

# Bureau Buttercrane Ltd - Website Terms of Use.

This website (the "Website") is operated and owned by The Bureau, Currency Wise [Bureau Buttercrane Limited, Unit 20 Buttercrane Shopping Centre, Newry, Co. Down NBT358HJ ("The Bureau")]. Please read the following terms and conditions before using our Website. By accessing and using our Services including this website you acknowledge that you have read, understood and agree to be bound by the terms and conditions. By continued use of our Website you will be bound by revised or further terms and conditions as published on the Website. You should therefore check these terms and conditions every time you use our Website. If registering on behalf of a business you hereby declare that you have the authority to bind that business to these T&Cs.

## Restrictions on use

1.1 This Website may only be used by individuals, companies or other legal persons who have the legal capacity to enter into legally binding contracts under the law applicable in their country of residence. Without limiting the foregoing and by way of example this service is not available to persons under legal age of majority or to persons of unsound mind. If you lack the legal capacity to enter into a contract you may not use this service and The Bureau shall not be responsible for any unauthorised use of our services by such persons.

1.2 The content of the Website and the products and services made available by The Bureau are intended for use by holiday or business travellers or by individuals or corporations seeking to purchase currencies for legitimate use, and should not be used for speculation or investment.

## Changes to the website

2.1 The Bureau may, in its absolute discretion, make such changes to the Website content or the products and services offered by The Bureau through the Website as The Bureau considers appropriate from time to time.

## Terminations of use

3.1 The Bureau may terminate your use of the Website for any breach of these terms or conditions or for any breach of law or regulation or for any reason The Bureau considers appropriate in order to comply with anti-money laundering and other financial regulations. The Bureau reserves the right to decline any part of your order at any time.

## Intellectual Property

4.1 All intellectual property and all materials comprising or contained in the Website including but not limited to all text/articles, logos, software and images, are owned, except as otherwise expressly stated, by The Bureau. The materials contained on or comprising the Website may not be copied or redistributed for commercial or private purposes of any kind without prior written permission from The Bureau. The Bureau grants you a

non-transferable and limited personal licence to access and use the Website. This licence is conditional on your continued compliance with these Terms & Conditions. You agree not to “deep-link” to the Website, resell or permit access to the Website to others and you agree not to copy any materials appearing on the Website for resale or for any other purpose to others without the prior written consent of The Bureau. For the avoidance of doubt, you will be responsible and bound by any unauthorised use of the Website made in breach of this section.

#### Links to other websites

5.1 The Bureau may provide links to other websites that are controlled or operated by third parties. Links to other websites are solely provided for your convenience and are not an endorsement, authorisation, sponsorship or affiliation by The Bureau with respect to such site, its owners or its providers and you shall not hold The Bureau liable for any loss or damage caused by use of or reliance on any content, goods or services available on these linked sites.

#### Accuracy of content

6.1 All content shown on the Website (and all services and products provided by it) are provided and made available without any warranties, conditions or guarantees given by The Bureau. All such warranties, conditions or guarantees which would otherwise be implied by law are excluded to the fullest extent permitted by law. In particular, The Bureau does not warrant the accuracy, suitability, reliability, completeness, performance and/or fitness for purpose of the content of any services or products available through this Website.

6.2 The Bureau shall use its reasonable endeavours to ensure that any dated information contained or reproduced on the Website is obtained from sources believed to be reliable and has been prepared in good faith and with all reasonable care. The Bureau does not accept any responsibility to update or amend any information and makes no warranty concerning the completeness and exactness of such information. The Bureau will not have any liability for the use or interpretation of such information. None of the information constitutes financial or investment advice. Daily data is not readily available for some exchange rates and therefore may be out of date.

#### Communications with The Bureau

7.1 Any communications or materials of any kind that you e-mail, physically mail, telephone or otherwise transmit through the Website, including information, data, questions, comments or suggestions (“your communication”) will be treated as non-proprietary and non-confidential and The Bureau may use your communication in any way it thinks fit, either on the website or elsewhere with no liability or obligation to you.

The Bureau is free to use any idea, concept, know-how or technique contained in your communication for any purposes including but not limited to developing and marketing products. The Bureau may monitor your communications for the security of the website and such monitoring will not entitle you to any cause of action or give you any right to the manner in which communications are monitored. The Bureau will not be liable for any costs, damages, expenses or any other liabilities incurred as a result of The Bureau's monitoring activities.

## Liability

8.1 You agree to use our Website at your own risk.

8.2 The Bureau uses reasonable skill and care in providing its products and services to you. However (to the maximum extent permitted by law) The Bureau is not liable to you for any loss, damage, claim or compensation (including loss of profit or loss of use) incurred by you from your use of, or your inability to use, the Website or the products or services offered however caused notwithstanding any error or omission including negligence.

8.3 For your protection and that of other users you should not share your registration information (password, User Name, security questions and PIN) with any other person or entity for any purpose. You alone are responsible for all acts or omissions that occur within the Website through the use of your registration information.

8.4 You shall be responsible for providing and maintaining the means by which you access the Website which may include but is not limited to a computer and a modem or telephone. You shall be responsible for all access, service and ongoing fees necessary to connect to the Website and you shall assume all risks associated with the use and storage of information on your computer or on any other computer through which you will gain access to Website and our services. You agree that The Bureau will not be liable in any way to you in the event of failure of or damage or destruction to your computer system, data or records or any part thereof or for any delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software. You will not expose the website to any viruses, trojans or other similarly harmful or inappropriate material or device. In the event that any such viruses etc. are deemed to have been transmitted to the website from your account The Bureau reserves the right to terminate your account and you shall be liable for the cost to The Bureau of removing such viruses etc. and The Bureau shall have the right to set-off the cost against any balance held to the credit of your account.

8.5 The Bureau is not liable for any viruses for other technologically harmful material that may affect your computer equipment, computer programs or other material resulting from your use of the Website.

Provisions relating to the formation of a contract between you and The Bureau.

8.6 Please follow the steps on the screen in order to place an order. The Bureau reserves the right to ask for further information before fulfilling the order.

8.7 The Bureau will use various procedures to authenticate each order for the purposes of law and regulations including anti-money laundering regulations. The Bureau reserves the right to decline to continue to process any part of your proposed order at any time.

8.8 The Bureau will send you an email acknowledgement of your proposed order once it has received it but please note that this is an acknowledgement only and does not constitute acceptance of your proposed order by The Bureau.

#### General

9.1 If any provisions of these terms and conditions including these disclaimers and limitations shall be unlawful or unenforceable then such provisions shall fall away and shall not affect the validity and enforceability of the remaining terms. Your statutory rights remain unaffected.

#### Privacy and data protection

10.1 The Bureau processes information about you in accordance with its privacy policy. By using the Website you consent to such processing and you confirm that all data you provide is accurate.

#### Governing Law and changes to these terms and conditions

11.1 All use of the Website and these terms and conditions is governed by the laws of Northern Ireland.

11.2 All disputes arising out of the use of the Website and/or any services or products provided by The Bureau or any dispute relating to these terms and conditions shall be resolved by the Courts of Northern Ireland. For further information on complaints and dispute resolution, please refer to paragraph 9.3 of our General Terms and Conditions, a copy of which can be found on our website.

#### Anti-money laundering procedures

12.1 As a Payment services business The Bureau is regulated by the Financial Conduct Authority. The Financial Conduct Authority and the Regulations requires Payment Institutions, amongst other things, to apply anti-money laundering and counter financing terrorism procedures aimed at detecting and preventing financial crime. Our staff are fully conversant with Anti-Money Laundering guidelines and are aware of their responsibilities in the monitoring and reporting of any actions that raise suspicion or give cause for concern.

12.2 The Bureau may utilise the services of a third party in order to confirm your identity as part of the registration process.

12.3 The Bureau reserves the right to collect identification from you prior to transacting. In general, The Bureau collects identification in the form of a copy of a passport/drivers licence and a utility bill showing your current residential address dated within the last three months. Additional forms of identification may be requested of you by The Bureau.

12.4 You should assume all information provided to The Bureau is available to regulatory authorities in both the country of origin of the funds, and the destination country of the funds.

12.5 You represent and warrant that the monies transferred to your account with The Bureau are not connected in any manner to any unlawful or illegal activity.

12.6 The Bureau reserves the right at all times to refuse to process any transaction which it believes in its sole discretion, is connected in any manner to any unlawful or illegal purpose. We have a legal obligation to report to the authorities any such suspicious transactions.

12.7 The Bureau is obliged by law to monitor any unusual or suspicious transactions of any size taking place where we have reasons to believe the money is derived from suspicious, unlawful or illegal activity. The Bureau reserves the right to review such transactions. In the event that this review causes a delay to a transaction or transfer, The Bureau is not liable for any late fees, unpaid invoices or any other costs associated with the transaction.

12.8 There is a statutory obligation on all our employees and their agents to report suspicious transactions to the authorities. Where any such report is made, The Bureau accepts no liability for any delay in transmission of or confiscation of the funds.

#### Anti-Money Laundering Policy

13.1 The Bureau complies with the Anti-Money Laundering and Counter-Financing of Terrorism (AML/CFT) legislation. These legal requirements mean The Bureau will report any suspicious transactions or fraudulent use of identification documents. To do this we maintain very high standards that require us to:

- Verify all client identification and address details, either by electronic means or the provision of required documentation.
- Monitor and review all account and transaction records.
- Report suspicious transactions to the appropriate authority

- Train all staff in the AML/CFT requirements.
- Retain client data for a minimum 7 years after the relationship ends.
- Comply with the Data Protection Act.

13.2 The Bureau may require its clients to provide additional information or documentation to fulfil our legal obligations and where it deems appropriate refuse any client or transaction that is suspected of being related to financial crime.

#### Additional Terms and Conditions

14.1 Please refer to our “General Terms and Conditions” for further information on how your transaction with The Bureau will be handled. A copy of our General Terms and Conditions can be found on our website.

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