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## 1. Introduction

Welcome to **Khyber Exchange & Travel Ltd**, where transferring money is easy and reliable.

The English language version of the Khyber Fx Terms and Conditions is the applicable version for all languages. Any other language version we provide is solely there to give our users guidance. 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 considered in relation to the English T&C version only.

These terms and conditions are between you (being the person clicking on the “I agree” button) and Khyber Fx (“us” or “we”). The terms in your send money receipt are also part of these terms and condition.

Please understand that use of our Services (as defined below) is conditional on your registration and your acceptance of these terms and conditions.

In these terms and conditions, the below terms shall have the following meaning(s):

- 1.1. “Prohibited Purpose” means any unlawful purpose; the purpose of making or receiving payment for gambling services, gambling chips or gambling credits; the purpose of making or receiving payment for banking or other financial services;
- 1.2. “Recipient” means the person identified as the beneficiary of a money transfer (whether that money transfer is initiated by a Sender using the Service or by a person using another money transmission service);
- 1.3. “Sender” means the person who initiates the carrying out of a money transfer by using the Service;
- 1.4. “Transaction” means (i) each money transfer that You initiate using the Services; and (ii) each other use that You make of the Service;
- 1.5. “Service” means any or all of the services for money transfer which are made available by us;
- 1.6. “Site” means the website [www.khyberfx.co.uk](http://www.khyberfx.co.uk) operated by Khyber Fx to provide online money transmission services and related information facilities;
- 1.7. “MTN” means the unique transaction number which will be issued to You as transfer number and which the recipient will be required to provide to authorise us or our agents to make payment to the recipient.
- 1.8. INFORMATION ABOUT US AND HOW TO GET IN TOUCH WITH US
  - ✓ We operate a website which enables you to obtain all kind of information about us.
  - ✓ We are a company incorporated and licensed under the laws of the United Kingdom, (company number **7329836**) engaged in the business of funds remittance with its Head Office located at: 7 Miller House Rosslyn Crescent Harrow Middlesex HA1 2RZ UNITED KINGDOM

- ✓ We are regulated by the Financial Conduct Authority under the Payment Services Regulations 2009, registration number **542076** for the provision of payment services.
- ✓ You can contact us by:
  - Telephone: 44 2037597452;
  - Post using this address: 7 Miller House Rosslyn Crescent Harrow Middlesex HA1 2RZ UNITED KINGDOM
  - Email using this email address: khyber.exch@gmail.com
  - Website: <http://www.khyberfx.co.uk/>

## **2. YOUR STATUS AND YOUR ACCESS RIGHTS**

- 2.1. By using our services and placing a money transfer order using our system, you warrant that you are legally capable of entering into binding contracts.
- 2.2. We may, without notice (except as required by law) and without liability to you, immediately terminate or suspend your access to our Services at any time, including without limitation, if:
- 2.3. you attempt to transfer or charge funds from an account that does not belong to you or from an account which does not have sufficient available funds or has expired, or if you are paying by credit card, there is an insufficient available line of credit;
- 2.4. you attempt to tamper, hack, modify or otherwise corrupt the security or functionality of our system;
- 2.5. we receive conflicting claims regarding ownership of, or the right to withdraw funds from a debit or credit card account;
- 2.6. you have breached a term or condition of these terms and conditions, or any representation or warranty that you make under these terms and conditions are false;
- 2.7. we determine that your profile is inactive.
- 2.8. We may without liability to you, terminate or suspend your access to our services at any time and for any reason by giving you 30 days prior notice.

## **3. INFORMATION WE PROVIDE TO YOU BEFORE WE PROCESS A TRANSACTION FOR YOU**

- 3.1. The payout amount the beneficiary will receive as well as the maximum total fee that the Sender will be charged by us.
- 3.2. An indication of the exchange rate that we will apply to your transaction.
- 3.3. Information on where the person should collect the money from and what they have to do if the money transfer is provided in cash.
- 3.4. An indication of the time it will take for the funds to be made available to the person to whom you are sending the money.
- 3.5. Information relating to the ways in which you can contact us, should need be.

## 4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 4.1. After placing a money transfer order over the counter you will get a receipt and after order using the online bank transfer facility, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy one of our services. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that we are processing your service request (the “**Confirmation**”). The contract between us (the “**Contract**”) will only be formed when we send you the Confirmation.
- 4.2. The Contract will relate only to those services we have confirmed in the Confirmation. We will not be obliged to provide you with any other services which may have been part of your order until the processing of those other services have been confirmed in a separate Confirmation.
- 4.3. We will not perform any Services for You (and any Contract between us shall be deemed void) if:
  - 4.3.1. we are unable to obtain satisfactory evidence of your identity;
  - 4.3.2. we have reason to believe that your communication with us (by any means) is incorrect, incomplete, unauthorised or forged;
  - 4.3.3. you provide us with false, incorrect or incomplete information or if your send order is not given to us sufficiently in advance to allow us to process the Transaction in accordance with your request (example: you request a same day transfer to a country but your order is received by us after 5pm GMT);
  - 4.3.4. you are unable to comply with any regulatory or governmental authority requirements (by sending or receiving country) notified to us;
  - 4.3.5. by doing so we may break any law, regulation, code or other duty that applies to us;
  - 4.3.6. by doing so we may expose us to action from any government or regulator.

We shall not be liable for any damages, costs or losses incurred as a result of the non-payment or delay in payment of a money transfer to a Recipient caused by us not performing a Service for You for the reasons listed above. .

## 5. YOUR RESPONSIBILITIES AND OBLIGATIONS

- 5.1. You agree to pay our fees (charges and commission as applicable) for each Service we provide to you.
- 5.2. To use our Services, you must register with us. We can only complete your registration if You provide us with all the details we require from you, including (without limitation) details relating to your identity and proof of address and any other information we may require from you.
- 5.3. You will promptly supply us with all information and documentation (we may ask you for documents related to the receiving country law and regulations or rules set by the payer in the receiving country) which we may ask you for at any time to enable us to: (i) provide the Services to you; and (ii) comply with any legal requirements on us relating to our Services, including (without limitation) as required by the Money Laundering Regulations 2007.
- 5.4. You must communicate with us and provide us with instructions in the English language.

- 5.5. You shall:
- 5.5.1. when you register with us or submit a send order, provide us with true, accurate, current and complete information;
  - 5.5.2. maintain and promptly update all information you provide to us to keep it true, accurate, current and complete;
  - 5.5.3. not use the Service for or in connection with any Prohibited Purpose;
  - 5.5.4. comply with these terms and conditions and any other restriction or requirement of use notified to you from time to time; and
  - 5.5.5. keep your MTN secure. You are solely responsible for keeping your MTN secure. You must not give the MTN, the Recipient's details or any other details about your Transaction to anyone other than your chosen Recipient. You must and are solely responsible for taking all steps necessary to protect the security of your Transaction.
- 5.6. You understand that we are obliged to keep all information in our data base for up to 5 years.
- 5.7. You understand that all currency converted pursuant to the Service is converted using our rate of exchange.
- 5.8. You will be liable to us for all losses which we suffer or incur relating to any fraud or fraudulent activity by you at any time.
- 5.9. You must call us or write to us as soon as you reasonably can if you think a transfer was not made properly or never arrived.
- 5.10. Upon making a send order through the Service we will issue you with a MTN. To authorise payment to a Recipient, the Recipient must provide us or our pay-out agent with the below information. It is your responsibility to inform the Recipient of the information he/she will need to provide to collect the money.
- 5.10.1. photographic identification (such as a passport or identity card);
  - 5.10.2. the exact amount of the principal amount of the send order; and
  - 5.10.3. the MTN relating to the send order.
    - 1.10.3.1.1. We may, without notice (except as required by law) and without liability to you, immediately terminate or suspend your access to our Services at any time, including without limitation, if:
  - 5.10.4. you attempt to transfer or charge funds from an account that does not belong to you or from an account which does not have sufficient available funds or has expired, or if you are paying by credit card, there is an insufficient available line of credit;
  - 5.10.5. your financial institution attempts to charge back a transfer on the basis of a dispute related to a transfer;
  - 5.10.6. you attempt to tamper, hack, modify documents or otherwise corrupt the security or functionality of our website or email ID;
  - 5.10.7. we receive conflicting claims regarding ownership of, or the right to withdraw funds from a debit or credit card account;
  - 5.10.8. you have breached a term or condition of these terms and conditions, or any representation or warranty that you make under these terms and conditions are false;
  - 5.10.9. we determine that your profile is inactive;
    - 1.10.9.1.1. We may without liability to you, terminate or suspend your access to Khyber Fx system at any time and for any reason by giving you 30 days' notice.

## 6. YOUR CANCELLATION RIGHTS

- 6.1. You have the right to cancel orders **before** payment has been made to the Recipient. You may exercise this right by:
  - 6.1.1. telephoning
  - 6.1.2. e-mailing
- 6.2. If you exercise your right to cancel under clause 6.1 above, **after** You have sent us the money for your transfer and we have sent it to one of our partners in the receiving country:
  - 6.2.1. we will only reimburse you any money paid by you and intended for a Recipient if we or our partners have not already paid the money to the Recipient in accordance with your instructions to do so prior to the cancellation request; and
  - 6.2.2. we will not reimburse you the charges and or commissions applied by us and paid by you to effect the money transfer. Reimbursement cannot exceed 10% of the total value of the payment including commission
  - 6.2.3. we cannot at any point guarantee that the cancellation request will result in the actual cancellation of the order, given that the cancellation procedures with our partners differ in length and complexity, as well as often require communication across time zones.
- 6.3. In addition to the above cancellation rights, if you have correctly followed our processes and complied with all our policies and we do not transfer the money to the Recipient within 45 days of receiving your instructions to do so, you may (using the methods set out in clause 6.1 above) ask for a refund of the money paid by you and intended for the Recipient.
- 6.4. If the Recipient does not collect the money transferred by the Sender within 13 months from the date of transfer, then all rights of cancellation or refund of the money transferred or charges or commission paid are deemed waived by You.
- 6.5. You will not have any right to cancel if in accordance with your instructions we have effected the money transfer and the Recipient has collected the money, even if they have done so after the cancellation request was placed.
- 6.6. In case your order is cancelled we hold the right to keep the fee.
- 6.7. Your order expires after 1 month. In case your order has not been picked up or requires a correction, we hold the right to cancel your order without prior notice to you. In this case money might be refunded to you right after cancellation, not including our fee.

## 7. WHEN YOUR MONEY TRANSFER WILL BE COMPLETED

- 7.1. Transfers to certain destinations may be subject to delay or to restrictions imposed under the laws of the country to which the money is transferred.

## 8. WHAT DO YOU PAY AND HOW DO YOU PAY

- 8.1. The price for the Services consist of (i) FX Spread and (ii) Fee Commission
- 8.2. Our prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you the Confirmation.

- 8.3. If paying by debit card, your debit card will be charged as soon as we accept your request for the transfer.
- 8.4. When paying by debit card and your order is refused by the system, we will not debit the money from your account. However, it is possible that your bank will hold the amount you tried to send, if this happens you will need to contact your bank to resolve the issue.
- 8.5. Refunding a debit card payment: as soon as we do refund the payment your bank will follow their own procedure, at this point your refund is no longer in our hands (the time for the bank to process the refund is usually 3 to 5 working days)

## **9. OUR LIABILITY TO YOU**

- 9.1. Subject to clauses 9.2, 9.3 and 9.4, If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.
- 9.2. We do not in any way exclude or limit our liability for:
  - 9.2.1. death or personal injury caused by our negligence;
  - 9.2.2. fraud or fraudulent misrepresentation;
  - 9.2.3. any breach of the terms implied by sections 4 to 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
  - 9.2.4. any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- 9.3. We will always use reasonable skill and care when providing the Services to You but we cannot accept any responsibility to you for:
  - 9.3.1. the goods or services which you pay for by using the Service. In particular, our Services allows you to send money to a private individual and should not be used to send money to a third party which sells goods and services. We shall not be liable in any way, if you ask us to pay someone who defrauds you or who fails to meet their obligations to you;
  - 9.3.2. 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;
  - 9.3.3. 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;
  - 9.3.4. viruses caused by third parties.
- 9.4. We are not, in any case, liable to you for more than the transfer amount and any fees (charges and commission) paid or payable by you. We will not be liable for any incidental, indirect, special or consequential losses or costs you suffer or, as the Contract is made with you as a consumer, any business losses or costs (such as loss of business profits or opportunities).
- 9.5. If your payment has got an expiry date as per which you must meet, we recommend our customers to allow plenty of time for a service to be completed in all cases. Khyber Fx shall not be liable for any expenses incurred as a result of a failure to make the payment on time.

## 10. MONEY TRANSFER AND THE PAYMENT SERVICES REGULATIONS

The Payment Services Regulations 2009 (SI 2009/209) (“**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 set down some rules applicable where we are requested to send on funds after the completion of a Transaction. We can provide you with further details of these rules should you require them.

## 11. ADDITIONAL INFORMATION RELATING TO A MONEY TRANSFER

The information we are obliged to provide to you is set out at clause 5 of these terms and conditions. If you ask us to provide you with any information or materials which we are not required to provide under the Regulations, we may ask you to pay us a fee to cover our costs of providing them to you. If you do ask us to do this, then we will advise you of any fee that may apply.

## 12. COMPLAINTS

We value all our customers and take our obligations seriously. We have established internal procedures for investigating any complaint that may be made against us in relation to any Services we provide. In accordance with our complaints procedure, any complaint you may make must be made or confirmed to us in writing to 7 Miller House Rosslyn Crescent Harrow Middlesex HA1 2RZ UNITED KINGDOM, or by electronic message [khyber.exch@gmail.com](mailto:khyber.exch@gmail.com). We shall investigate your concerns and respond to you promptly. If you are still dissatisfied following our response to any complaint, you may have a right to refer your complaint concerning the Services to the **Financial Ombudsman Service**, South Quay Plaza, 183 Marsh Wall, London E14 9SR. If you would like further details of our complaints policy relating to our Services please contact [operations@connect-plus.co.uk](mailto:operations@connect-plus.co.uk)

## 13. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When doing business through online bank transactions, you accept that communication with us will be mainly electronic. We will contact you by e-mail. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.



## **14. NOTICES AND COMMUNICATIONS**

- 14.1. All notices given by you to us must be, in the English Language and given to Khyber Fx, 7 Miller House Rosslyn Crescent Harrow Middlesex HA1 2RZ UNITED KINGDOM.
- 14.2. We may give notice to you at either the e-mail or postal address you provide to us when placing an order or in any other way permitted pursuant to these terms and conditions.

## **15. TRANSFER OF RIGHTS AND OBLIGATIONS IF YOU ARE A CONSUMER**

- 15.1. We may transfer our rights and obligations under these terms and conditions to another organisation, but that will not affect your rights or our obligations under this Contract.
- 15.2. You may only transfer your rights and obligations under this Contract if we agree to this in writing.

## **16. EVENTS OUTSIDE OUR CONTROL**

- 16.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- 16.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 16.2.1. strikes, lock-outs or other industrial action;
  - 16.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - 16.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - 16.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - 16.2.5. impossibility of the use of public or private telecommunications networks;
  - 16.2.6. the acts, decrees, legislation, regulations or restrictions of any government;
  - and
  - 16.2.7. pandemic or epidemic.
- 16.3. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **17. WAIVER**

- 17.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any 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, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 17.2. A waiver by us of any default will not constitute a waiver of any subsequent default.
- 17.3. No waiver by us of any of 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.

## **18. SEVERABILITY**

If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of a Contracts are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

## **19. ENTIRE AGREEMENT**

- 19.1. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.
- 19.2. We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.
- 19.3. Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.
- 19.4. Nothing in this clause limits or excludes any liability for fraud.

## **20. CONFIDENTIALITY**

- 20.1. We respect the privacy of the affairs of all our customers and always aim to treat customer information as confidential and to use customer information in confidence.
- 20.2. 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.
- 20.3. We may disclose customer information if we are required to do so by law, by a court, by court order, to meet any statutory, legal or regulatory requirement on us, or by the police or any other law enforcement agency in connection with the prevention

or detection of crime or to help combat fraud or money laundering. We may also report suspicious activity to appropriate law enforcement organisations or other government agencies.

## **21. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- 21.1. We have the right to revise and amend these terms and conditions from time to time.
- 21.2. You will be subject to the policies and terms and conditions in force at the time that you order services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## **22. THIRD PARTY RIGHTS**

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

## **23. LAW AND JURISDICTION**

Contracts for the purchase of services using through online bank transfers or face to face cash/card transactions 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.

Any other language version we provide is solely there to give our users guidance. 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 considered in relation to the English T&C version only. The English language version of the Khyber Fx Terms and Conditions is the applicable version.

We hope you will enjoy using Khyber Fx, Your opinion matters to us. Please do contact us in the manner set out in these terms and conditions should you have any queries or concerns.