

TERMS AND CONDITIONS BESTPAY

These terms have the following meanings:

Company: BESTPAY

Customer: An individual or employee of a company, which is a registered BESTPAY client, responsible for remittances for that company who registers to use the Service.

User: The Customer who becomes registered with the Company to use the Service.

Service: The service the Company provides enabling the Customer to obtain information from the Company and give instructions to the Company by a computer or other means of communication that we might make available in the future.

Password: The unique combination of allowed characters (letters, numbers symbols) used to confirm the Users identity when using the Service.

User Guide: The guide and information we provide about the Service including:

- printed brochures
- upon the request through our helpline and email
- the online information on our webpages

System: The Customers electronic equipment used to access the Service.

The following are the conditions for use of the Service.

When the Client uses the Service, it allows the Client to submit remittance requests online. Funds transfer to the Client's account must still be made, and remittances to the Client's beneficiaries from his account will only be made after confirmation of receipt of sufficient funds.

Please read this agreement carefully before applying. Your use of the Service will indicate your acceptance of the terms in this agreement.

1. CLIENT'S ACCOUNT

(1) The Account holder (the Customer) will receive ID and Password from the Company by registering with the Company. The Account holder (the Customer) is responsible for setting up, maintaining, resetting and deleting IDs and Passwords.

2. SECURITY

To ensure the Client alone can access and give instructions using the Service, the Client must keep to the following security procedures.

- (1) The Client must not let anyone else operate the Service for himself.
- (2) If the Client thinks there are unauthorized transactions, the Client must notify the Company (by email or phone). The Client should check his funds transfer history and let the Company know urgently about any errors that might have happened.
- (3) The Client must take all reasonable steps to ensure his Password stays secret. The Client must not disclose the complete Password to anyone -- even to a Company staff member, or someone on our call center.
- (4) If the Client thinks someone else, the Client, knows his Account Password must notify the Company by phone or email (available on our webpages). The Company will suspend the Service until Client's new Password has been set up.

3. CARRYING OUT CLIENT'S INSTRUCTIONS

- (1) The Company will act on instructions using Client's Security Codes without getting further confirmation from the Client.
- (2) The Client will not be liable for instructions he did not authorize, but which use his Security Codes if:
 - a) they are given after you notify us that you think your Password is known to someone else;
 - b) they are given before the Client notifies the Company, unless the Client acted fraudulently or with gross negligence; or
 - c) the Security Codes have become known through the Company actions or negligence.
- (3) The Company doesn't need:
 - a) accept a conditional or reversible instruction; or
 - b) pay someone sooner than the Company could following its normal banking practices.
- (4) The Company may, if it thinks it justified, refuse to carry out an instruction or insist on written confirmation of that instruction.
- (5) If we think you may not have authorized an instruction, we will try to check it. We may refuse to act on it or take steps to reverse it. We will not be responsible for loss to you as long as we have acted reasonably.
- (6) A transaction may not always be processed as soon as you give the instruction for it.
- (7) You can usually use the Service at any time during the normal GoRemit service hours written in the User Guide. Routine maintenance, demand on the systems, and other circumstances may mean that is not always possible.

4. LIABILITY FOR LOSS

The Company is only liable for direct loss to you, and then only if caused by our negligence or deliberate default. We are not liable for indirect loss. The Company is not liable in these and similar cases:

- a) acting on authenticated instructions which in fact were given by somebody else (see Article 3, Item (2) for exceptions); b) incompatibility between your System and the Service;
- c) anything beyond our reasonable control that disrupts the Service or causes your instructions to be delayed or not acted on.

5. ENDING CLIENT'S USE OF THE SERVICE

(1) The Client may cancel the Service through the official request via post (available on Company's webpages).

(2) The Company may end or suspend Client's use of the Service. The Company will usually give the Client 30 days' notice. The Company may give you less or no notice if the Company considers it is necessary, for example because of security concerns or other breaches of arrangements with the Company.

(3) The Company will suspend Client's use of the Service if the Client does not use it for 24 months.

(4) Ending the Client's use of the Service will not affect instructions the Client has already given which are in progress.

6. CHARGES

The Company may charge the Client fees for the Service, which the Company determines separately and changes them on giving 30 days' notice.

7. THE COMPANY'S RIGHT TO CHANGE THIS AGREEMENT

(1) The Company may change the terms of this agreement by sending the Client a message via the Service or by post.

(2) The Company will normally give the Client 30 days notice of any change. It may have to be shorter to protect security or in other circumstances beyond our control. After the Client has received notice, Client's Use of the Service is acceptance of the change.

8. SERVICE QUALITY: RECORDING CLIENT'S CALLS AND INSTRUCTIONS

To check the Company has carried out Client's instructions correctly and to help improve Service, the Company will keep a record of the instructions the Client gives on the Service, and the Company may monitor and record calls to its Call Center.