

## [Request Service Terms for Consumers](#)

Last updated: 17 January 2023

### 1. Why are these terms important

These terms and conditions (“**terms**”) apply to the account you create with us on our mobile application or website (“**Paysend Account**”). We’ll ask you to accept these terms before you create a Paysend Account. You can download these terms from our website or mobile application at any time or contact us to request a copy. These terms also set out other important information that you need to know for the below products and services.

You should read these terms, along with our [Privacy Notice](#), which together, form a legal agreement between:

- you, the holder of the Paysend Account; and
- us, **Paysend Plc**, a company incorporated in Scotland with company number SC376020 whose head office is at 1<sup>st</sup> floor, 20 Garrick Street, London WC2E 9BT.

### 2. Opening a Paysend Account

To use our products and services, you must first register with us by creating a Paysend Account. To create a Paysend Account, we’ll ask for details about you and we’ll ask you to create credentials to securely log into your Paysend Account. We may ask for details about where your funds come from. We may also ask you later for updated information.

You must provide us with correct and accurate information, and you must let us know if this information changes. We ask for this information to meet our legal and regulatory obligations and to verify your identity. We may also conduct further identity checks from time to time. Our [Privacy Notice](#) explains more about how we use your information for these and other purposes.

When we have the information we need, we’ll open your Paysend Account and you may start using our products and services. If you don’t provide the information we ask for, you may not be able to use some or all our products or services.

We may also monitor transactions made using our services for suspicious activity and fraud. If we suspect that you’re using our services in an unlawful manner or in breach of these terms, we may immediately end or suspend your use of our services.

You cannot open a Paysend Account:

- if you’re not yet 18 years of age;
- if you already have a Paysend Account;
- if you previously had a Paysend Account with us, which we had to close;

- to use it to pay for any [Prohibited Activities](#); or
- if onboarding you would mean that we would break the law or any one of our policies.

You must not make a payment through your Paysend Account for anyone else, but yourself. Your Paysend Account will remain open, and these terms will apply, until you or we close your Paysend Account.

### 3. Paysend Request

You can ask another Paysend Account holder to make a payment to your Paysend Card or another card you hold by using our Paysend Request service. You must provide us with the payer's mobile number (including country code), your Paysend Card details or the card details for the account you would like to receive the funds in and the amount you would like to receive. You'll then need to nominate the payer in your Paysend Account. To receive the funds, your nominated payer must follow the steps in their Paysend Account, authorise the payment and accept the exchange rate and fees that apply to the payment. We're not responsible for any losses you might incur for delays by your nominated payer.

### 4. Communicating with you

We'll send you service notifications or other information by email, text or through your Paysend Account.

To receive our notifications and emails:

- you must have the most up-to-date version of our mobile application;
- your contact details in your Paysend Account must be accurate and up-to-date. You can update your details in your Paysend Account at anytime or you can contact us;
- for push notifications, you must give us permission to send you push notifications in your phone settings; or
- for certain payment features, the sender must have entered your details correctly.

This information will always be available to you in English and depending on your preferred language, we may also be able to offer this information to you in your preferred language.

### 5. How to keep your Paysend Account safe

We do everything we can to keep your Paysend Account safe. We ask you to do the same by keeping the security details to your Paysend Account safe.

This means you shouldn't keep your passcode, PIN or security details near any device you use to access your Paysend Account, and you should disguise or protect them if you write them down or store them. Don't share your passcode or security details with anyone other than an open-banking provider who is acting in line with regulatory requirements.

Here are some other steps you should take to keep your Paysend Account safe:

- keep any device that accesses your Paysend Account safe;
- log out of your Paysend Account after using our products and services;
- close down our mobile application when you're not using your Paysend Account;
- keep the factors that you use to log into your Paysend Account (like your sim card or phone number) secure and don't let other people use them; and
- as soon as they're available, download the latest version of our mobile application or any software for the device you are accessing your Paysend Account from.

You must contact us immediately from your Paysend Account (by clicking on your profile icon on the top right of your Paysend Account and clicking Support) or by email at [help@paysend.com](mailto:help@paysend.com) if the security details to your Paysend Account could have been used without your permission. If we suspect fraud, security or other suspicious activities we'll contact you by email.

## 6. When we may suspend your Paysend Account

We may need to suspend or block any of our services to you:

- to comply with our regulatory obligations, or if we believe we'd be in breach if we did not suspend or block our services to you;
- to investigate any unauthorised access or suspicious or unusual activity;
- if we have reasonable security concerns, such as if we believe your authorisation credentials have been misused or compromised;
- if we suspect, or there has been, any fraudulent or criminal activity; or
- if doing so, helps us protect the security and integrity of our operating systems.

We'll let you know beforehand through your Paysend Account, or as soon as possible after, if we suspend or block any of our services. We'll let you know why we've done it (unless telling you would be unlawful or would reduce yours or our security). While your Paysend Account is suspended or blocked, you'll not be able to use our products and services. We'll reinstate your access once the reasons for suspension are resolved (unless it would be unlawful to do so).

## 7. Closing your Paysend Account

You can close your Paysend Account by contacting us any time (see [How to contact us](#) section below). Closing your Paysend Account means your agreement with us will end.

We may also need to close your Paysend Account immediately and without first letting you know:

- if you breach our agreement in any material way;
- to comply with our regulatory obligations;
- if we suspect, or there has been, any fraudulent or criminal activity; or
- if doing so, helps us protect the security and integrity of our operating systems.

If there are pending payments to you and we're lawfully allowed to do so, we'll make those payments. Once done, we'll stop your access and your Paysend Account will be permanently closed.

## 8. When we can change these terms

We can change these terms:

- if we think it'll make the terms easier to understand;
- to reflect any changes in the way our business or products are run (for example, to cater for technological improvements or new partner requirements);
- to reflect legal or regulatory requirements that apply to us;
- to reflect changes in the cost of running our business; or
- because we're updating or introducing a new service or product feature.

We'll let you know the terms for a new feature or a change in the service before you use it or it applies, and those terms will apply immediately.

## 9. How to contact us or make a complaint

The quickest way to contact us is by using the chat feature in your Paysend Account. Simply open your Paysend Account, click on your profile icon on the top right of your Paysend Account and click Support. Then select to chat to us or read our FAQs. You can also start a conversation with us on [help.paysend.com](https://help.paysend.com) or send an email to us at [help@paysend.com](mailto:help@paysend.com).

If you're unhappy with our service, please contact us first so we can try to make things right. We may ask you for more information about you and your Paysend Account to make sure that we're speaking to you.

We'll consider any formal complaint you send. If you wish to make a formal complaint, you can send an email to us at [complaint@paysend.com](mailto:complaint@paysend.com). If you tell us that you'd like to complain, we may submit a formal complaint on your behalf if you ask us to. Please let us know what you're unhappy about, when the issue began and how we can make things right, along with your full name and contact details.

## 10. Other legal bits

We won't be responsible for any loss or damage that is not reasonably foreseeable, or that's caused by your failure to comply with these terms. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you started using our services, both we and you knew it might happen. Nothing in these terms removes or limits our liability for death or personal injury resulting from our negligence or from fraud or fraudulent claims and statements.

The laws of England and Wales will apply to our agreement. You can make a claim against us in the courts of England and Wales if you believe we've not complied with these terms or the law.

If these terms are translated into another language, the translation is for reference only and the English version will apply. If English is not your usual language, you must communicate with us in the English language in relation to any legal matters arising under these terms, including with respect to submitting and resolving any complaints.

All the intellectual property in our products and services (for example, the Paysend Account, the content in our mobile application and our website, our product names, our logo and card designs) are owned by Paysend Group Limited (a company incorporated in Scotland with company number SC562529) and are used by us and other companies which are affiliated with Paysend Group Limited. You must not use our intellectual property as your own, except to enjoy our services. You also must not reverse-engineer any of our services (that is, reproduce them after examining how our services are constructed).

This agreement is between you and us. Only you and we have rights under the agreement. You cannot transfer any of your rights or obligations to anyone. If one part of this agreement is invalid, the other parts of the agreement are still valid. We may transfer any of your and our rights or obligations under the agreement in response to a legal or regulatory requirement or if we reasonably think that this won't have a significant negative effect on your rights under the agreement. A transfer of rights and obligations is known as 'novation'. A transfer of rights only is called an 'assignment'.

These terms do not apply to your relationship with your device provider or any platform that allows you to access our products and services. Your device provider is not responsible for any content nor any support or maintenance services for our products and services. If our products and services do not meet any standards or other promises, your device provider will not be responsible for any claims you have in relation to our products and services (to the maximum extent permitted by law).

As your device provider is a third party beneficiary to these terms, they may be permitted to enforce these terms. We (and not your device provider) are responsible for investigating or dealing with any third party intellectual property claims in relation to our products and services. You also acknowledge that you're not listed on any US government prohibited or restricted party list nor are you located in a country that is subject to a US government embargo or that has been designated by the US government as a "terrorist supporting country".

## Prohibited Activities

1. Adult entertainment;
2. Drug paraphernalia;
3. Drug sales
4. Internet gun sales;
5. Sexual encounter firms;
6. Unlicensed money transmitters;
7. Ammunition sales;
8. Escort services;
9. Firearms;
10. Government grants;
11. Home based charities (other than any specified charities that we allow from time to time);
12. Payday loans;
13. Pornography;
14. Tobacco sales;
15. Shell banks;
16. Affiliate marketing;
17. Contextual advertising.