

Terms & Conditions

Terms and Conditions

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1. General provisions

1. The Terms and Conditions listed below govern the access and use of our website (hereinafter called "the Website") and mobile phone application ("the Application"), at branch ("the branch"), remittance over the phone "Telephone Remittance" that enable you to transfer money ("the Service").
2. The English language version of these Terms and Conditions is the applicable version for all languages. Any other language version we may provide is for guidance purposes only. Any dispute or claim arising out of or in connection with present Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims) will be considered in relation to the English version only.
3. In the present Terms and Conditions the terms "we", "us", "our", "BA EXCHANGE" refer to BA Exchange Company UK Ltd. and "you", "your" refer to any person who accesses and/or uses the Service.
4. It is important that you understand that access and use of the Service is conditional on your acceptance of present Terms and Conditions.

2. Definitions

In the present Terms and Conditions the below terms shall have the following meaning(s):

1. "Application" means an BA EXCHANGE mobile phone application namely "ORM/ Mobile App" operated by BA EXCHANGE to provide online money transfer services and the related information;
2. "Telephone Remittance" or "Over the Phone" means when a customer request to process a transaction over the phone.
3. "Compliance Officer" means one or more members of staff at BA Exchange who is responsible for compliance with Money Transfer Regulations, anti-money laundering legislation and other applicable laws;
4. "Fees" means the charges and fees we charge to you for the Service, as applicable, in accordance with the price list published on the Website and/or the Application, and/or at the Branch or the prices or rates that we communicate to you before we issue a Confirmation, or as provided in these Terms and Conditions;
5. "Force Majeure Event" means any of the circumstances referred to in clause 9;
6. "FX Spread" is where you pay for a transaction in one currency and it is paid out in another currency, we apply an FX spread. The FX spread is the difference between the exchange rate we buy the currency in and the exchange rate we are able to provide to you and we communicated it in the order confirmation and it covers our costs plus a small margin.
7. "Malicious Code" means computer viruses, Trojans, software locks, drop-dead devices, malicious logic or trap door, worms, time bombs, corrupted files or other computer programme routines that are intended to delete, disable, deactivate, damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another;
8. "Money Transfer Regulations" means the applicable laws of the United Kingdom or of the country from which funds are transferred or where funds are intended to be received which relate to electronic money transfer services including, without limitation, the Financial Services and Markets Act 2000, the Payment Services Regulations 2017 and the Electronic Money Regulations 2011;
9. "Prohibited purpose" means any unlawful purpose (whether such illegality arises in the country from which the funds are transferred or where they are intended to be received or in any territory with jurisdiction over the Sender or the Receiver) including, without limitation, the transfer or receipt of payment for illegal activities, the transfer of funds which constitute proceeds of crime or money laundering under the Proceeds of Crime Act 2002 or which are obtained by illegal activity, the transfer of funds for the purpose of funding illegal activity, the transfer of funds for the purpose of avoiding the seizure of such funds by law enforcement authorities or under orders of any court of law, and any transfer of funds without the permission of their owner;
10. "Recipient" and/ or "Beneficiary" means the person who receives the money through the Service,

11. "Reference number" means the unique transaction number, which will be issued to you as and which the recipient will be required to provide to our partners in order to receive the amount transferred,
12. "Sender" and/ or "Remitter" means the person who initiates the carrying out of a money transfer through the Service,
13. "Transaction" means every money transfer that you initiate using the Service and/or every other use that you make of the Service,
14. "Website" means the website www.baexchange.co.uk and www.ORM/ Mobile App.app operated by BA Exchange to provide online money transfer services and the related information.

3. Information about us and how to get in touch with us

- BA Exchange has a physical branch and operates a website (the Website) and a mobile phone application (the Application) that enable you to transfer money using a device connected to the Internet and/or a mobile phone.
- BA Exchange is a company incorporated and licensed under the laws of the United Kingdom, (company number 07314397) engaged in the business of funds remittance with its Registered Office located 125 Whitechapel Road, London E1 1DT.
- BA Exchange is registered with the Financial Conduct Authority as SPI (532088).
- We can be contacted via the following means:
 1. Visiting us or by Post using the address: 125 Whitechapel Road, London E1 1DT, United Kingdom
 2. Email using the email address: a.kamrul@bankasia-bd.com
 3. Website: www.baexchange.co.uk

4. Confidentiality/ Privacy

1. As a regulated institution and with a purpose of providing the Service we are bound by the legal requirements to obtain, verify and record information about our customers. Therefore we may request from you or consult any legal sources to obtain your personal data when offering the Service to you.
2. Your personal information will be treated and processed securely and strictly in accordance with applicable laws and regulations.
3. 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.
4. We may disclose customer information if we are required to do so by law, by court order, by any statutory, legal or regulatory requirement, by the police or any other competent authorities in connection with the prevention or detection of crime or to help combat fraud, money laundering and terrorism financing. We may also report suspicious activity to appropriate competent law enforcement or government authorities.
5. For more details and information regarding the confidentiality, privacy and security please refer to our Privacy Policy that can be found on our website or at the Branch.

5. Eligibility and your access right

1. By using the Service you warrant that you are at least 18 years old and that you have a legal capacity to enter into legally binding contracts.
2. Without prejudice to your rights in relation to any order for Services in relation to which we issued a Confirmation (in accordance with clause 7 below), we reserve the right, at any time, to terminate or suspend your access to the Service without prior notice if:
 - i. You use the Service or attempt to use it for any Prohibited Purpose;
 - ii. You attempt to transfer or charge funds from an account that does not belong to you;
 - iii. We receive conflicting claims regarding ownership of or the right to withdraw funds from a debit or credit card account;

- iv. You have provided us with false evidence of your identity or you keep failing in providing us with true, accurate, current and complete evidence of your identity or details regarding transactions;
- v. You attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of the Website and/or the Application or to infect it with any Malicious Code;
- vi. You are in breach of these Terms and Conditions;
- vii. We have reason to believe that any of the foregoing has occurred or is likely to occur; or
- viii. A Compliance Officer has taken a discretionary decision to do so.

6. Information we provide before the transaction is complete

- a. If funds are sent via a recipient form, before your transaction is complete you will be provided with the following information:
 - i. The amount the beneficiary will receive,
 - ii. The maximum total Fee that you will be charged,
 - iii. An indication of the Exchange rate that we will apply to your transaction,
 - iv. The location and documentation needed from the Recipient in order to collect the money (in case of cash collection),
 - v. An estimation of time it will take for the funds to be made available to the recipient.
- b. If funds are sent via a mobile phone number, before your transaction is complete you will be provided with the following information:
 - i. The amount the beneficiary will receive,
 - ii. The maximum total Fee that you will be charged,
 - iii. An Exchange rate that we will apply to your transaction. This will remain valid for 48 hours from the moment you complete the transaction.

7. How the contract is formed between you and us and how sending funds works in practice

- a. After you place a money transfer order at our Branch or over the phone or via the Website or the Application using a recipient form, an e-mail will be sent to you acknowledging that your order has been processed. Please note that this does not mean that your order is accepted.
- b. 7.2 A transaction order constitutes solely an offer to buy our services, which is subject to our discretionary acceptance. Such acceptance will be communicated to you either (i) verbally over the phone or via e-mail confirming that we are processing your request or (ii) through a confirmation in the mobile app. (hereinafter called "the Confirmation"). The contract between you and us (hereinafter called "the Contract") will only be formed when the Confirmation has been sent.
- c. The Contract relates solely to the services that have been confirmed accepted in the Confirmation.
- d. We reserve the right to refuse to perform any of the Services (including after Confirmation) if:
 - i. We are unable to obtain satisfactory evidence of your identity;
 - ii. You provide us with false, incorrect or incomplete information;
 - iii. We are unable to reach you via contact details provided by you;
 - iv. Your transfer order, information or documentation is not provided sufficiently in advance to allow us to process it in accordance to your request;
 - v. You attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of the Website and/or the Application or to infect it with any Malicious Code;
 - vi. You are in breach of these Terms and Conditions;
 - vii. You or the order you placed are in breach of any applicable laws or regulations or are made for a Prohibited Purpose;
 - viii. Processing the Service in accordance with your order may expose us to liability;

- ix. We are unable to process your transfer due to variations in business hours, currency Exchange or currency availability issues or due to any Force Majeure Event;
 - x. We have reason to believe that any of the foregoing has occurred or is likely to occur; or
 - xi. A Compliance Officer has taken a discretionary decision to do so.
- e. We shall not be liable for any damages, costs or losses incurred by the Sender or the Recipient or any third party if, as a result of any of the circumstances referred to in clause 5.2 or 7.4, we fail to complete the transfer of funds in accordance with an order.

8. Information provided after we process a transaction

After we process your transaction to the Recipient an e-mail will be sent to you with the following information:

- a) A transaction reference number,
- b) A confirmation of the exact amount we are sending to the Recipient on your behalf in both pay in and pay out currencies,
- c) A confirmation of the Fee that has been charged,
- d) An Exchange rate applied to your transaction,
- e) A location and documentation needed from the recipient in order to collect the money (in case of cash collection option),
- f) A confirmation of the bank to which the money has been sent (in case of bank deposit option),
- g) An estimated time when the money will be available to the Recipient.

9. Limitations on our liability

- a. If a money transfer you ordered is delayed or fails, you may have a right to receive a refund or compensation under Money Transfer Regulations. Please contact us at a.kamrul@bankasia-bd.com for more information regarding refunds and compensations.
- b. Claims for refund or compensation must be supported by all available evidence.
- c. If a money transfer in accordance with an order you made and that we Confirmed is delayed or fails and you are not entitled to a refund or compensation under the Money Transfer Regulations, we expressly limit our liability in respect of any such delayed or failed transfer (including for any claimed refund) to the greater of: (a) the amount of any service charge that was paid to us; and (b) €500. The foregoing cap on our liability applies to any single transaction, act, omission or event and to any number of related transactions, acts, and omissions or events.
- d. Except as provided in clause 9.5, we shall not be liable to you or to any third party in relation to the Services, whether for breach of contract, tort (including negligence), misrepresentation, unjust enrichment or any other grounds, for any indirect, incidental, consequential or special damages including any loss of profits or savings or anticipated profits or savings, loss of data, loss of opportunity, loss or reputation, goodwill or business or any economic loss, even if we are advised in advance of the possibility of such loss.
- e. Nothing in this clause shall:
 - i. Exclude or limit liability on our part for death or personal injury resulting from our negligence,
 - ii. Exclude liability for our fraud, our wilful misconduct or gross negligence.
- f. We are not liable for the quality, safety, legality, or delivery of the goods or services that you pay for using the Services.
- g. We shall not be liable for any breach of our obligations under the Contract to you nor for any failure or delay in performance of any obligations under the Contract arising from or attributable to acts, events, omissions or accidents beyond our reasonable control, including, without limitation, where our failure to perform our obligations arise from:
 - i. an act of God, fire, flood, earthquake, windstorm or other natural disaster, explosion or accidental damage, war, threat of or preparation for war, armed conflict, imposition of

sanctions, embargo, export controls, breaking off of diplomatic relations or similar actions, terrorist attack, civil war, civil commotion or riots, pandemic or epidemic, industrial disputes, shortages of raw materials or components, general disruptions to transportation, telecommunication systems, power supply or other utilities;

- ii. the acts, decrees, legislation, regulations or restrictions imposed by any government or state;
 - iii. the actions or omissions of the third parties;
 - iv. 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;
 - v. 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; or
 - vi. any Malicious Code interfering with the Service
 - vii. (each, a "Force Majeure Event").
- h. Our performance under the Contract shall be deemed suspended for the period that the Force Majeure Event continues and the time for performance will be extended for the duration of that period. We will use our reasonable endeavours to find a solution by which our obligations under the Contract may be resumed despite the Force Majeure Event.
- i. If you send money via a mobile phone number, we do not bear any liability for you providing an incorrect phone number.

10. Your responsibilities and obligations

- a. You will not use the Service unless you are at least 18 years old and you have a legal capacity to enter into legally binding contracts.
- b. The Fees for each Service we have provided to you have to be paid.
- c. You shall comply with these Terms and Conditions as well as with any applicable laws, rules and regulations.
- d. In relation to your registration and use of the Service you will:
 - i. provide us with accurate, current, complete and true evidence of your identity and any additional information or evidence we may require to confirm your identity;
 - ii. supply us with all information and documentation we may ask in order to process your transfer and to comply with any legal requirements applicable to us or to our partners (including without limitation, the Money Transfer Regulations and the Money Laundering Regulations 2017);
 - iii. update all information you provide to us to keep it accurate, current, complete and true;
 - iv. not use the Service for or in connection with any Prohibited Purpose or attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of the Website and/or the Application or to infect it with any Malicious Code;
 - v. transfer money only from your own credit, debit card or bank account. You may not submit a transfer on behalf of another person;
 - vi. not open more than one account with us;
 - vii. keep your Reference Number secure, you must not share the Reference Number or any other transaction details with anybody except the Recipient;
 - viii. use the Service to send money only to people that you know personally or to pay for goods and services purchased from suppliers of whom you have sufficient knowledge and whose identity you verified. You acknowledge that we have no control over the suppliers or over the goods and services for which you use our Services to make payments and we have no responsibility for the quality, safety, legality, or the delivery of such goods or services to you.
- e. You understand and accept that:
 - i. We are legally obliged to retain information about our users and the transactions that we process for up to 5 years or as may be required from time to time by applicable law or by any regulatory authorities;

- ii. All currency converted as part of the Service will be converted using our rate of Exchange (as published on the Website and/or the Application or as may be communicated to you before we issue a Confirmation);
- iii. We reserve the right to increase the FX Spread when the markets are closed (weekends, bank holidays) to prevent loss stemming from currencies fluctuating and ensure payouts for our customers (we will still display the rate that we are offering on the homepage and the final rate on the checkout page before confirming the transaction);
- iv. Some countries may impose minimum and maximum thresholds in relation to the amounts that can be sent through our Service;
- v. You will be liable to us for all losses which we suffer or incur in relation to any fraud or fraudulent activity by you;
- vi. You must contact us as soon as possible if you believe or suspect that a transfer of funds was not executed properly or that the amount has not been received or was only partly received;
- vii. It is your responsibility to inform the Recipient of the information he/she will need to provide in order to collect the money you transfer through the Service (such as photographic identification, the exact amount of the send order and the Reference Number).

11. Fees and payment methods

1. The prices for the Service consist of FX Spread and the Fees.
2. Our Fees vary from time to time, but changes in the Fees will not apply to any orders in respect for which we have already sent you the Confirmation.
3. If you send money via a recipient form you can pay for the transaction by debit/credit card and alternative payment methods where available.
4. If you pay by debit card it will be charged as soon as we accept your request for the transfer.
5. We are not liable for any additional fees that the banks (either on the sending or receiving side) may charge you.
6. When you pay by debit card and your order is refused by your bank or by the card issuer, your bank account will not be debited. However, it is possible that your bank or the card issuer might hold the amount you tried to send. If this happens you will need to contact your bank or card issuer to resolve the issue.
7. Discounts on our Fees may be available through promotions that we or our partners may offer from time to time. Promotions are subject to terms and conditions and will be honoured in accordance with their published terms.

12. Cancellations and refunds

- a. You have a right to cancel an order before payment has been made to the Recipient. If you have send money via a recipient form, you may exercise this right by:
 - i. Emailing us at a.kamrul@bankasia-bd.com
- b. If you exercise your right to cancel the order after you have already paid us the funds to be transferred:
 - i. we will refund money paid by you and intended for a Recipient only under the condition that it has not already been paid out to the Recipient in accordance with your original instructions prior to the cancellation request; and
 - ii. we reserve the right to retain the Fees charged for the Service (and we may charge you with those Fees if they have not yet been paid); and
- c. if by the time you notify us of the cancellation of the transfer we have already sent the money to one of our partners in the country of destination, we may not be able to successfully cancel the order, given that the cancellation procedures with our partners differ in length and complexity, as well as often require communication across time zones.

- d. Refunds can take up to 7 working days to be processed and this depends as well on the customer's bank processes, which are beyond our control.
- e. We reserve the right not to refund amounts smaller than £3 or €3 and charge a refund fee of £3 or €3 (according to the currency with which you pay us) if the refund has been requested by the customer with no fault of our own.
- f. If we do not transfer the money to the Recipient in accordance with an order within 45 days after your instructions have been received, provided that you correctly followed our procedures and complied with all our policies, you may ask for a refund of the money transferred to us and intended for the Recipient.
- g. If the Recipient does not collect the money within 13 months after the date it became available for collection, all rights of cancellation of the order or refund of the money transferred or the Fees shall be deemed to be waived by you.
- h. Your order expires after 1 month. In case the money has not been collected (in the case of cash transfers) or the order requires a correction, we reserve the right to cancel your order without prior notice to you and to refund to you the amount that was to be transferred. The refund will not include the Fees paid for the Service, which we will retain.

13. Promotions

1. All promotions, bonuses or special offers run by BA EXCHANGE are subject to promotion specific terms and conditions and any complimentary bonus credited to your account must be used in adherence with such terms and conditions.
2. In certain cases, we may conclude promotions, bonuses or special offers before the end of the advertised period or may prolong the period of a promotion, bonus or special offer usually due to abuse, limited up-take of the offer or error.
3. BA EXCHANGE reserves the right to disqualify certain countries from promotional offers.
4. In the event that BA EXCHANGE reasonably suspects that a user of our service has abused, is abusing or is attempting to abuse a bonus or other promotion, or is likely to benefit through abuse or lack of good faith from a policy adopted by the BA EXCHANGE, then BA EXCHANGE may, at its sole discretion, deny, withhold or withdraw from any user any bonus or promotion, or rescind any policy with respect to that user, either temporarily or permanently, or terminate that user's access to that user's account.

14. Complaints

- a. We value your feedback as it helps us improve our service. We have established internal procedures for complaints. You can make a complaint in writing to us regarding any aspect of the Service by mail or e-mail to the following addresses:
 - i. 125 Whitechapel Road, London E1 1DT,
 - ii. a.kamrul@bankasia-bd.com
 - iii. We will investigate your complaint and come back to you with final response by the end of 15 business days after the day in which we received a complaint.
- b. If you are still dissatisfied with the manner in which we have dealt with your complaint or the outcome of it, you have a right to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Tel No 0800 0234 567, Email: complaint.info@financial-ombudsman.org.uk
- c. For more information a Complaints Handling Policy may be provided to you upon your request.

15. Money transfer and the payment services regulations

The Payment Services Regulations 2017 (S.I. 2017/752) (hereinafter called "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 regulate

payment services, which have an electronic component and place payment services providers into certain categories as well as require certain payment institutions to be authorised by the FCA and to follow conduct of business rules. Please contact us at a.kamrul@bankasia-bd.com for more information.

The receiving Bank in Bangladesh will submit a Cash Transaction Report (CTR) to the Bangladesh Financial Intelligence Unit for any inward foreign remittance transaction more than BDT 10,00,000.00.

16. Written communications

Applicable laws and regulations require that some of the information we send to you or communications between you and us should be in writing. You agree to receive such written communications electronically. You also agree that electronic means of communication shall be effective for the purpose of the Contract between you and us. The foregoing does not affect your statutory rights.

17. Notices and communications

All notices given to us must be in the English Language and sent to BA Exchange Company UK Ltd., 125 Whitechapel Road, London E1 1DT. We may give notices to you in connection with any aspect of the Service or any order either through the e-mail address or the postal address that you provided to us or in any other way permitted pursuant these Terms and Conditions. Notices to you will be deemed received and properly served immediately after an e-mail is sent to you at the address you provided, or where a notice is sent to your postal address, one day after the date of posting in the case of domestic notices and 6 days in the case of international mail.

18. Transfer of rights and obligations

- a) We shall be entitled, without your consent, to transfer our rights and obligations under these Terms and Conditions and under any Contract to any of our affiliates or to any entity or person that acquires our business. Any such transfer of rights and obligation will have effect upon notice being given to you (including notices given through the Website or the Application).
- b) We are entitled to perform our obligations to you through subcontractors, agents and other third parties.
- c) You may only transfer your rights and obligations under the Contract if we have agreed for this in writing.

19. Waiver

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

20. Severability

If any court or competent authority holds that any of the provisions of these Terms and Conditions or any provisions of the Contract are invalid, unlawful or unenforceable to any extent, that shall not affect the other terms of these Terms and Conditions or the Contract which will continue in full force and effect to the fullest extent permitted by law.

21. Entire agreement

- a) These Terms and Conditions and any document expressly referred to in them constitute the whole agreement between us and you and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us and you relating to the subject matter hereof.
- b) You acknowledge that, in entering into the Contract and accepting these Terms and Conditions, you do not rely on, or will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not expressly set out in these Terms and Conditions or the documents referred to in them.
- c) Nothing in this clause limits or excludes any liability for fraud.

22. Our right to vary these terms and conditions

- a) We reserve the right to revise, amend or replace these Terms and Conditions from time to time.
- b) Our Terms and Conditions in force at the time that you order Services from us will have effect between you and us for the purpose of that order. We may notify you of a change to the Terms and Conditions after you place an order but before we send you the Confirmation, in which case, unless you notify us within a reasonable period of time and in any event within seven days that you wish to cancel the order, the revised Terms and Conditions will apply.

23. Third party rights

A person who is not a party to this Agreement shall have no rights to enforce the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

24. Law and jurisdiction

Contracts for the purchase of our services using the Website or the Application 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. The foregoing shall be without prejudice to your statutory rights.

25. Intellectual property

- a) The Website and the Application, the content, the name BA Exchange and ORM/ Mobile App and other names, logos, signs, domain names, email addresses and other indications of origin displayed on the Website or the Application relating to our products and/or services and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, design right, trade marks,) ("IPRs") are owned by us, our affiliates or third party licensors. Other names and logos of third party product, service and companies displayed on the Website may be the trademarks of third parties. You shall not acquire any right, title or interest in any such IPRs by reason of the Services or the Contract and all right, title and interest in and to the Website and the Application shall remain our property and/or the property of such other third parties.
- b) You may use the Website and the Application only for the purpose of the bona fide use of our Services as an individual consumer or business customer and only as permitted by these Terms and Conditions or described on the Website. You are authorized solely to view and to retain a copy of the pages of the Website for your own personal use. The Website and the Application and the Services may not be used for the purpose of testing the Service or to obtain information about the Service or about us. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit the Website, the Application or any portion thereof for any public or commercial use without our express written permission. You may not: (a) use any robot, spider, scraper or other automated device to access the Website or the Application or to use the

Service; and/or (b) remove or alter any copyright, trade mark or other proprietary notice or legend displayed on the Website (or printed pages of the Website)

26. Liability and governing law

These terms and conditions are in accordance with the laws of England and Wales, and BA EXCHANGE reserves the right to change these terms and conditions and to terminate the referral scheme at any point in time.

Privacy Policy

In this Privacy Policy, terms such as “we”, “us”, “B A Exchange Company UK Ltd” “B A Exchange”, “BA”, and “ORM” refer to B A Exchange Company UK Ltd (Company Number **07314397**) with its registered office located at 125 Whitechapel Road, London, E1 1DT, and where relevant to its subsidiaries, branches and/or representative offices.

The term “Service” refers to money transfers enabled from our physical branch, website or mobile app.

In the language of data protection regulation, B A Exchange Company UK Ltd is the “data controller” of your personal data and you, our customer, are the “data subject”. This means that B A Exchange determines the purposes and means of processing your personal data, while respecting rights concerning your privacy.

1. SCOPE OF POLICY

1.1 This policy together with other Terms & Conditions (as applicable) apply to your use of:

- a) our website at www.baexchange.co.uk and <https://remit.bankasia-bd.com/orm> (the "Sites") including, without limitation, the ORM Dashboard available to ORM Dashboard Users pursuant to the Terms and Conditions;
- b) the ORM Mobile App ("App") once you have downloaded a copy of the App onto your mobile telephone or handheld device ("Device"); and
- c) any of the services accessible at the branches or through the App or the Sites (the "Services").

1.2 This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed and used by us.

Controller

We are the data controller responsible for your personal data and we are registered with the Information Commissioner's Office with reference number Z2641964.

Data Protection Officer

We have appointed a data protection officer ("DPO"). Our DPO has a number of important responsibilities including:

- monitoring B A Exchange's compliance with the GDPR and other data protection laws;
- raising awareness of data protection issues, training B A Exchange's staff and conducting internal audits; and
- cooperating with supervisory authorities such as the ICO on our behalf.

If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact us on 02030054845, 02030054846.

Complaints

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

So that we're clear and there's no misunderstanding about how we handle your personal data, we will:

- Always keep your data safe and private.
- Never sell your data.
- Allow you to manage and review your marketing choices at any time.

2. COOKIES

Cookies are small text files which are stored on your device when you access our website or mobile app. They allow us to recognise you and store data about your past activity and your preferences so that we can personalise and improve the Service for you.

Cookies and other similar technologies may collect data such as language preference, country and previously viewed pages.

We use the following cookies:

Necessary cookies: these cookies enable the basic use of our Service

e.g. enabling content reserved for registered users

Personalisation cookies: these cookies allow our Service to be personalised for you

Analytical cookies: these cookies allow us to see how people use our Service so that we can understand how to improve it

e.g. seeing how many people are logged in at a given time of day

By using our Service, you agree to place the cookies described above on your device. You have the right to withdraw your consent at any time. If you would like to delete our cookies, you can do so by changing the settings of your browser.

Blocking or deleting cookies may mean that some features of the Service may not be available to you.

3. INFORMATION WE COLLECT ABOUT YOU

As a regulated financial institution, we are bound by the legal requirement to collect, verify and record certain data about you or recipients of your transactions. All types of data we gather may be used to prevent or detect crime.

We may collect and use the following data:

a) Information you give us "Provided Information": This is information you give us about you by filling in forms on the App and/or the Site or by requesting our officer at premises, or by corresponding with us (for example, by e-mail or via the chat functions on the App and/or the Site) or over the phone. It includes information you provide when you register to use the services we provide, you may provide this information through App, download or register the App, subscribe to our service, enter into any transaction on the App or the Site or at our physical branch, participate in discussion boards or other social media functions on the App or the Site, enter a competition, promotion or survey and when you report a problem with an App, the Service, or the Site. If you contact us, we will keep a record of that correspondence. The information you give us may include your name, address, date of birth, e-mail address, phone number, the Device's phone number, username, password and other registration information, financial, details of your bank account including the bank account number, bank sort code, IBAN, details of your debit and credit cards that may include the long number, relevant expiry dates and CVC, identification document numbers, copies of identification documents (for example, passport, driving licence and utility bill) personal description and photograph and any other information you provide us in order to prove your eligibility to use our services.

Basic personal data, such as (but not limited to):

- Date of birth
- Address
- Phone number
- E-mail address

This data is necessary for B A Exchange to provide the Service to you. We will request this data when you sign up, before the Service is provided.

Data for 'Know Your Customer' (KYC) regulations, such as (but not limited to):

- Proof of your identity, like a passport, driving licence, national ID card or residence permit
- Proof of your address, like a utility bill or bank statement
- Additional details on the source of funds being provided, like a payslip, credit card statement, tax rebate receipt or bank loan agreement, bank statement etc.

This data will sometimes be needed to conduct Know Your Customer (KYC), Customer Due Diligence (CDD) and security checks, as required by local and international regulations. This helps us keep your money safe, and we will only request these details when necessary.

Data about your recipient, such as (but not limited to):

- Name
- Date of birth
- Occupation
- Phone number
- Proof of their identity, such as a passport, driving licence, national ID card or residence permit

This data will sometimes be needed to conduct Know Your Customer (KYC), Customer Due Diligence (CDD) and security checks, as required by local and international regulations. This helps us keep your money safe, and we will only request these details when necessary. All data about your recipients will be treated in line with this Privacy Policy.

Data from other third party sources, such as (but not limited to):

- Facebook, Twitter or Google profile images and names
- Banks and payment service providers used to transfer money to us
- Advertising networks
- Search engines providers (such as Yahoo.com or Google)
- Credit reference agencies

B A Exchange collects this data only when you provide the relevant permission to social media sites.

Technical data, such as (but not limited to):

- Page views
- App downloads
- Operating system
- Browser type

This data is used to help us to understand how you use our Service, so that we can improve it.

b) Information we collect about you and your device. Each time you visit the App or our Site we will automatically collect the following information:

(i) technical information, including the internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, device information and the type of mobile device you use, a unique device identifier (for example, your Device's IMEI number, the MAC address of the Device's wireless network interface, or the mobile phone number used by the Device), mobile network information, your mobile operating system, the type of mobile browser you use, time zone setting "Device Information";

(ii) information about your visit, including the full uniform resource locators (URL), clickstream to, through and from our site (including date and time), services you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, device information;

(iii) transaction information including date, time, amount, currencies used, exchange rate, beneficiary details;

(iv) information stored on your Device, including if you allow our app access contact information from your address book, login information, photos, videos or other digital content, check ins (Content Information). The App will periodically recollect this information in order to stay up-to-date;

(v) details of your use of our App or your visits to our Site including transaction details relating to your use of our services, including who you have sent money, the time, date and location of the place the transaction was entered into.

c) Location Information. We use GPS technology and your IP address to determine your location.

d) Information to help us deliver our service to you. We work closely with third parties in order to help us deliver our Service to you. These third parties are business partners (such as those we partner with to offer additional services like payment gateway or acquirer), sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies, fraud prevention agencies, customer service providers and developers. Information we may collect about you from such parties can include credit search information, information which helps us to verify your identity or information relating to your payment transactions. Please see the 'Disclosure of your Information' section for more information.

e) If you allow us to, we may collect friends lists from Facebook and similar information from other third parties such as Twitter and Google – the App will periodically re-collect this information in order to stay up-to-date.

4. USES MADE OF THE INFORMATION

We use information held about you in the following ways:

(a) Provided Information: We will use this information:

- o to carry out our obligations arising from any transactions you enter into with us, for example Money Transfer and to provide you with the information, products and services that you request from us;

- o to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;

- o to provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you. Please see the section on 'Third Party Services' below for more information;

- o to verify your identity to protect against fraud, comply with financial crime laws and to confirm your eligibility to use our products and services;

- o to notify you about changes to our service;

- o to ensure that content from our site is presented in the most effective manner for you and for your computer.

(b) Device Information: We will use this information:

- o to administer our Site and the App for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;

- o to improve our Site and the App to ensure that content is presented in the most effective manner for you and for your computer;

- o to allow you to participate in interactive features of our service, when you choose to do so;

- o as part of our efforts to keep our Site and the App safe and secure;

- o to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;

- o to verify your identity, protect against fraud, comply with anti-financial crime laws and to confirm your eligibility to use our products and services; and

o to comply with our regulatory obligations.

c) Location Information: We will use this information:

o to protect against fraud; and

d) Third Party Information: We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information:

o to process applications for products and services available through us including making decisions about whether to agree to approve transactions; and

o for the purposes set out above (depending on the types of information we receive).

4.3. Why do we collect your data?

We collect your data to personalise and improve our Service for you. The specific purposes for which we collect your data include:

Transactional purposes

We need to collect data in order to process your transactions. Without data such as you and your beneficiaries bank account details or full name and address, we would be unable to transfer money for you.

Regulatory purposes

As regulated financial institutions, both B A Exchange and our partners are required to conduct Know Your Customer (KYC) and Customer Due Diligence (CDD) checks to comply with our legal and regulatory requirements.

These include our requirements under Anti Money Laundering (AML) and Counter Terrorist Financing (CTF) legislation. All of this helps us keep our Service safe and secure.

Marketing purposes

We may process your personal data to provide you with certain types of marketing communication that we believe will be relevant and of interest to you. This helps us provide you with a more personalised Service. This kind of activity is permitted by our 'legitimate interest' (for more information on legitimate interest, please see Section 4.4 of this Policy). We will always endeavour to make these communications relevant and unobtrusive, and you are able to object to marketing communication from us at any time.

Analytical purposes We may collect and analyse data such as website or app visit logs in order to improve the quality of our Service.

You do not have to disclose any of the above data to us. However, if you choose to withhold certain data, we may not be able to provide you with our Service.

4.4 What do we mean when we say:

Legitimate Interest: this means the interest of ours as a business in conducting and managing B A Exchange to enable us to provide to you the Services and offer the most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).

Fulfilling a Contract: this means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Our Legal Obligation: this means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

5. MARKETING

5.1 We want to make it crystal clear how we use your data for marketing purposes and how you can 'opt-out' from receiving any marketing communications from us whenever you want.

PROMOTIONAL OFFERS FROM US

5.3 We may use your personal data (such as your Provided Information, Location Information or transaction information) to form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which products, services and offers may be relevant for you.

5.4 You will receive marketing communications from us if you have signed up to and/or utilise the B A Exchange Services and, in each case, you have not opted out of receiving marketing notifications.

OPTING OUT

5.6 You can ask us to stop sending you marketing messages at any time by adjusting your marketing preferences via mobile app or you can request the same over the phone or by email.

6. DISCLOSURE OF YOUR INFORMATION

- We share your personal data with third parties only when it is necessary for the fulfilment of the Service or to comply with applicable laws.
- We will never sell your personal data to other organisations.
- We work with partners who help us to complete your transactions. If they are based outside the EEA, e.g. Bangladesh, we will share your personal data with them only when they apply essential safeguards, or if it has been established by EU institutions that the relevant country has an appropriate data protection regime in place, or when we otherwise ensure that the appropriate level of protection is applied for data processing.
- The following are some purposes for which we may share your data with third parties:
 - To fulfil the contract between you and B A Exchange

We may share your data with third parties, such as our partners and intermediaries, when they are necessary for the fulfilment of the Service.

- When required by law

We may share your data when required by law, for example for the purposes of security, taxation and criminal investigations.

- For marketing and communication

We may share your data with third parties such as providers of customer service tools, marketing campaign tools, email communication tools, analytics software (for marketing purposes) and data visualisation tools (for analytical purposes).

- If we sell or buy any business or assets, we may be obliged to share your personal data with the prospective seller or buyer.

THIRD PARTY SERVICES PARTNERS

6.4 From time-to-time, we may partner with certain third parties in order to offer you co-branded services or promotional offers. In order to provide these services to you and to allow us and any associated third party to optimise their/our offering to you, we will share some of your personal data with such third parties. We will obtain your express opt-in consent before we share your personal data with any company outside B A Exchange for these purposes.

6.5 You can withdraw your consent at any time.

7. STORAGE SECURITY & INTERNATIONAL TRANSFERS

7.1 The data that we collect from you will be transferred to, and stored at, a destination inside the European Economic Area (EEA). As we provide an international service your data may be processed outside of the EEA in order for us to fulfil our contract with you to provide the B A Exchange Services. We will need to process your personal data in order for us, for example, to action a request made by you to execute an international payment, process your payment details, provide global anti-money laundering and counter terrorist financing solutions and provide ongoing support services. We will take all steps to ensure that your data is treated securely and in accordance with this privacy policy.

7.2 All information you provide to us is stored on our secure servers. Any payment transactions carried out by us or our chosen third-party provider of payment processing services will be encrypted using Secured Sockets Layer technology or a secure virtual private network. Where we have given you (or where you have chosen) a password that enables you to access certain parts of our App and/or our Site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

7.3 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our App or our Site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

7.4 Certain Services include social networking, chat room or forum features. Ensure when using these features that you do not submit any personal data that you do not want to be seen, collected or used by other users.

8. RETAINING YOUR INFORMATION

We are legally required to keep the data obtained for Know Your Customer (KYC), Customer Due Diligence (CDD) and security purposes (including transaction records and our communications with you) for at least five years after the most recent transaction.

9. YOUR LEGAL RIGHTS

You have rights under data protection laws in relation to your personal data. Please see below to find out more about these rights:

You have the right to:

Request access to your personal data (commonly known as a "data subject access request"). This enables you to receive a copy of the personal data we hold about you. If you require this, then please reach out to our support team via the in-App chat function.

Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us. If you require this, then please reach out to our support team.

Request erasure of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing, where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request. As an FCA registered firm, B A Exchange is under certain obligations to retain certain data for a minimum of 5 years. Please note that these retention requirements supersede any right to erasure requests under applicable data protection laws.

Object to processing of your personal data. This is in situations where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights. As an FCA registered firm, B A Exchange is under certain obligations to process and retain certain data for compliance purposes. Please note that these requirements supersede any right to objection requests under applicable data protection laws. If you object to the processing of certain data then we may not be able to provide the services and it is likely we will have to terminate your account.

Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it. Please note that any requests in relation to the restriction of the processing of your data means that we may not be able to perform the contract we have or are trying to enter into with you (including the B A Exchange Services). In this case, we may have to cancel your use of the B A Exchange Services but we will notify you if this is the case at the time.

Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide the services to you. We will advise you if this is the case at the time you withdraw your consent.

NO FEE USUALLY REQUIRED

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

WHAT WE MAY NEED FROM YOU

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

TIME LIMIT TO RESPOND

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

IF YOU FAIL TO PROVIDE PERSONAL DATA

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (including the B A Exchange Services). In this case, we may have to cancel your use of the B A Exchange Services but we will notify you if this is the case at the time.

10. CHANGES TO PRIVACY POLICY

We may change this Privacy Policy from time to time. Any changes will be effective immediately unless stated otherwise. The date of the most recent update is displayed at the top of the page.

Any dispute or claim arising in connection with this Privacy Policy will be considered in relation to the English version only.

11. CONTACT

11.1 All questions relating to data and your privacy are welcomed and should be addressed to our support team. If you have any questions, comments or requests regarding this privacy policy then please contact DPO on Tel: 02030054845, 02030054846 or e-mail us at a.kamrul@bankasia-bd.com

Money Laundering Statement

The prevention of money laundering is a key focus of regulatory authorities in the UK and EU. Money laundering regulations are designed to stop the movement of funds derived from criminal activity and to restrict the availability of money to fund terrorist activities around the world.

In accordance with our regulatory obligations as a remittance service provider, we have put procedures in place to minimise the risk that our service could be used for money laundering purposes including:

- Identification of all clients
- Monitoring and reporting suspicious transactions
- Maintaining records for at least five years
- Training staff to recognise suspicious transactions and to be aware of their reporting obligations
- Reporting suspicious transactions to the appropriate authorities as required by law

In order to further reduce the risk that our service could be used for money laundering purposes, we use sophisticated technique to ensure all transactions are subject to the correct levels of "Know Your Customer "and regulatory checks, including the OFAC blacklist.

We will not accept you as a client until we are satisfied that you are who you say you are. Furthermore, we reserve the right at any stage to refuse to process your transaction if you fail to provide us with satisfactory information or, if information you have provided to us subsequently appears to be misleading, incorrect or false.

We will not ask you to provide any information that is not necessary to satisfy our legal obligations. You should therefore comply with any request for information promptly. Your failure to do so could, in some circumstances, be regarded as suspicious. You should also assume that all information provided to us could be made available to regulatory authorities in both the United Kingdom and the other country associated with your transfer of funds.

WARNING: Money laundering is a criminal offence. You should be aware that, by misusing our service, you could expose yourself to criminal prosecution, as we are bound to automatically report such behaviour to the authorities. Examples of misuse include, but are not limited to:

- Breaking a large transaction into smaller transactions to avoid reporting
- Providing false or misleading contact details
- Providing false identification documents

We do **not** want your business if the funds you are transferring are sourced from, or are related to, criminal activity.