

# Legal Stuff

We've assembled all our important legal documents here for your convenience.

## Terms and Conditions

[Read about our Terms and Conditions here](#)

This website (the "Website") is operated and owned by CurrencyFair [CurrencyFair Limited, Colm House, 91 Pembroke Road, Ballsbridge, Dublin 4, Ireland.] ("CurrencyFair"). Please read the following terms and conditions before using this Website. By accessing and using this Website you acknowledge that you have read, understood and agree to be bound by the terms and conditions. By continued use of the 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 the Website. If registering on behalf of a business you hereby declare that you have the authority to bind that business to these T&Cs.

### 1. Accessing the Website

1.1 You should not use the Website from any country where accessing or using the Website or any of the information, products or services on it is prohibited by law. This Website does not constitute any invitation or solicitation by CurrencyFair to any person to use any such information, products or services in countries where to do so is prohibited by law.

### 2. Restrictions on use

2.1 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 the age of 18 or otherwise 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 CurrencyFair shall not be responsible for any unauthorised use of this service by such persons.

2.2 The content of the Website and the products and services made available by CurrencyFair on the Website 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.

### 3. Changes to the website

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

### 4. Terminations of use

4.1 CurrencyFair 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 CurrencyFair considers appropriate in order to comply with anti-money laundering and other financial regulations. CurrencyFair reserves the right to decline any part of your order at any time.

### 5. Intellectual Property

5.1 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, or as the case may be licensed, except as otherwise expressly stated, by CurrencyFair. 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 CurrencyFair. CurrencyFair 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 CurrencyFair. For the avoidance of doubt, you will be responsible and bound by any unauthorised use of the Website made in breach of this section.

### 6. Links to other websites

6.1 CurrencyFair 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 CurrencyFair with respect to such site, its owners or its providers and you shall not hold CurrencyFair liable for any loss or damage caused by use of or reliance on any content, goods or services available on these linked sites.

### 7. Accuracy of content

7.1 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 CurrencyFair. All such warranties, conditions or guarantees which would otherwise be implied by law are excluded to the fullest extent permitted by law. In particular, CurrencyFair 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.

7.2 CurrencyFair 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. CurrencyFair does not accept any responsibility to update, amend, correct, verify or otherwise ensure the completeness and accuracy of such information. CurrencyFair will not have any

update or amend any information and makes no warranty concerning the completeness and exactness of such information. CurrencyFair 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.

## 8. Communications with CurrencyFair

8.1 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 CurrencyFair may use your communication in any way it thinks fit, either on the website or elsewhere with no liability or obligation to you. CurrencyFair 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. CurrencyFair 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. CurrencyFair will not be liable for any costs, damages, expenses or any other liabilities incurred as a result of CurrencyFair's monitoring activities.

## 9. Liability

9.1 You agree to use the Website at your own risk.

9.2 CurrencyFair uses reasonable skill and care in providing its products and services to you. However (to the maximum extent permitted by law) CurrencyFair 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 through or by the Website however caused notwithstanding any error or omission including negligence.

9.3 CurrencyFair shall not be liable to you or any third party for any loss, damage, claim or compensation (including loss of profit or loss of use) incurred by you resulting from the failure of CurrencyFair to execute any transfer in accordance with the instructions from you.

9.4 Time shall not be of the essence for the processing of any transfer. In particular, CurrencyFair accepts no responsibility for any delay in onward payment attributable to the late arrival of your instruction for transfer relative to the cut off times of our bank.

9.5 CurrencyFair shall not be liable for any fees or commissions charged by any intermediary bank or other entity when funds are deposited in your CurrencyFair account or transferred to your personal or beneficiary account.

9.6 CurrencyFair's maximum aggregate liability to you in respect of all foreign currency transactions undertaken by you shall be limited to a refund equivalent to any monies you have paid to CurrencyFair to acquire foreign currency.

9.7 You agree that CurrencyFair will not be responsible in any way to you or any other person in the event of force majeure or for the act of any Government or legal authority.

9.8 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.

9.9 You hereby indemnify and hold blameless CurrencyFair, its directors, officers, employees and agents from and in respect of any loss, damage, liability, cost or expense that it may suffer or incur by reason of you failing to discharge your obligations under or acting in breach of any of these T&Cs or any breach of any applicable law or regulation.

9.10 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 CurrencyFair 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 CurrencyFair reserves the right to terminate your account and you shall be liable for the cost to CurrencyFair of removing such viruses etc. and CurrencyFair shall have the right to set-off the cost against any balance held to the credit of your CurrencyFair account.

9.11 CurrencyFair 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.

9.12 If you have a mobile device with fingerprint authentication enabled, you will have the ability to access the CurrencyFair mobile app using your fingerprint data. If your device does not have fingerprint authentication enabled or available, you can also access the CurrencyFair mobile apps via your mobile PIN or your email address and password combination. You alone are responsible for all acts or omissions that occur within the CurrencyFair mobile apps through the use of your registration information, PIN or biometric data. Please note that CurrencyFair does not retain or store any biometric data.

## 10. Closure or suspension of the marketplace

10.1 The marketplace will be open during the periods published in the FAQs which may be updated from time to time. CurrencyFair reserves the right to open or close the market earlier or later than the published times.

10.2 At the point the marketplace is closed all open orders will be cancelled. Should your order be cancelled as a consequence of the marketplace closing CurrencyFair will return the balance of your funds in the marketplace to your CurrencyFair account and send you an email informing you of such cancellation and transfer.

10.3 CurrencyFair reserves the right to suspend the marketplace at any time and for any length of time. While the marketplace is suspended you will not

be able to place orders but you will be able to cancel open orders. During suspension CurrencyFair will not cancel any open orders.

10.4 CurrencyFair 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 inability to use the Website or the products or services offered through or by the Website during the periods in which the marketplace is closed or suspended.

## 11. Provisions relating to the formation of a contract between you and CurrencyFair.

11.1 Please follow the steps on the screen in order to place or match an order. CurrencyFair reserves the right to ask for further information before placing or matching the order in the market.

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

11.3 You will be able to correct the details of your order any time up until the order enters matched status. After that point you will no longer be able to correct details of your order.

11.4 CurrencyFair 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 CurrencyFair.

11.5 All orders placed are subject to matching by CurrencyFair and CurrencyFair will confirm such matching to you by sending you an email that confirms that the order has been matched. The contract between CurrencyFair and you will only be formed once CurrencyFair sends you the confirmation email that your order has been matched. Until that time there will be no binding arrangement for CurrencyFair to supply you with any foreign currency or other services. You should print and retain a copy of the confirmation email for your records.

11.6 CurrencyFair is entitled to refuse, withdraw or cancel your proposed or matched order at anytime, for any reason.

11.7 Should your proposed or matched order be cancelled before being processed CurrencyFair will seek confirmation from you as to whether you wish the cleared balance of your CurrencyFair accounts transferred as per your specific instructions. In the event a proposed or matched order is cancelled on the instructions of any law enforcement agency or regulatory body CurrencyFair may retain all or any of your money if it is required to do so by law and then deal with it as ordered by a court or other body of competent jurisdiction.

11.8 You are responsible for any additional costs incurred by CurrencyFair in the event you have provided incorrect payment instructions for the purpose of transferring funds from your CurrencyFair account.

## 12. Deposits and Transfers of Funds

12.1 You shall not be entitled to any interest on funds held in your CurrencyFair account.

12.2 CurrencyFair may deduct from any deposits or transfers such amounts as may be required by law or as may be charged by CurrencyFair in respect of transfer or other charges owed to CurrencyFair.

12.3 You agree and represent that all funds deposited by you in respect of any order will be legally and beneficially owned by you in full and will not be subject to any charge or lien or other encumbrance of any kind.

12.4 All funds deposited by you under these Terms may be used by CurrencyFair in the performance of its own obligations to any counterparty of CurrencyFair or otherwise in relation to your order.

## 13. General

13.1 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.

## 14. Privacy and data protection

14.1 CurrencyFair 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.

14.2 Third Party Analytics. "By using CurrencyFair, you agree to the use of third party analytics. One of the third parties we have engaged is Inspectlet, to occasionally analyse some of the activities of some visitors to this website, and Inspectlet's authorized use of cookies and other tracking technologies enable it to have access to some Personal Information of visitors to this website. Such access to and use of Personal Information by Inspectlet is governed by [Inspectlet's Privacy Policy](#).

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

15.1 All use of the Website and these terms and conditions is governed by the laws of the Republic of Ireland.

15.2 All disputes arising out of the use of the Website and/or any services or products provided by CurrencyFair or any dispute relating to these terms and conditions shall be resolved by the Courts of the Republic of Ireland.

## 16. Anti-money laundering procedures

16.1 As a Payment services business CurrencyFair is regulated by the Central Bank of Ireland. The Central Bank 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.

16.2 CurrencyFair may utilise the services of a third party in order to confirm your identity as part of the registration process.

16.3 CurrencyFair reserves the right to collect identification from you prior to the depositing funds and placement or matching of an order. In general, CurrencyFair 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.

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

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

16.6 CurrencyFair reserves the right at all times to refuse to process any proposed or matched order 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 Central Bank any such suspicious transactions.

16.7 CurrencyFair 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. CurrencyFair reserves the right to review such transactions. In the event that this review causes a delay to the deposit, trade or transfer, Currency is not liable for any late fees, unpaid invoices or any other costs associated with the transaction.

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

## 17. Refer a friend programme

17.1 The referral programme offers users a reward for inviting non-users to register and use CurrencyFair. This reward may change from time to time and may also change based on promotions being run in specific regions.

17.2 If you are currently eligible for a reward in exchange for introducing new people to CurrencyFair then you'll need to share either your code or your link (click on 'Like CurrencyFair?' on the top right hand side of the page when you're logged in). If for any reason your code is not entered properly or if the URL becomes truncated, we cannot guarantee the reward will be applied to the accounts.

17.3 Please don't use your code in a commercial context. You can share your code by email, Facebook, Twitter, blogs, etc. where you are the primary content owner and creator. We reserve the right to revoke any rewards if we deem that there has been inappropriate use of the program.

17.4 Rewards are issued when a person you referred via your code or link carries out a trade and transfer using CurrencyFair. The minimum transfer required is €400 or the equivalent in the relevant currency. We reserve the right to revoke any rewards if we deem that there has been inappropriate use of the program.

17.5. We may integrate with third party sites such as Facebook or Gmail to allow you to import your contacts to join CurrencyFair. If you use any of these services or enter email addresses manually, we will send the contacts you choose invitations on your behalf. Please note, information about your contacts is retained for the sole purpose of managing the referral programme. For example, we need check if the address you are trying to invite already has registered with CurrencyFair.

17.6 If you import your contacts from another site we will collect but not store the login credentials for the account you wish to import your contacts from. This information is only used for importing your contacts.

17.7 From time to time, your first name may be used in the promotional content for refer a friend. No other identifiable information will be used.

17.8 If you are eligible for free transfers from the referral programme in your region, you can check the status of free transfers on the my account page in CurrencyFair. If you are eligible for a cash bounty, this will be credited to your CurrencyFair wallet and you will see the status of your referrals on the 'Transaction's Details' page.

17.9 You must verify your identity with CurrencyFair before any cash rewards are paid. CurrencyFair reserves the right to withhold or cancel any referral payments. In some cases it may not be possible for CurrencyFair to provide any details in relation to such cancellations.

17.10 If you join CurrencyFair through a referral link, the referring party will know you are using CurrencyFair because of the trigger at which their reward is paid.

17.11 In the event the reward changes for any reason, the reward credited will be the current reward relevant at the time the referred person conducts the minimum required transfer.

## Security Statement

[Read about our Security Statement here](#)

The security of your funds while they are with us is our primary concern. CurrencyFair is fully regulated as a Payment Services provider and holds all client

funds separately in a highly-rated, global (not Irish) financial institution, so you can rest easy knowing that your funds are always protected. **Regulation** CurrencyFair Limited is regulated (fully authorised) by the Central Bank in Ireland under the European Communities (Payments Services) Regulations 2009. This regulation governs foreign exchange and money remittance. The Central Bank imposes minimum capital requirements and ensures the highest standards for internal policies and procedures, detection of financial crime and the protection of client funds. You can check the register here, and find out more information here. CurrencyFair Australia Pty Ltd (ABN 94 147 506 410) is regulated by the Australian Securities and Investments Commission ("ASIC"), AFSL No. 402709. CurrencyFair Limited (ARBN 154 043 455) has been appointed as a Corporate Authorised Representative No. 419450 by CurrencyFair Australia Pty Ltd.

## Client Funds

CurrencyFair holds all client funds in segregated client accounts held with our global banking provider. These accounts are separate from any CurrencyFair corporate accounts. Client funds are never commingled with those of CurrencyFair and we cannot use them to settle any of our own obligations.

## CurrencyFair Anti-Money Laundering Policy

CurrencyFair complies with the Anti-Money Laundering and Counter-Financing of Terrorism (AML/CFT) legislation. These legal requirements mean CurrencyFair 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 including the Garda Síochána (Irish Police).
- 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.

CurrencyFair 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.

## Product Disclosure

[➤ Read about our Product Disclosure here](#)

Please Contact Us to request a hard copy of the Product Disclosure Statement.  
An electronic version is available [here](#).

## Financial Services Guide

[➤ Read about our Financial Services Guide here](#)

Please Contact Us to request a hard copy of the Financial Services Guide.  
An electronic version is available [here](#).

## Debit Card Terms and Conditions

[➤ Read about our Debit Card T&C's here](#)

CurrencyFair shall only process deposits which originate from debit cards issued by a bank in the Republic of Ireland held in the name of Irish residents. For security reasons, you cannot make more than 3 payments per day with your debit card and this is subject to an overall daily maximum permissible deposit from your debit card of €2,500 per day.

Your debit card must be enrolled in your card issuers 3D secure programme to transact with CurrencyFair. 3D Secure is an added layer of security for online card transaction. A private code known only to you and your bank helps protect you against unauthorized use of your card. In simple terms, chip and pin online. In the event that your debit card is not enrolled in 3D Secure, you will not be able to use your debit card to deposit funds to your CurrencyFair account

You hereby agree, warrant and represent that no chargebacks or other cancellation of deposits will be made relating to your account without our consent. In the event of any of the foregoing occurring, you agree to indemnify us and hold us harmless against any costs, claims, damages and expenses arising in connection therewith and to refund and compensate us for any losses we would otherwise incur arising from such actions including any expenses incurred by us in the process of recovering such amounts.