Terms & Conditions

for Travel Money Online

These Online Terms & Conditions were last updated on 5th July 2021.

These terms and conditions explain how our Travel Money Online service works, our obligations to you and your obligations to us.

Within these terms and conditions:

Online means access to the services through the internet at fr.changegroup.com.

<u>Personal Information</u> is the information that we collect when we provide you with the online service, including any application forms, correspondence, e-mails, telephone calls and payment methods.

<u>Provision of Services</u> means those services set out below.

Site means the internet site through which you have accessed the service.

We, us, our, ChangeGroup, Company means The Change Group France SAS.

Business Day or Working Day means Monday to Friday, excluding bank and public holidays.

You, your, customer means the purchaser of any foreign banknotes. By clicking on "Order now" in Step 3 of the Checkout, you acknowledge that you have read and understood The Change Group France SAS's terms and conditions and agree to be bound by them.

<u>Copyright notice</u>: The content of the website (website address) constitutes the property of the Seller and its partners and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction of this content is strictly prohibited and is liable to constitute an offense of counterfeiting.

1. Name of Provider

The Change Group France SAS hereafter referred to as "ChangeGroup", "us", "we", "our" or "company".

The Change Group France SAS 49 Avenue de L'Opera 75002 Paris

France

Business registration number: RCS Paris B 434 183 273

2. Provision of Services

This service is being provided only to individuals who are aged 18 years or over. This service should only be used by the registered card or bank account holder making payment for the foreign currency order online and should not be used by any third party. This service shall also not be used for any illegal, fraudulent, speculative or investment purposes.

The information, documents, and services available on the Website may be periodically modified without notice. Not all products and services are available in all regions. The possibility for you to benefit from the products and services available on the particular website is subject to the agreement of ChangeGroup. ChangeGroup may at any time interrupt or modify the information, products, or services available on the Website. Any dated information published on the Website is only valid for the date specified and ChangeGroup declines any obligation or responsibility for updating or modifying said information. In addition, the offers of information, products or services offered on the Website do not constitute by ChangeGroup any invitation to use this information, these products, or these services in countries where the law prohibits the provision of such information, products or services.

2.1) Hypertext links to other sites

Hypertext links to third party websites are provided solely for the purpose of redirecting Website users to information on topics or services that may be of use to Website users, and ChangeGroup has no control over and disclaims all liability regarding to the content of those other websites. Hypertext links to third party sites do not imply any liability on ChangeGroup with regard to the opinions, ideas, products, information, or services presented on these sites or any statement relating to their content. These hypertext links are provided to you for informational purposes only. You must personally comply with the terms of use of these sites. ChangeGroup makes no warranty, express or implied, on the content of these sites.

2.2) Access to the site

ChangeGroup may at any time terminate your access to and use of any part of the Website, without obligation to notify you in advance, if you have violated these General Online Conditions. ChangeGroup reserves the right to cease operating the Website at any time without notice.

ChangeGroup uses Paycheckout B.V. as a third-party payment service provider for online purchases on our website **fr.**changegroup.**com**:

Paycheckout B.V. Noorderhof 24 5804 BV Venray The Netherlands

3. Agreement

By using this service, you hereby confirm the following:

- You are 18 years old or older, on the date of the transaction.

- You will only use this service for purchasing foreign currency for yourself for holiday or business travel reasons.
- You have read and understood these terms and conditions and agreed to comply with them.
- You also warrant that all the information provided by you is true and accurate in all respects.
- You will not withhold any material information from us, or seek to mislead us.
- You also agree to provide us with any other information requested and to co-operate fully with us for any investigation in the event of fraud.
- You agree to comply with all Anti-Money Laundering regulations.
- You are the card or bank account holder, which is used for making the payment.
- Your transaction is made for genuine bona fide purposes only and is not in contravention of any laws or regulations.

Intellectual rights - Copyright notice

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4. Opening a Change Group Account

Each person is only entitled to open one account and we reserve the right to close the account of any customer who has opened multiple accounts in his or her own name.

Your password should not be disclosed to any third party or to any ChangeGroup employee. The customer is solely responsible for the security of their username and password. Every person who identifies themselves by entering the correct login email address and password, is assumed by us to be the rightful account holder/customer and all transactions where the login and password have been entered correctly will be regarded as valid.

5. Anti-Money Laundering

The Change Group France SAS is registered as a company in France with the registration number RCS Paris B 434 183 273.

We are a regulated Bureau de Change and Foreign Exchange Dealer under the ACPR-Banque de France regulations in application of the article L.524-3 of the Monetary and Financial Code to prevent money laundering and terrorist financing under REGAFI number 50746. Any suspicious transactions will be reported to the relevant authorities. ChangeGroup will monitor all suspicious or unusual transactions regardless of their size.

ChangeGroup also reserves the right to request more information from the customer at any time. The Change Group France SAS is committed to help prevent money laundering and terrorist financing. We have strict policies and procedures in place to identify our customers and to combat money laundering and terrorist financing. The procedures include:

- Verifying that the customer is who they claim to be by means of identification documentation

- during collection or by electronic means.
- Monitoring and reviewing customer accounts and transactions.
- Reporting suspicious transactions, false identification documents or suspicious personal details to the relevant authorities.
- Retaining customer data for 5 years after the business relationship ends.
- Training our staff on our Anti-Money Laundering and Counter Terrorist Financing policies and requirements.
- We comply with all Anti Money Laundering regulations and will disclose any suspicious transactions to the relevant authorities without prior notice to the customers.

6. Using our Service

The service is provided by the Company; Change Group France SAS.

Orders placed are subject to a minimum value of $200,00 \in \text{per order}$ and a maximum value of $2'500,00 \in \text{Euros}$ per customer and per day. Additionally, a customer's combined value of orders within a 12-month period must not exceed $10'000,00 \in \text{Me}$ reserve the right to change, at our discretion, the minimum and maximum order values at any time without liability.

Paycheckout B.V. will verify, authorize and release payment to our bank account for the amount detailed within your order summary. By accepting these terms and conditions you consent to such checks being made. For more details about Paycheckout B.V. Terms and Conditions, please click <u>here.</u>

We reserve the right to decline, reject or cancel any order, if the payment is not authorized. You will be notified accordingly.

The rate of exchange applied on the site is calculated to five significant digits and will be rounded up to the nearest cent. There are some limitations to the denominations on the bank notes that we supply, which means we will quote for the nearest available amount to your request in the foreign currency.

You can correct errors and make adjustments to your order up to the point at which you click on "Order Now" in Checkout, Step 3, underneath your selected bank or card icon. By clicking on "Order Now" under your chosen bank / card icon, you confirm you agree to The Change Group France SAS terms and conditions.

We reserve the right to request more information from you, at any time, to enable us to process and fulfil your order while complying with regulatory requirements.

We only sell foreign currency banknotes that are displayed on our website. If your preferred currency is not available, please contact our Travel Money helpline during office hours on (0)158 1834 80 or visit one of our branches.

7. Placing an Order

When placing your order please follow the instructions displayed in our online order system. You will be given the option of choosing when you would like to collect your order and from which of our designated collection branches you would like to pick-up your order from.

When selecting your collection date, please note we aim to follow the following schedule for order fulfilment: Orders for currencies placed before 2pm Mon-Fri, will be available for collection from the next business day onwards at your chosen branch. For orders placed after 2pm, please allow an additional business day for collection. Please note a "business day" is Monday-Friday, and excludes public holidays. You will also receive an email notification when your currencies are ready for collection at your chosen branch.

When collecting your order, please be sure to provide the following:

- Your order acknowledgment confirmation
- Your valid Passport, French Driver's License, or photo ID card. Please remember that the name
 on the bank or credit card used to make the purchase, must match that of the identification
 document used.

Collection is subject to the opening times of the designated collection branch (details of which will be available at the time of the order and can also be found on our website). If you are collecting your currency from an airport bureau, please remember to allow enough time to make your collection before your flight departs.

If you fail to collect your currency order on the chosen date, it will be held for 48 hours, after which it will be converted back into Euros applying the collection branch's prevailing exchange rate at that time and refunded to your original payment method.

If we have any grounds for suspicion that the service is being used to facilitate fraudulent activity, we reserve the right to cancel and/or intercept the delivery of any order. By using this service, you consent to our right to do so.

We will not be liable for any losses or expenses incurred due to late collection or non-collection. Please note, it is your responsibility to go to your collection branch and accept and sign for your currency order. We will not accept any liability for fraudulent acts committed by a third party.

If you experience any problems with your order, please call our Travel Money helpline on (0)158 1834 80 during our opening hours.

Placing an order implies full and irrevocable acceptance by the Customer of these general conditions of sale. Any order by the Customer constitutes acceptance of the prices and descriptions of the products available for sale.

8. Payment for your Order

ChangeGroup uses Paycheckout B.V. as a third-party payment service provider for online purchases on our website fr.changegroup.com. When you click on "ordernow" underneath your chosen credit card's icon, you will be redirected via Paycheckout B.V. for payment.

Once you have confirmed and your payment is validated, Paycheckout B.V. will re-direct you back to our website. You will receive an email confirmation of your order and payment, with the following information included:

Order number

- Pickup branch and date
- The total amount of the order, its price including VAT or excluding VAT and the amount of delivery costs
- The name, reference and the rates applied at the time of validation of the currencies ordered
- The billing address
- The identity and e-mail address of the service provider, for any consumer complaints

The company acknowledges receipt of the order by this email.

ChangeGroup uses different procedures to authenticate each transaction and has the right to refuse to process certain orders. In this case the Customer will be informed by email and refunded if the order has already been paid. The Company reserves the right to refuse any order from a customer with whom there is a dispute.

Prices are quoted in euros, with all taxes included. The rates of the currencies indicated are subject to modification and the Company reserves the right to modify them at any time, without notice. The Company will use the price applied at the time of validation of the order.

Failure to collect the total price of the order and / or receipt of any supporting documents requested before the indicative delivery date will mean that the order will be returned and refunded. A contract will only become valid when a confirmation email from ChangeGroup is received. Please print a copy of this email or save it electronically. If you have not received an email confirmation, please contact our Travel Money Online customer services at (0)158 1834 80 during our opening hours.

9. Confirmation of your Order

When you have placed your order online, we recommend that you print off a copy of the order confirmation, which will contain details of your order number and confirmation of the purchase you have made.

You will also receive an email acknowledgement of the order. We will also include an order confirmation with your delivery.

10. Charges

The charges for delivering your order as well as the total sum payable will appear in your online quote and order summary. Our orders contain no hidden charges; everything payable will be itemised in your online shopping cart and order summary.

11. Buy-Back Protection

When you place your order, you will be given the option whether you want to purchase our "Buy-Back Protection" service for only 6,95 € per order. Our Buy-Back Protection offer allows you to return any of your left-over currency to any of our branches, at the same rate as your original purchase. There is also no commission levied on the exchange when returning your currency if you opt for this service. On

your return to France, you can visit any of our branches whose staff will process the return and credit your payment method.

Maximum return amount of currency under Buy-Back Protection is 200,00 €

Buy-Back Protection transactions must be completed within 30 days of the original transaction. If you select Buy-Back Protection, a fee of 6,95€will be paplied and sown in youshopping cart and order summary. Only one Buy-Back Protection transaction can be completed in relation to each original order.

Buy-Back Protection may be withdrawn at any time without notice and without liability to you. If we revise these terms, we will post the revised version on our website <u>fr.changegroup.com</u>. By placing an order after these terms have been changed, you will be accepting the revised terms. ChangeGroup will not be liable for any costs which may be incurred for using this service.

12. Cancellations and Returns

If you would like to cancel your order or return any of your left-over foreign currency back to Euros, you can do so at any of our branches in France, commission-free, upon presentation of the original transaction receipt within 30 days of the original transaction. The currency return will be subject to the buy-rate of exchange offered on the day the of the return, in the branch the currency is being returned to.

We will only buy back currencies commission-free, up to the value of the original purchase.

If upon placing your order, you discover an error in your order, please contact us as soon as possible on our Travel Money helpline telephone number (0)158 1834 80. If you call us on the same day as your order was placed, and your order has not yet been dispatched, we will aim to reverse your order using the same rate of exchange that was used in your purchase.

If your order has already been shipped to the collection branch, please collect your order, and the branch staff will process a return of your order, commission-free, utilising the prevailing rate of exchange on the date of return.

Returned and reversed orders will be refunded to the same payment method that was used to make the original transaction, which may take up to 3 working days to appear on your card.

ChangeGroup reserves the right to cancel any order at any time, for any reason, at our absolute discretion.

If you are in breach of these terms and conditions you will be liable for any losses that we may incur in this regard. We may also retain any or all of the funds received, and details given to us if required to do so by law or pursuant to any competent government, official or regulatory body. ChangeGroup has no control over this, and accepts no liability with this regard.

If we revise these terms, we will post the revised version on our website <u>fr.changegroup.com</u>. By placing an order after these terms have been changed, you will be accepting the revised terms.

13. Promotional Codes

From time to time The Change Group France SAS may at its discretion, provide customers with a Promotional Code for use on its Website for orders in France only. Please note that some Promotional Codes may only be available for a limited time and can only be used once by each customer.

14. Validation Checks

All validation checks are completed by Paycheckout B.V. while processing your payment. This will be done under the <u>terms & conditions</u> of Paycheckout B.V.

15. Exclusion of Warranties and Limitation of Liability

ChangeGroup excludes itself from any and all liability, for any claim by a customer, if the customer is in breach of the terms and conditions of this service. Any valid claim against ChangeGroup will be restricted to the €-value of any currency order. By using this service, you confirm that this is the maximum amount of any claim that may be lodged against ChangeGroup.

ChangeGroup will not be liable to any customer for any losses suffered due to any action or inaction on the part of ChangeGroup, resulting in loss of profits, indirect losses, loss of business gains, loss of savings, other costs or benefits that may be lost or incurred. ChangeGroup is not liable for the omissions or commissions of any act by any third party involved in the transaction. All implied conditions and terms are excluded to the maximum extent available under law.

ChangeGroup shall not be liable if we are unable to process any transaction or fulfil our obligations under these terms directly or indirectly due to the failure of any third party involved in the transaction.

All conditions, warranties and remedies imposed or implied by any applicable law are expressly excluded to the extent permitted by law.

16. Personal Information & Security

For online security ChangeGroup uses secure server software. Details of how we may use your personal information are set out in our Privacy Policy (<u>POLITIQUE DE CONFIDENTIALITÉ</u>).

However, it must be noted that according to the Data Protection Act of January 6, 1978, reinforced by the GDPR (General Data Protection Regulation) which entered into force on May 25th, 2018, the Customer has, at any time, a right of access, rectification, opposition, erasure and portability of all of his personal data by justifying his identity, to the Seller, mentioned above.

17. Disclaimer

None of the information provided in connection with this service constitutes, nor should it be construed as the provision of financial advice. ChangeGroup provides information using all reasonable endeavours to achieve accuracy but this cannot be guaranteed. ChangeGroup therefore does not warrant the accuracy of any information provided and excludes any implied warranty, where it relates to exchange rates, market prices and data. Neither ChangeGroup, nor any entity from which it receives information

shall be liable for any investment or other decisions made based on the information provided.

In particular, ChangeGroup does not guarantee the accuracy, suitability, reliability, performance, suitability, virus-free or timeliness of the content or services appearing on the Website.

In addition, the information available on the Website is intended to be used by people traveling for pleasure or for work or by persons or companies wishing to make payments abroad in foreign currency and should not be used for speculative or investment purposes.

18. Modifications of these Terms & Conditions

These Terms and Conditions are subject to change and ChangeGroup reserves the right to make these changes at any time without notice. Before placing an order, we recommend that you read these Terms and Conditions in full. Your continued use of this service after these changes constitutes your acceptance of these Terms and Conditions as modified.

19. Complaints

ChangeGroup uses reasonable care and skill in providing this service. If you want to comment or file a complaint, please contact our Customer Services as detailed in the "Contact us" section 24 below. We will carefully examine these complaints and the follow-up to be given to them.

20. Governing Law

These Terms and Conditions and any disputes or claims arising in connection with them are governed by and construed in accordance with French Law. Any dispute arising from the service shall be resolved exclusively in the French Courts.

21. Severability

If any part of this agreement is found to be invalid, then the remainder of the agreement will remain in effect.

22. Transferring this Agreement

We may transfer our rights and duties under this agreement, or we may arrange for any other person or organization to carry out our rights and duties under this agreement. We may change the provider of the delivery service to any other person or organization that we deem fit without prior notice or compensation.

23. Website Maintenance

Our site will run routine maintenance updates between the hours of 00:30 hours and 04:00 hours which may prevent you from placing orders.

24. Contact us

If you need to contact us regarding your order, call our Travel Money online helpdesk on (0)158 1834 80. If you wish to contact us in writing, you can do so by emailing us at orders@changegroup.fr or by post to:

The Change Group France SAS 49 Avenue de L'Opera 75002 Paris France

26. Third party rights

When you place an order on the Website, we enter into a contract with you personally. Nothing in these Online General Conditions confers an advantage to any third party; the contract is not transferable.

27. Hardship (Imprévision)

In the event of a change in unforeseeable circumstances during the conclusion of the contract, in accordance with the provisions of article 1195 of the Civil Code, the Party which has not agreed to assume a risk of excessively onerous performance may request a renegotiation of the contract. to its co-contracting party.

28. Force majeure

The Parties cannot be held responsible if the non-performance or delay in the performance of any of their obligations, as described herein, results from a case of force majeure, within the meaning of article 1218 of the Civil Code.

29. Pre-contractual information - Customer acceptance

The fact for a natural (or legal) person to order on the website (website address) implies full and complete acceptance and acceptance of these General Conditions of Sale and obligation to pay for the Products ordered, which is expressly recognized by the Customer, who waives, in particular, to take advantage of any contradictory document, which would be unenforceable against the Seller.