay you any amount received by us, provided that we are not prohibited by law from doing so.

Transfer Galaxy does not make any guarantee as to whether the pay-out party has the sufficient funds to pay out the Transfer in the User's selected currency. If the pay-out party would lack sufficient funds in the selected currency and the recipient would choose to receive the funds in a different currency, Transfer Galaxy cannot be held responsible for any exchange rate mark-up or fee charged to the recipient.

8. Availability

The Service is normally available 24 hours a day, but the availability may be limited in connection with any malfunctioning or failure of our or any intermediary parties' systems or when either of us carry our technical maintenance, updates or service to any of our systems. Transfer Galaxy cannot be held liable in case a Transfer cannot be made due to such limitations.

9. User's responsibility

General

You are responsible for (i) complying with these Terms (as applicable from time to time) as well as any applicable law and regulations and specific instructions provided within the Service; and (ii) ensuring that the information provided to us at all times are valid, complete and correct.

Unauthorised access

You are responsible for ensuring that private information, such as login information, passwords and the like, is used and dealt with safely and that it is kept secret and inaccessible to unauthorised persons.

You are required to inform our customer support team by email or phone as soon as possible if there is any reason to believe that an unauthorised person has gained access to or knowledge of login information, passwords and/or equivalent information. If you fail to comply with the security instructions described above, you will be responsible for any damage caused to us and for any debiting arising from the use of the Service by an unauthorised person. Unauthorised debiting must be notified directly to the relevant bank to block the applicable card / bank account and to reclaim the relevant payment.

If we would become aware of any unauthorised access or other security risks in relation to your account, we will contact you by phone or email or notify you within the Service.

Notification of an erroneous Transfer

You undertake to immediately review and examine information about completed Transfers, which is provided to you by email following a completed Transfer and/or made available to you within the Service.

If you would become aware of an unauthorised or mistaken Transfer, you shall without unnecessary delay, and no later than 13 months after the date of the Transfer, notify us of that fact and request a correction by making a claim; otherwise, you may not be entitled to have any errors corrected. You undertake to cooperate with us or any intermediary party and provide any information deemed necessary by us for our investigation into the matter. Upon our request, you shall attach a police report to the claim.

10. Limitation of Transfer Galaxy's liability

General

We are not responsible for any damage due to failures in power supply, telecommunications or Internet connections, or other technical equipment not belonging to us.

We are neither responsible for any indirect damage.

We are only responsible for transmitting Transfers and not for non-delivery of or defects in goods or services purchased from third parties through the use of the Service. Any such complaints and claims by a User shall be made directly to the applicable third party.

Force majeure

We are not responsible for any damage caused by law-enforcement actions, government action, war-related events, pandemics, strikes, lockouts, boycotts and blockades or other unusual or unpredictable circumstance in Sweden or abroad over which we have no influence and whose consequences we could not have prevented. The reservation regarding strikes, lockouts, boycotts and blockades applies even if we ourselves are subject to such conflict measures.

We are neither responsible for any damage caused if we have acted in accordance with Swedish or EU law.

If there is a hindrance to us effecting a Transfer or to taking any other action due to circumstances under this paragraph, the action may be suspended until the hindrance has ended.

11. Term

These Terms and your agreement with us in respect of the Service are valid until further notice.

12. Additions and changes

We may add and/or change these Terms by giving you at least two (2) months' prior written notice. If we do this, you can terminate your agreement with us immediately by providing a written notice to our customer support team during the notice period. If we do not hear from you during the notice period, you will be considered as having accepted the proposed changes, and they will apply to you from the effective date specified on the notice.

We may change our fees and exchange rates with immediate effect and without prior notice to you, provided however that the exact fee and exchange rate for a specific Transfer is shown within the Service and accepted by you before your approval thereof.

In addition, we may with immediate effect and without prior notice make such changes to these Terms that (i) are required by law, regulation or decision by applicable authorities (unless the change is less favourable to you in which case we will send you a written notice or notify you within the Service); and/or (ii) neither reduce your rights nor increase your responsibilities.

We may also change and update our website and mobile applications, as well as the products and services at any given time and without prior notice. Updated information can be obtained within the Service. You are always welcome to contact our customer support team if you have any questions regarding such changes and/or updates.

13. Termination

You may end your agreement with us and close your account at any time by providing a termination notice in writing to our customer support team.

We may end our agreement with you and close your account or any service associated with it by giving you two (2) months' prior written notice.

In addition, we may at any time suspend or restrict your account and/or end our agreement without notice if we have reason to believe (as determined in our discretion) that: (i) intentionally or unintentionally, you are in breach of any provision of these Terms or any other policies or instructions related to the Service and, following our request, do not take immediate correction; (ii) the use of the Service is non-secure; (iii) we are

requested, directed or recommended to do so by any competent court of law, regulatory authority, public agency, law enforcement agency and/or industry association; and/or (iv) the Service is used for fraudulent activity, money laundering, terrorism financing or otherwise in breach of any other applicable law or regulation.

We may also suspend or restrict your account and/or end our agreement without notice if: (i) your provided identity document has expired and you have not provided a new valid copy; (ii) you have not completed a transaction during a period of two years; and/or (iii) through any means of communication you have intimidated, harassed and/or threatened Transfer Galaxy or its employees.

Provided that we are not prohibited by law from doing so, we will as soon as practically possible give you notice of any suspension or restriction of your account and/or the termination of our agreement including the reasons therefore. We will lift the suspension or restriction when the reasons for such suspension or restriction have ceased to exist.

Right of withdrawal

By law, you have a right of withdrawal and may terminate your agreement with us within 14 days from the day our agreement was concluded. Please note that this right of withdrawal is only applicable to our framework agreement and not to any money transfer orders, Transfers or other services agreed, placed or executed before the right of withdrawal was exercised.

You may exercise your right of withdrawal by giving us a notice in writing to our customer support team.

14. Intellectual property

All information and/or intellectual property rights disclosed by us within the Service or otherwise are owned by us, our affiliates or partners. The access to or disclosure by us does not give you any license or other rights whatsoever in respect of any part of such information or intellectual property right unless specifically stated herein.

You agree to only use the Service for your own personal use and only as permitted by these Terms and in accordance with any information provided within the Service. The Service may not be used for the purpose of testing the Service for commercial use or to obtain information about the Service or about us.

You may not modify, reverse engineer, disassemble, or decompile the Service or any software contained therein or duplicate, publish, create derivative works from, or otherwise distribute or exploit the Service or any part thereof without our express written permission.

15. Assignment

We are entitled to transfer to a third party all or part of our rights and obligations under these Terms. We are also entitled to engage sub-suppliers to fulfil any of our obligations. You may not assign any of your rights and obligations under these Terms to a third party.

16. Processing of personal data

We process personal data of our Users as a data controller in order to e.g. fulfil our agreements and provide the Service as well as to comply with our legal obligations.

For detailed information of our processing of personal data, please see our privacy policy available on our website or contact our customer support team.

17. Complaints

In the event of a complaint regarding the Service or if you would be unsatisfied with an answer or solution provided by the customer support team, you may fill out the complaints form available on the website or write to Complaints Officer, Khalid Qassim, Transfer Galaxy AB, Osmundgatan 12, 703 83 Örebro, Sweden, who will conduct an investigation into the matter and provide a written answer within 15 business days after its receipt of the complaint.

You accept that any response to a complaint will be sent with the means of communication specified in section 2 above.

If, despite contacts with the customer support team, the solution would not result in a satisfactory solution, you may bring the complaint to the Swedish National Board for Consumer Disputes (ARN) or a general court.

ARN tries disputes between consumers and business operator impartially and free of charge if the disputed amount exceeds a certain minimum amount, and the notification is made within a specified time. More information and application forms can be found at www.arn.se.

18. Governing law

These Terms and the agreement between the User and Transfer Galaxy shall be governed by Swedish law (unless mandatory law in favour of the User applies).

19 November 2020, Örebro, Sweden

19.

Politically exposed persons (PEP)

According to the requirements in the Swedish act (2017:630) on measures against money laundering and terrorist financing, we are obliged to ask you questions if you are a politically exposed person (so called PEP). A politically exposed person, as well as their family members and close associates, are considered by their position and their influence to hold a position which in itself poses a risk of exploitation for eg. corruption.

Politically exposed person

The term politically exposed person means a person which has or has had (i) an important public function in a state, or ii) a role in the management of an international organisation. The notion of “important public function” refers to functions held by:

- heads of state or government, ministers and deputy and assistant ministers;
- members of parliament;
- members of the boards of political parties;
- judges of the Supreme Court, constitutional courts or other high-level legal bodies whose judgments can only be appealed against in exceptional cases;
- senior officials at audit authorities and members of central banks' governing bodies;
- ambassadors, heads of mission and high-ranking officers in the Armed Forces; and
- people included in the administration, management or supervision of state-owned companies.

Family members

The term family member to a politically exposed person means spouses, registered partners, cohabitants, children and their spouses, registered partners or cohabitants and parents.

Close associates

The term close associate to a politically exposed person means a person who:

- jointly with a politically exposed person owns or otherwise has controlling influence over an entity;
- owns or otherwise has controlling influence over an entity that has been established in favour of a politically exposed person; or
- otherwise has or has had close business relationships or other relationships that may cause the close associate to be linked to an increased risk of money laundering or terrorist financing. It does not have to be a business relationship.