

GENERAL TERMS & CONDITIONS 2011

TERMS & CONDITIONS

IMPORTANT NOTICE

Please note that Cards Payment Facility can only be done through TONIO website www.tonio.co.uk

COMPANY INFORMATION

These Terms & Conditions govern money transfer services provided by TONIO Limited; Company Registration No. 5103590 (hereinafter referred to as “TONIO/we/our/us”).

TONIO Limited is a fully licensed company trading as ‘Money Transmitter’ under MSB for HMC&E and registered with Companies House for England and Wales under the aforementioned number.

TONIO’s head office is located at the following address: 85 Hatton Garden, LONDON, EC1N 8JR, telephone: 0207 40 50 602, fax: 0207 24 22 009, email: info@tonio.co.uk

THE SERVICE

TONIO provides to its registered users money transfer services to designated beneficiaries predominantly in Poland, but also other countries, such as Bulgaria, by telephone, over the internet using our websites

In order to use our service, you will be required to provide TONIO with information necessary for us to verify your identity and to complete money transfer in compliance

with UK laws and regulations, and those of the foreign country, where payment to the beneficiary is to be effected. For information regarding ID & verification please go to our website www.tonio.co.uk.

After TONIO has received your authorisation for money transfer (by authorisation we mean your consent given to us by telephone or by internet via our online applications at www.tonio.co.uk or/and www.przelewy365.com) and completed the screening for proper compliance with the various applicable laws and regulations, the funds are made available to the beneficiary.

Before the money transfer order is executed you have to provide us with the following information:

- Sender's name, telephone number, UK address, ID number & date of birth plus Certified copy of the Sender's ID
- Receiver's name, address and 26-digit account number in Poland

TIMING

If you order money transfer until 6pm the payment will be credited to the payee's payment service provider's account by close of business on the business day the following the day when the money transfer order was received. Otherwise the money transfer order will be processed on the next working day.

Money transfer orders will be processed only upon the receipt of cleared funds into TONIO's account.

FEES & CHARGES

At the time we accept the instruction to send money transfer you agree to pay us the fees specified below and which are communicated to you before the money transfer order is accepted: Fees are included in the contents page.

GENERAL

We are not obliged to perform our obligations if abnormal and unforeseeable circumstances beyond our control prevent us from doing so.

You may be entitled to seek redress for an incorrectly executed money transfer but you have to notify us without undue delay on becoming aware of it.

No compensation is available from the Financial Services Compensation Scheme if we are unable to meet our obligations. Our relationship with you is not that of a bank or trustee.

Neither these Terms and Conditions nor any transaction carried out under them shall confer contractual or other rights on, or be enforceable against us by, any party other than you.

You agree that you are not sending or receiving a payment transfer for or in connection with any criminal or illegal purpose.

You agree to help us in the discharge of our anti-money laundering and verification procedures by providing such information as we may request.

TRANSMISSION OF INFORMATION

We may use information about you to discharge our anti-money laundering and verification responsibilities, to provide our services and to manage our relationship with you. We may disclose this information to payers, payees and intermediaries in the course of providing our services or as required by Regulation EC 1781/2006 on information on the payer accompanying transfers of funds; persons with whom we share information for anti-money-laundering, security verification or validation purposes; regulatory and prosecuting authorities; service providers acting on our behalf.

If you wish to access or correct the information that we hold about you, please contact us at 85 Hatton Garden, LONDON EC1N 8JR or by email to info@tonio.co.uk

APPLICABLE LAW

These Terms and Conditions and all matters arising from or connected with them are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with these Terms and Conditions (including a dispute regarding their existence, validity or termination or relating to any non-contractual or other obligation arising out of or in connection with them) or the consequences of their nullity.

COMPLAINTS

Please tell us if you have any problems with our service: we will seek to resolve your complaint as quickly as possible. If you are not happy with our response, or if we have not finished investigating your complaint after 8 weeks, you may be able to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.