

## **Terms and Conditions for Afrotrade Limited Online & Mobile Money Transfer Services.**

IT IS IMPORTANT FOR YOU TO READ AND UNDERSTAND OUR TERMS AND CONDITIONS BEFORE YOU ACCEPT THEM. THEY CONTAIN LIMITATIONS ON THE SCOPE OF OUR OBLIGATIONS TO YOU, AS WELL AS LIMITATIONS AND EXEMPTIONS FROM OUR LIABILITY TO YOU FOR DAMAGE THAT YOU MAY SUFFER AS THE RESULT OF TRANSFERING MONEY THROUGH AFROTRADE LIMITED ONLINE AND MOBILE PLATFORM. THE RESPECTIVE PROVISIONS ARE HIGHLIGHTED IN BOLD.

Our Terms and Conditions use the following definitions:

- ❖ "**Business Day**" refers to a day that is not a Saturday or Sunday and on which banks are open for general business in Vienna;
- ❖ "**Payment Method**" refers to the options available to the Sender to fund a money transfer through the Afrotrade Limited Online Service, which may vary from country to country and may include bank card, bank account and other payment methods.
- ❖ "**Prohibited Purpose**" refers to any unlawful purpose; including but not limited to, making or receiving payments for gambling services, gambling chips or gambling credits; or to sending a payment to yourself as the Receiver in order to evidence financial soundness (RISK OF FRAUD); or creating more than one profiles; or sending or receiving money on behalf of someone else.
- ❖ "**Receiver**" refers to the person named as the beneficiary of the money transfer (regardless as to whether this transfer was initiated by a Sender via the Afrotrade Limited Online Service or by a person through another Afrotrade Limited Money Transfer service);
- ❖ "**Sender**" refers to the person who initiated a money transfer through the Afrotrade Limited Online Service;
- ❖ "**Transaction**" refers to every money transfer that You initiate through the Afrotrade Limited Online Service;
- ❖ "**Afrotrade Limited**", "We", "Our" or "Us" refers to Afrotrade Limited and Afrotrade International Link Limited and in regard to Clause 9 of the provisions to the agreement and in references made to "Negligence or Fraud on Our behalf" also includes Afrotrade Limited affiliates or agents insofar as these assume operations which otherwise would have to be performed by Afrotrade Limited in order to provide the Afrotrade Limited Online Service;
- ❖ "**Afrotrade Limited Online Service**" refers to money transfer services which We provide through the Afrotrade Limited Website or the Afrotrade Limited Mobile Application;
- ❖ "**Afrotrade Limited Website**" or "Website" refers to the Website which We operate in order to provide money transfer services and to the Afrotrade Limited Mobile Application (MoreNaira); and
- ❖ 1. "**You**", "**Yours**" or "**Your**" refers to every and any person using the Afrotrade Limited Website as a Sender.

## 1. ABOUT US

1.1. The Afrotrade Limited Online & Mobile Service is offered by Afrotrade Limited in cooperation with Afrotrade International Link Limited. Afrotrade Limited is an authorized payment institution and Credit Brokerage firm regulated in the UK by the Financial Conduct Authority(Reg No 625846), and HM Revenue & Custom (HMRC: 12286126). We are Registered in England. Registered No: 06186929. **Registered office:** 46 Parham Drive, Gant Hill, Ilford, Essex IG2 6NB. Afrotrade Intl Link Limited is registered in Nigeria. Registered No: RC696155. Registered office: 5 & 6 Bode-kumapayi Drive, Iworoad Ibadan. Nigeria

1.2. Customers may obtain information about the addresses and our hours of operation and local representatives by calling this telephone number: +44 (0) 208 819 2985 or +44 (0) 7938 996 287. For Nigeria, we can also be contacted at the following number +234 703 702 2271 or by email sent to support@afrotradegroup.com.

## 2. OUR SERVICES.

2.1. Afrotrade Limited Online Service offers money transfer services internationally. You must be at least 18 years old to use the Afrotrade Limited Online Service and You must have Your habitual residence in the United Kingdom. Each registered member is given an individual number that must be used for all transactions, whereas each transaction has its own individual transit number.

2.2. By completing and consenting to the information required to make a money transfer and by accepting these Terms and Conditions, the Sender instructs AFROTRADEGROUP to execute a specific money transfer. Every individual money order constitutes a separate agreement between AFROTRADEGROUP and the Sender which is limited to the execution of a specific money transfer. At no moment in time is a framework agreement concluded between Yourself and Us which obligates Us to execute individual and subsequent money transfers. The Sender shall inform the Receiver of the money transfer accordingly.

2.3. Subject to statutory or regulatory requirements, We undertake to make funds available in the account of the Receiver at the latest at the end of such Business Day following the Business Day on which the funds were received ("**Day of Receipt**"). The moment of receipt is such moment when We receive the funds to be transferred and the fees associated with said transfer. For money transfers instructed in paper form the period extends by a further Business Day.

2.4. For money transferred (i) to a state outside the EEA or (ii) subject to a multiple currency conversion between the Euro and a non-Euro currency of a member state of the European Union or an EEA member state or (iii) which is not to be paid out in Euro, the funds are made available for collection by the

Receiver at the latest at the end of the fourth Business Day after the Day of Receipt.

2.5. For regular money transfers the funds are normally available for collection within a few minutes, subject to the business hours of the respective bank. For some countries, the service may be delayed or other restrictions may apply. If You require further information, please contact the telephone number stated in Item 1.2 of these Terms and Conditions.

2.6. The Afrotrade Limited Online Service ensures that funds are received only through bank account. For transactions to a bank account, Afrotrade Limited will transfer the funds to the account information provided by the Sender. In the event of an inconsistency between the holder of the account number (including mobile phone numbers for mobile phone accounts) and the name of the intended Receiver, the transfer will be credited to the account number provided by the Sender.

2.7. Applicable law prohibits money transmitters from doing business with certain individuals or countries; Afrotrade Limited is required to screen all Transactions against lists of names provided by the governments of the countries and territories in which We do business, including the EFCC Nigeria List and the European Union. If a potential match is identified, Afrotrade Limited researches the Transaction to determine if the name matched is indeed the individual on the relevant list. For this purpose, Afrotrade Limited is entitled to request from the Sender or the designated Receiver additional details and proof of identification which may cause the Transaction to be delayed. This is a legal requirement for all Transactions processed by Afrotrade Limited (including transfers that originate and terminate outside of the European Union or Nigeria).

2.8. Transfer Fees: Written information explaining how Afrotrade Limited charges the Sender for making a money transfer is available on the transactional Afrotrade Limited Website and is shown to the Sender prior to completion of the payment order. The specific transfer fees for a money transaction are indicated in the "Send Money Online" field at <http://www.afrotradegroup.com> Simply login and select Your destination country, enter the amount to be transferred and click on "Calculate". The Sender shall bear all fees due to complete the money transfer unless applicable law in the destination country requires otherwise. In certain cases, money transfer payments may be subject to local taxes and service charges. The Receiver may incur additional fees for receiving the Sender's funds through an account-based money transfer, a mobile telephone or to a bank account. Money transfers should be sent to a local (Receiver's) currency account, otherwise the receiving institution (where the Receiver has his or her account) may convert the funds at its own exchange rate or may even reject the money transfer. The Receiver's agreement with his or her mobile phone service provider, Wallet account provider or other account provider governs the account and determines their rights, obligations, applicable fees, funds availability and account limitations. In the event of an inconsistency between the holder of the account number (including mobile phone numbers for mobile phone accounts) and the name of the intended Receiver, the transfer will

be credited to the account number provided by the Sender. Afrotrade Limited may charge additional fees associated with the use of an account for sending or receiving a money transfer. Afrotrade Limited does not assume any liability pertaining to costs which the Sender or any account holder incur in conjunction with the exchange rate used for the conversion into non-local currencies or for actions or omissions on behalf of the destination or interim financial services provider.

## 2.9. Foreign exchange

2.10. SMS – Afrotrade Limited may offer free SMS notification in some countries to indicate (to the Sender) that the transferred funds have been collected by the Receiver or that funds are available for collection (to the Receiver). Charges applied by the telephone service provider are the exclusive responsibility of the Sender or Receiver. Afrotrade Limited is not responsible for any charges associated with SMS messages. If permitted by applicable law, the SMS will be sent to the Sender's and/or the Receiver's mobile number provided at the time of transaction. Afrotrade Limited will send SMS messages to a gateway for forwarding, however forwarding is the responsibility of third parties, and cannot be guaranteed. Afrotrade Limited is not responsible for technical malfunctions that occur outside of its proprietary systems.

### Additional Note:

Money transfer payments will normally be made in the currency of the destination country (in some countries payment is available only in an alternative currency). All currency is converted at Afrotrade Limited's then current rate of exchange. Afrotrade Limited calculates its rate of exchange based on commercially available interbank rates plus a margin. Most exchange rates are adjusted several times daily in line with the relevant closing rates of global financial markets. The exchange rate for a money transfer is indicated to You at <http://www.afrotradegroup.com> after selecting the destination country in the "Money Transfer" field, entering the amount that You intend to transfer and clicking on "Calculate".

The currency will be converted at the time of the transfer and the Receiver will receive the foreign currency amount shown during the transfer process. However, in some countries local regulations require money transfers to be converted only when they are paid out. If the Sender is sending the funds to one of these countries, the exchange rate noted above is only an estimate, and the actual exchange rate will be determined at the time of payment. Afrotrade Limited agents (where applicable) may offer Receivers the choice to receive funds in a currency different from the one the Sender selected. In such instances, Afrotrade Limited (or its agents, the mobile phone provider, or account provider) may collect additional money when they convert the Sender's funds into the currency selected by the Receiver. If the Sender chooses a payment currency different from the national currency of the destination country, the payment currency chosen may not be available at all payment locations in that country, or may not be available in small enough denominations to pay all of the money transfer. In such cases, the paying agent may pay all or part of the Sender's money transfer in national currency. Afrotrade Limited's exchange rate may be less favourable than some publicly reported commercial exchange rates

used in transactions between banks or other financial institutions. Any difference between the currency exchange rate offered to customers and the currency exchange rate received by Afrotrade Limited will be kept by Afrotrade Limited (and, in some instances, its agents, mobile phone provider, or account provider) in addition to the transfer fees. Additional information about exchange rates for specific destination countries can be obtained by calling our support telephone number listed on Our Website.

### **3. OUR RESPONSIBILITY TO YOU.**

3.1. We declare Our willingness to provide to You the money transfer services and the respective information in accordance with these Terms and Conditions in the form of individual payments and to exercise reasonable care.

3.2. We are not obliged to accept any instruction to execute any Transaction and we will not be liable in any way for declining any such instruction or for withdrawing, terminating or restricting our services to You in any way. These Terms and Conditions shall, however apply to any instruction which we choose to accept.

**3.3. We do not assume any liability for:**

**3.4. Notwithstanding any prior agreement to initiate a money transfer, we are under no obligation towards You to initiate or execute a money transfer if:**

3.5. We have the right to refuse to provide the Afrotrade Limited Online Service to You either partially or in full if such use constitutes a violation against Afrotrade Limited regulations (incl. regulations aimed at preventing fraud, money laundering or financing terrorism) and/or against applicable law, a court order or requirements of a regulatory or government authority or any other body having jurisdiction over us or if We consider such a step necessary to protect Our own interests. If We refused to provide the Afrotrade Limited Online Service (partially or in full) to You for any of the above reasons, We will notify You accordingly if possible and give reasons for Our refusal unless We are prevented from doing so for legal reasons.

3.6. We are entitled to either partially or fully cease operating the Afrotrade Limited Website or the Afrotrade Limited Online Service if circumstances that are beyond Our control compel Us to take such action and which We therefore consider appropriate (“Events Outside Our Control”). If the services provided on the Afrotrade Limited Website or by the Afrotrade Limited Online Service should be interrupted for whatever reason (whether by Us, a third-party provider or in any other manner), We shall take adequate measures to keep the duration of this interruption as short as possible.

3.7. Our communication with You is normally conducted via the Internet and by e-mail. However, this has no effect on Your right to contact Us in any other form (see rules 1.2 above) if circumstances require this.

**Additional Notes:**

- a. goods or services which You pay for using the Afrotrade Limited Online Service, and here in particular their delivery;
- b. malfunctions in communication facilities over which We have no control;
- c. the loss of data or the delay in transmissions caused by using an Internet service provider or a browser or other software over which We have no control;
- d. the services provided by Your Bank Account provider;
- e. viruses originating from third parties;
- f. errors on the Afrotrade Limited Site or with the Afrotrade Limited Online Service that are the result of incomplete or wrong information that You or a third party provided;
- g. the unauthorised use or interception of information prior to reaching the Website; or
- h. the unauthorised use of or unauthorised access to data in conjunction with Yourself or Your Transactions which We process unless such use or such access is the result of negligence on Our behalf.
- i. We are unable to obtain sufficient evidence of Your identity;
- j. We have reason to believe that the Transaction information is incorrect, unauthorised or forged;
- k. You have provided Us with wrong or incomplete information or We do not receive Your Transaction information in a timely manner in order to guarantee the timely execution of the requested money transfer; or

**We do not assume any liability for damages caused from the non-payment or late payment of a money transfer to a Receiver subject to Our liability pursuant to Rule 8 or if the Afrotrade Limited Online Service fails to execute a Transaction by reason of any of these matters.**

#### **4. YOUR RESPONSIBILITY TOWARDS US**

4.1. You declare that You will pay to Us Our fees (see also Rule 2.8 above) for every money transfer which You initiate via the Afrotrade Limited Online Service.

4.2. You must settle the basic amount of a money transfer plus Our fees from Your bank account (insofar as AFROTRADEGROUP permits an account-based money transfer). You consent to the basic amount of the money transfer plus Our fees for the respective Transaction being cleared by Your Bank Account provider, to Us, prior to Us executing the transfer or any other Transaction. Prior to the final authorisation of the Transaction You will be notified of the precise amount to transfer to us from Your bank account.

4.3. You consent to and acknowledge the following:

4.4. You consent to and acknowledge that we must make reasonable efforts to verify your identity. If you use our mobile services or platforms, we may ask your mobile provider to help us verify your identity. **YOU AUTHORIZE US TO REQUEST YOUR MOBILE CARRIER TO USE YOUR MOBILE SUBSCRIBER DETAILS FOR VERIFYING YOUR IDENTITY.** Information provided to the mobile carrier may include name, address, email, phone number, and location information if available.

4.5. In the event of loss, theft, copy, misuse, or unauthorised use of the Transaction data (see above rule 4.3), where You believe We may have performed a Transaction You did not authorise Us to perform, or where You believe We may have failed to perform or incorrectly perform a Transaction, You must call +44 (0) 7938 996 287 or +234 (0) 703 702 2271 and notify Us immediately upon becoming aware of such events. We will then investigate the matter.

4.6. You consent to and acknowledge that We may forward any particulars about You and about the services that We provided to You if necessary to regulatory or government authorities or their bodies if:

- a. The information provided in order to effect an online money transfer is true, accurate, current and complete;
- b. You must share the Transaction data (amount of money, Your name, Your country, name of Receiver and their Banking Details) with the Receiver only. You are obligated to ensure that no third party can gain unauthorised access to this information. We recommend that You transfer money only to beneficiaries that You know personally;
- c. You shall not use the Afrotrade Limited Online Service for illegal purposes;
- d. You shall not use the Afrotrade Limited Online Service for Prohibited Purposes.
- e. Within the framework of the Afrotrade Limited Online Service You will not request money transfers which violate these Terms and Conditions or any other restrictions of use or terms of use as set forth on the Afrotrade Limited Website; and
- f. You are personally responsible for keeping Your password and Your username safe, pursuant to Rule 6 below.
  - i. we are obligated by law to do so; or
  - ii. we are of the opinion that such a disclosure may assist in the prevention of fraud, money laundering or other crimes.

## **5. CUSTOMER SERVICE,**

If You detect errors or encounter problems on the Afrotrade Limited Website or with the Afrotrade Limited Mobile Service, please contact Us by e-mail or by telephone (for contact information see Item 1.2) or write to us at: **Afrotrade Limited. 5 Hermit Road, Canning Town, London. E16 4HP**

## **6. PASSWORD AND SECURITY**

Prior to the first money transfer order You will be asked to register to become a member, by providing a password and a valid e-mail address to generate Your userID. The password and the userID must not be used by any other person than Yourself. It is Your responsibility to keep Your password and Your userID safe as well as all Transactions carried out using Your password or Your userID. **NEVER SHARE YOUR PASSWORD WITH ANYBODY AND DO NOT WRITE IT DOWN ANYWHERE!** You consent to notifying Us immediately of any unauthorised use of Your password or of Your username or of any other breach of security, by telephoning +44 (0) 7938 996 287, +44 (0) 208 819 2985 or +234 (0) 703 702 2271. **Once You have informed Us of the unauthorised use of Your password or Your userID.**

- **We will immediate take all the necessary steps to prevent any further use of this information.**
- **We will inform You of such steps promptly after having taken them and give the reasons for such steps unless We are prevented from doing so for legal reasons.**

**Prompting these steps does not make Us liable for any loss or damage that are the result of Your failure to comply with Your duty in accordance with this paragraph.**

## **7. DISCLOSING INFORMATION TO THIRD PARTIES.**

7.1. Afrotrade Limited will use and process your personal information as described in Our Privacy Statement and you explicitly consent thereto. [Click here for Our Privacy Statement.](#) We are entitled to amend Our Privacy Statement at any time.

**7.2. This statement constitutes an express waiver. This consent and the consent can be revoked any time in writing by letter sent to the AFROTRADEGROUP address stated under Item 1.1 or by e-mail to the e-mail address stated under Item 1.2.**

7.3. We reserve the right to verify the details that You provided. Afrotrade Limited obtains credit ratings on the basis of mathematical-statistical processes from service providers commissioned by Us, in order to verify customer information, except credit information. **You may revoke this consent at any time.**



## **8. LIABILITY**

### **A. Unauthorised Transactions**

8.1. We are liable where We perform a Transaction for You that You did not authorise Us to perform.

8.2. You may be liable up to the maximum amount of our transfer fees if we execute a transaction on your behalf and you cancel it

### **B. Incorrectly executed or non-executed Transactions**

8.3. We may be liable to You where We fail to perform or incorrectly perform a Transaction that You authorise Us to perform unless it was due to Your fault. This means that in the event of a non-executed or incorrectly executed Transaction we will refund the Transaction amount to You (to the extent the Transaction was not executed or it was incorrectly executed). You are entitled to claim a refund of all fees and interest to the extent they have been charged or incurred in connection with an unexecuted or incorrectly executed Transaction.

8.4. To the extent fees have been charged to an unexecuted or incorrectly executed Transaction by Us or an intermediary agency and the fees have been deducted from the amount to be received from the Receiver under such Transaction, We will immediately transfer to the Receiver such amounts charged in respect of such fees.

### **C. Exclusion of liability**

**8.5. Any liability We would otherwise owe to You under Item 8.3 is excluded if you do not let us know about an unauthorised or incorrectly executed Transaction within 2 days after the date of execution of the Transaction.**

**8.6. We will also have no liability under Item 8 if We fail to perform or incorrectly perform the Transaction where the reason for this was due to Events Outside Our Control or Our statutory obligations.**

**8.7. We will not owe You any liability if the unauthorised or incorrectly executed transaction is carried out by a third party or between third parties You have instructed before We receive Your payment for the transfer or any other Transaction. You should contact the relevant third party promptly and inform them of the circumstances of the unauthorised or incorrectly executed transaction.**

**8.8. We do not assume liability for damage that is due to any unusual and unforeseeable events over which Afrotrade Limited has no control and whose consequences, in spite of exercising due care, Afrotrade Limited could not have avoided (caused, for example by Events Outside Our Control, failure of telecommunication lines, civil unrest, war or other events such as industrial action or lockouts over which We have no control). This applies equally to cases in which Afrotrade Limited is bound by any orders under Community legislation, national, court or administrative orders stating otherwise.**

**8.9. We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence; for fraud or fraudulent misrepresentation; or for breach of Your legal rights where it would be unlawful to exclude or limit such legal rights in relation to the Afrotrade Limited Online Service.**

a. result from unauthorised Transactions resulting from the use of lost, stolen or otherwise missing Transaction data (see above Item 4.6.b); or

b. result from Your misuse of Transaction data.

a. for losses resulting from an unauthorised use of Transaction data that arise after receipt by Us of a notification under Item 4.5; or

b. if We did not ensure that Our contact facilities were available to You for the purposes of making a notification under Item 4.5.

(a) we are able to show the Transaction amount was received at the appropriate time by the payment service provider of the Receiver; or

(b) for the purposes of Rule 8, a Transaction shall be deemed to be correctly executed if we are able to show the Transaction has been executed in accordance with Transaction information You provided to Us. If you have provided us with incorrect details for executing the Transaction, You may ask Us to assist You in recovering the money. We cannot guarantee such efforts will be successful. We reserve the right to charge You a fee to cover Our reasonable costs for doing this.

## **9. INTELLECTUAL PROPERTY**

The Afrotrade Limited Website and the Afrotrade Limited Mobile Service, their content and all intellectual property pertaining thereto and contained therein (including copyrights, patents, database rights, trademarks and service marks) are the property of Afrotradegroup, (Afrotrade Limited & Afrotrade Intl Link Ltd) or of third parties. All rights to the Afrotrade Limited Website and the Afrotrade Limited Mobile Service remain Our property and/or the property of the third party. The Afrotrade Limited Website and the Afrotrade Limited Mobile Service must be used only for the purposes permitted by these Terms and Conditions or as described on the Website. You are exclusively entitled to display and save a copy of the pages of the Afrotrade Limited Website for Your personal use. Without Our express written approval You are not entitled to duplicate, publish or modify the Afrotrade Limited Website, the Afrotrade Limited Online Service or parts thereof, or to create derivative works from the same, to participate in their assignment or sale, to publish them in the World Wide Web or use them in any other form for any public or commercial purpose. You are not entitled: (a) to use a robot, spider, scraper or any other automated programme to access the Afrotrade Limited Website or the Afrotrade Limited Mobile Service, and/or (b) remove or modify information related to copyrights and trademarks or proprietary information published on the Afrotrade Limited Website (or printed pages of the Website). The name Afrotrade Limited and all other names as well as proprietary designations of

Afrotrade Limited products and/or services named on the Afrotrade Limited Website are exclusive brands of Afrotrade group or of other third parties. Other product, service or company designations appearing on the Website may be the trademarks of their respective owners.

## **10. LINKS TO OTHER WEBSITES**

The Afrotrade Limited Website may contain links and pointers to other World Wide Web Internet sites and resources (the "**Linked Sites**"). Links to any Linked Site do not constitute an endorsement by Us or Our association with any third-party resources or their contents. Links do not imply that Afrotrade Limited is affiliated or associated with third parties or is legally authorised to use any trademark, trade name, logo or copyright symbol displayed in or accessible through a link, or that any Linked Sites are authorised to use any trademark, trade name, logo or copyright symbol of Afrotrade Limited. You should direct any concerns regarding any Linked Site to such Linked Site's site administrator or webmaster. Afrotrade Limited does not represent or endorse the accuracy or reliability of, and expressly disclaims, any advice, opinion, statement, or other information displayed or distributed through any Linked Site. You hereby acknowledge that reliance upon any opinion, advice, or information displayed on or otherwise available through any Linked Site shall be at Your sole risk.

## **11. RIGHT TO RESCIND OR CANCEL A MONEY TRANSFER**

11.1. You have the right to rescind a money transfer through the Afrotrade Limited Website within 2 days of the transfer. The rescission must be declared to Us expressly and in writing by e-mail or by mail. However, this right of rescission does not apply if We have already paid out the funds to the Receiver before We received Your notice of rescission. When exercising Your right of rescission prior to Our having paid out the funds to the Receiver, We will refund the amount of the transfer to You and do not charge any fees.

11.2. You may rescind a money transfer order in writing by e-mail or mail sent to Us provided that We have not as yet paid out the funds to the Receiver prior to receiving Your notice of rescission. In this case We will refund to You the amount of the money transfer at the Afrotrade Limited exchange rate valid at the moment of the refund, however at least at the nominal value of the transfer amount insofar as the funds have not been paid out to the Receiver within 45 days. In this case the transfer fees will not be refunded. If We do not make the funds available for collection by the Receiver within three Business Days, We will refund in the event of Your justified notice of rescission the amount of the money transfer plus all transfer fees paid (subject to statutory or regulatory restrictions).

## **12. ENTIRE AGREEMENT**

These Terms and Conditions, jointly with all other contractual items referred to in these Terms and Conditions, constitute the entire agreement between You and Us and supersede any prior agreements which may exist between You and Us.

## **13. SEVERABILITY CLAUSE**

If one or several of the provisions to these Terms and Conditions are invalid, unlawful or unenforceable, then this does not affect the validity of the remaining provisions.

## **14. COMPLAINTS, APPLICABLE LAW, JURISDICTION**

### **14.1. Customer satisfaction is our number one priority.**

If you feel we have not lived up to this promise we would like to hear from you.

Our customer Complaint Procedure is explained below or a hard copy can be supplied on request from our Head Office at 5 Hermit Road, Canning Town London E16 4HP.

What will happen when you complain?

- We will treat your complaint fairly and impartially
- We will seek to investigate and resolve any complaint as quickly as possible
- If we have made a mistake we will apologise and offer redress or remedial action wherever possible
- If we reject your complaint we will explain why it has been rejected and what options remain available to you
- We will change the way we do things to avoid making the same mistake in the future

If you are dissatisfied with any aspect of our service, please express this to the person with whom you are dealing who will try to help. If you prefer, please ask to speak to a manager who will also try to help as we aim to resolve all difficulties as quickly and efficiently as possible.

If the problem cannot be immediately resolved and you are still not satisfied, you can write to the Complaint Manager at our Head Office. We will acknowledge your complaint promptly and write to you again with a Final Response to your complaint in most cases within 15 business days from when

we receive your complaint. In exceptional circumstances, We will send You a holding reply within 15 business days specifying the deadline by which You will receive Our final response, being no later than 35 business days from the date of Your initial complaint. If we are unable to give a Final Response within this period we will write to you informing you why we are not in a position to make a Final Response and indicate when we expect to be able to do so.

The address to write to is: **Afrotrade Limited, 5 Hermit Road, Canning Town. London E16 4HP.**

If you did not receive our final response or you are still not satisfied with our final response, you may be entitled to refer your complaint to the Financial Ombudsman Service [FOS]. You must do so within 6 months of receiving our final response. You can contact them at:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London E14 9GE. Tel:0845 080 1800.

If you have any questions about our complaint procedure covering Nigeria and the rest of the world, please visit our complaint procedure on the website (**[www.afrotradegroup.com](http://www.afrotradegroup.com)**)