

Terms & Conditions

This agreement is between “You” our client we may refer to you as the “Customer”, as it will be defined below and Lanka Services Limited. Trading as Ezcash (company No. **7657291**)

accompany incorporated under the laws of England and Wales whose registered office is at Office 10 Renewal Trust Business centre 3 Hawsworth Street Nottingham NG3 2EG

(“Ezcash”)

1. Definitions and meanings:

1.1. “Ezcash Website(s)/Application(s)” means any URL/Application, such as www.ezcash.me.uk <https://www.ezcash.me.uk/mcustomer/index.php> respectively owned and operated by Ezcash that we use to provide the Services to you.

1.2. “Business Days” means every official working day of the week (other than and Saturday or Sunday) on which Banks in England are open for business.

1.3. “Ezcash Services” shall mean the online money transfer account opened and managed through the Ezcash website and/or the Ezcash Web portal

1.4. “Terms and Conditions” means this agreement including all subsequent amendments.

1.5. “Fees” means those amounts displayed next to the title “Service Fee” in the customer portal in the process of a transaction. Fees are subject to change based on a wide range of factors including but not limited to: the destination country, any promotional offers and the time of year.

1.6. “Customer Service” means our customer service, which can be reached by email through the email address info@ezcash.me.uk or by calling: +442079936616.

1.7. “Privacy Policy” is the Ezcash policy regulating the processing of personal and company data. This is available on the website and may be amended from time to time.

1.8 “Transaction/Money Transfer” shall refer to the customer’s payment instruction via Ezcash Service.

2. Ezcash overview:

2.1. Ezcash is a Payment Service Provider, its services are operated by Lanka Services Limited registered with the Financial Conduct Authority (FCA) under the Payment Services Regulations 2017, for the provision of payment services.

3. About these Terms and Conditions

3.1. These Terms and Conditions regulate the opening, use and closure of Ezcash Services these interactions include: face to face meetings, online conversations, telephone calls or any other not listed above as well as all the payment services offered by Ezcash.

3.2. Ezcash is also subject to the Payment Services Regulations 2017 (the Regulations) which regulate how payments must be transmitted and provide protection when you send money to an account within the European Economic Area (EEA) and the payment is in Euros, Pound Sterling or another EEA-State currency.

4. Ezcash service overview

4.1. Ezcash services are Money Transfer services and ancillary foreign exchange. Ezcash service is not an account of any type, but solely a method for you to access money transfer services therefore the UK Financial Compensation Scheme does not apply to Ezcash.

4.2. Ezcash services have limits which have been set up in accordance with the type of information and verification process used to onboard you as a client; limits may vary and we may need to ask you for more information and/or documents

5. Ezcash Services opening:

5.1. Ezcash Services can be accessed through the Ezcash's Website or through web Application. The signup process requires the customer to provide necessary details and accept these Terms and Conditions. In case the customer orders additional services from Ezcash, the customer may need to accept additional terms and conditions, related to that particular service.

5.2. All information provided during the signup process or during the Account management must be accurate and correct. It is the customer's responsibility to ensure this.

5.3. For the verification of the customer's identity, the customer is obliged to present at least one piece of evidence from the lists 5.3.1 and consent to having this evidence electronically verified. In the event that this piece of evidence cannot be electronically verified the customer must present an additional piece of evidence from list 5.3.2 (the lists are given below).

5.3.1. A government issued picture ID (e.g. driver's license, passport)

5.3.2. A utility bill, (e.g. electricity, gas or water, but not mobile phone), bank statement, an official letter from the NHS, a NI letter, a HMRC letter, showing proof of address.

6. Ezcash Services maintenance and safety

6.1. The customer must ensure that all information provided on Ezcash Services is accurate and up to date. We may contact the customer by e-mail, phone or text messages (SMS or Online) regarding the account operations. It is the customer's responsibility to respond to our efforts to contact them.

6.2. The customer has access to all transactions they have made via Ezcash customer portal, which can be accessed at <https://www.ezcash.me.uk/mcustomer/index.php> by entering their registered username and their password.

6.3. Along with transactions processed, all fees charged are also shown in the customer portal. The customer should regularly check Ezcash Services transaction statement and report to our Customer Service should any irregularities arise or for any further clarification the customer may require.

6.4. In case the customer requests a refund for an unauthorised transaction transfer on Ezcash services, the customer must notify Ezcash as soon as they become aware of the situation and no later than two months from the date of the transaction.

Or incorrectly executed

6.5.

The customer has the responsibility of taking any reasonable steps in order to keep their Ezcash login details safe and under no circumstances should they ever disclose them to anyone. We strongly urge customers to change their password regularly (at least every 6 months) in order to reduce the risk of a security breach.

6.6. In case the customer suspects that login details have been lost or stolen, they should immediately contact Ezcash customer service and file a report. Ezcash reserves the right to suspend or limit some functionality of the customer's Ezcash. In case it is suspected that any of Ezcash security features have been compromised or if Ezcash suspects fraudulent use Ezcash reserves the right to limit functionalities or suspend the service. In either case, Ezcash will inform the customer(s) about this restriction or suspension as soon as possible.

7. Ezcash Services closure

7.1. The customer has the right to request closing their Ezcash Services anytime. In order to do so, customers must contact Ezcash Customer Service via email stating their intent to close their Ezcash Services, their member id and their full name, date of birth. Customer's must use the email address they have registered with to send this email. In the event that the customer's email cannot be accessed or their email service has been closed Ezcash may ask for further supporting evidence.

7.2. If the customer's Ezcash Services shows a positive balance at the time of its closure, we will arrange funds to be transferred to an external account. This external account's account holder name must match the customer's Ezcash Services account holder's name.

7.3. Ezcash reserve the right to carry out any necessary: money laundering, terrorism financing, fraud or other illegal activity checks before authorizing any withdrawal of Customer's funds, including in relation to returning any funds to the customer after they have closed the Ezcash Services.

8. Receiving funds to Ezcash Services

8.1. Customers can transfer funds either via paying by card or via bank transfer from their own card/bank account only. Ezcash will only accept funds received from the Customer, thus excluding third party payments. In order for Ezcash to facilitate the transfer, the customer must state the reference code as the reference of the transfer.

8.2. Transaction limits are subject to change based on factors such as the destination country, payment method and payout method etc.

8.3. Receiving funds are subject to fees. Customer's should check via Ezcash Services to see the current fees.

8.4. Ezcash reserve the right to carry out any necessary: money laundering, terrorism financing, fraud or other illegal activity checks before authorising the transaction and crediting funds to the customer's account.

9. Sending funds from Ezcash Services

9.1. The customer will be asked to provide details of the recipient in order to initiate the transfer of funds. The customer must take great care to properly type the exact details of who it wishes to send money to. All information the customer provides may be disregarded if the details are inaccurate and Ezcash shall not be liable for any error the customer makes when entering the recipient's details.

9.2. Sending funds from Ezcash Services is subject to fees and limits. Customer's should check via Ezcash Services to see the current fees.

9.3. Ezcash reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising the transaction and transferring funds from the customer's account.

10. Ezcash restricted transactions

10.1. The customer can only transfer money to the countries listed on the Ezcash Website. Ezcash reserves the right to request the customer for additional information and supporting documentation related to a transfer request. In addition, Ezcash may suspend and cancel a transaction in case we reasonably believe to do so for the prevention of financial crime.

10.2. Ezcash reserves the right to suspend or terminate the customer's Ezcash Services at any time if we reasonably believe to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime.

10.3. Customer's Ezcash Services cannot be used for any illegal purposes. It is strictly forbidden to send or receive payments as consideration for the sale or supply of: tobacco products; prescription drugs; drugs and drug paraphernalia; weapons (including without limitation: knives, guns, firearms or ammunition); satellite and cable TV descramblers; pornography, adult material, material which incites violence, hatred, racism or which is considered obscene; government IDs and licences including replicas and novelty items and any counterfeit products; unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses); unregistered charity services items which encourage or facilitate illegal activities; prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services; third party processing or payment aggregation products or services; multi-level marketing, pyramid selling or ponzi schemes, matrix programmes or other "get rich quick" schemes or high yield investment programmes; odds or services that infringe the intellectual property rights of a third party; uncoded/ miscoded gaming Timeshares or property reservation payments (On and Off Plan) We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to these Terms and Conditions or an acceptable use policy published on the Website. Ezcash is fully committed to report any suspicious activity to the relevant law enforcement agency.

10.4. If a customer attempts or conducts any transaction in violation of the prohibited transactions mentioned in these Terms and Condition, we reserve the right to: suspend and/or close the customer's Ezcash Services, reverse any relevant transactions and/or report the transaction to the relevant law enforcement agency.

10.5. Recipients of the customer's transfers must be in compliance with any applicable laws and regulation. It is the customer's responsibility to ensure the appropriate level of controls and ensure the compliance of the transaction. In case of doubt, the payment request should not be processed.

11. Ezcash fees

11.1. Transactional fees are subject to change customers should check the Ezcash Website for the most up-to-date fees.

11.2. If a transaction fee applies, it will be added to the customer's total transaction amount.

12. Ezcash regulating Customer data

12.1. Ezcash Privacy Policy regulates the way how Ezcash collects, uses and protects and information that you give us. By accepting these Terms and Conditions you also agree to our Privacy Policy

12.2. You explicitly consent to Ezcash accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect our respective rights and obligations under data protection legislation. You may withdraw this consent by closing your Ezcash Services. If you withdraw consent in this way, we will cease using your data for this purpose, but may continue to process your data for other purposes where we have other lawful grounds to do so, such as where we are legally required to keep records of transactions.

12.3. The processing of your data is vernal by our Privacy Policy which can be found on our Website. By accepting this Individual Account Agreement, you also agree to the terms of our Privacy Policy. We encourage customers to print and keep a copy of the Privacy Policy together with this Agreement.

13. Ezcash liability

13.1. If you formally notify us of an unauthorised transaction via email and after this notification any further unauthorised transactions occur, we shall remain liable and refund the amount immediately to you. Customer's should use the email address they have registered with to send us stating their full name and date of birth and member id. In the event a customer cannot access this email address we may ask for supporting evidence.

13.2. In case our service or our intermediary services are disrupted, we shall not be liable if the disruption is related to unforeseeable circumstances beyond our reasonable control.

13.3. Ezcash asks you to constantly check your Ezcash Services transactions and contact our Customer Service in case of doubts or concerns.

13.4. Ezcash will assist you in case of any incorrect payment and we will take any reasonable measures to assist you with tracing and recovering such payments.

13.5. Ezcash shall not be responsible for any losses connected to our compliance with legal and regulatory requirements and we shall not be liable for any indirect or consequential losses as loss of profit, loss of business and loss of reputation.

13.6. Ezcash is to be considered obliged under these Terms and Conditions only in relation to providing money transfer services and ancillary foreign exchange services.

13.7. You will be liable to compensate and reimburse us in case we incur losses or suffer from you breach of these Terms and Conditions.

13.8. We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from the underlying transaction between you and another Ezcash customer.

Indemnification/re-imbusement. You agree to defend, reimburse or compensate us and hold us harmless from any claim, demand, expenses or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of you or your representative ' breach of these Terms of Use, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between you and us.

14. Ezcash Services terminations and suspension

14.1. Ezcash may terminate your Ezcash Services upon giving not less than two months written termination notice. Any of your pending transactions will continue to be governed by these Terms and Conditions until completion. You may terminate your Ezcash Services with us at any time.

14.2. The termination notice will be provided with instructions on how, remaining funds, will be sent to you.

14.3. Ezcash reserves the right to terminate your Ezcash Services with no notice in the following cases:

14.3.1. If any conditions indicated in these Terms and Conditions is breached by you;

14.3.2. If we believe or we have proof that you are in violation of any law or regulation applicable to the use of our services;

14.3.3. If we believe or we have proof that you are involved in any way in a fraudulent activity, money laundering or other criminal activity.

15. Changing these Terms and Conditions

15.1. Ezcash reserves the right to apply changes to these Terms and Conditions. These changes will be notified to you as per procedures indicated in this section.

15.2. Notification of any changes will be made by email to the email address registered with your Ezcash Services or via the updates on our website. We strongly urge customers to check regularly

15.3. All changes will become into effect no later than two months after the date of the change notice.

15.4. You may give us notice in case you object to the proposed changes before the changes come into effect. In this case the changes will not apply to you and your notice will constitute your wish to close your Ezcash Services. Your Account will be closed should you do this.

15.5. You can at anytime request an up-to-date copy of these Terms and Conditions and any other documents by contacting our Customer Service.

16. Ezcash communications to you

16.1. Ezcash usually communicates to you by email. We require you to keep your email address updated in your Ezcash Services and we require you to regularly check your incoming message. You are required to keep copies of all communications we send or make available to you.

16.2. If you are unsure whether a communication sent to you by us is genuine, contact our Customer Service.

16.3. Ezcash communications are in English and we will accept communication from you only in English. We may provide you with documents and communications in

other languages and you may communicate back in this language but these shall not be considered as an obligation for us to proceed with all communications in that language.

16.4. Ezcash, along with emails, reserves the right to contact you by telephone or letter.

16.5. If you wish to contact our Customer Service you may do so using the email address info@ezcash.me.uk

17. Complaints

17.1. If you wish to make a complaint about any aspect of Ezcash Services, you may your complaint in writing to: Office 10 Renewal Trust Business centre 3 Hawsworth Street Nottingham NG3 2EG, or send an email to our Customer Service info@ezcash.me.uk

17.2. We will acknowledge receipt of your complaint within 2 business days by email. The complaint will be recorded on our system and we will investigate your complaint and come back to you with the results of our investigation no later than thirty business days of receipt of your complaint.

17.3. If you are not satisfied with the manner in which Ezcash has dealt with your complaint, then you may refer to the matter to the Financial Ombudsman Service, Exchange Tower, London E14 9SR, Telephone no. 0800 0234 567, email: complaint.info@financial-ombudsman.org.uk

18. Miscellaneous

18.1. These Terms and Conditions assign right to you only, as Ezcash Services holder, no other person shall have any rights under these Terms and Conditions.

18.2. Ezcash Services is operated in the United Kingdom and verved in accordance with the laws of England and Wales. In case of dispute, this shall be exclusively brought in the courts of England and Wales, except where prohibited by EU law.