

Terms & Conditions for Guests using *our* Platform

Read on for details around the platform We offer

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Terms & Conditions

IMPORTANT THINGS YOU SHOULD KNOW

1. Introduction

1.1 We are Currencies Direct Spain EDE S.L, a company incorporated in Spain with N.I.F number B04897930 and registered address: Avenida de Mediterraneo, 341-04638 Mojacar, Almeria, Spain.

1.2 We are authorised by the Bank of Spain as an electronic money institution to provide certain electronic money services and payment services, such as execution of payment transactions, via *Our* Redpin Payments platform. Such services are provided to *Our Customers* under separate agreements.

1.3 These *Terms* form a legal agreement between *You* and *Us* and it is important that *You* carefully read this document. However, *You* acknowledge that *You* are not registered with *Us* as a Customer and *We* act solely on behalf of *Our* own Customer and not on *Your* behalf. These *Terms* govern only *Your* access to and use of *Our* platform and do not constitute an agreement for the provision of any payment or electronic money services to *You*.

1.4 By accepting these *Terms*, *You* agree to be bound by them. *You* can download and retain a copy of these *Terms* at any time.

1.5 If *You* would like more information, or if anything is unclear, *You* can contact *Us* using the details set out at clause 3.

1.6 Any capitalised and italicised word (e.g. *You*) holds a specific meaning under these *Terms*. Go to clause 20 to see the meaning of any these words. All other capitalised words have their natural ordinary meaning.

WARNING

Please be aware of fraud and scams. Always verify payment details using an independent source, especially if *You* have been asked to make any urgent payments, been put under pressure or been told about a change in account details. Remember that fraudsters can impersonate a genuine payee (such as a property seller, estate agent or lawyer) and may pass *You* false payment details. If *You* suspect any fraudulent activity or believe *You* are the victim of a scam, contact *Us* immediately.

You are responsible for taking care to protect *Your* personal information and to check that payee details are genuine. If in doubt, do not make the payment. *Our* website has more information on frauds and scams.

2. How are funds received on behalf of *Our* Customer protected?

2.1 Any funds received or paid by *Us* are received or paid solely on behalf of *Our Customer* under *Our* separate agreement with that Customer. *You* acknowledge that *You* do not have any contractual or fiduciary relationship with *Us* in respect of such funds.

2.2 If *You* transfer money into *Our* Customer's account held with *Us*, such funds are held and safeguarded by *Us* for *Our* Customer in one or more segregated client accounts separately from *Our* own funds. In the event of *Our* insolvency, such safeguarded funds will be treated in accordance with applicable rules. *You* acknowledge that *We* safeguard funds solely for the benefit of *Our* Customer and that *You* have no rights against *Us* regarding those funds.

3. How to get in touch with Us

3.1 You can get in touch with Us:

- (a) during office hours by telephone through *Our* helpline at +34 910 786 109, at no more than the basic Spanish call rate; or
- (b) by e-mail at the address:
contact@redpincompany.com.

4. How will We contact You?

4.1 We may contact You (or Your Authorised Person) in connection with *Our* services for the purposes of:

- (a) verifying *Your* identity and carrying out any required due diligence, including anti-money laundering, sanctions screening, or fraud prevention checks;
- (b) notifying *You* of any issues, delays, or errors relating to a payment made by *You*; or
- (c) complying with applicable laws, regulations, or requests from regulatory or law enforcement authorities.

4.2 We will contact *You* (or *Your Authorised Person*) using the e-mail address or telephone number provided by *You* in connection with *your* use of *Our* platform. If *You* wish to change any of the details *You* provided *You* can do so by contacting *Us* using the details set out at clause 3.

4.3 It is *Your* responsibility to keep *Us* updated of any changes to *Your*, or any *Authorised Person's*, contact details.

5 How do You make a complaint?

5.1 If *You* are not happy with *Our* platform, *You* can tell *Us* by contacting *Us* using the details set out at clause 3. To avoid doubts, any complaint concerning payment services provided to *You* by *Your* own payment service provider (e.g. *Your* bank) should be addressed to that provider.

5.2 We will review each complaint carefully and promptly before providing *You* with a response. We aim to acknowledge each complaint within 24 hours and send *You* a final response to *Your* complaint within 15 Days of receiving *Your* complaint. We may need to delay *Our* response if We need further information on *Your* complaint. We will let *You* know if We need to do this.

5.3 *You* may submit a complaint using the contact details set out in clause 3 or by post to *Our* registered address. We will provide *You* with confirmation that *Your* complaint has been received, together with a reference number, and will handle it in accordance with applicable consumer law. If *Your* complaint is not resolved to *Your* satisfaction, We will provide *You* with information on any applicable alternative dispute resolution options.

ABOUT OUR SERVICES

6. What Services do We provide?

WARNING

Our platform is only designed for use in connection with real estate transactions. *You* must not use *Our* platform or the Services for any speculative or investment purposes.

If *You* are unsure about the nature of *Your* activities and whether it may be for a speculative or investment purpose, please contact *Our* helpline.

6.1 We facilitate information to arrange for payments for international real estate transactions by providing a secure platform which allows the provision of the relevant payment information and, if *You* act as *Our* registered Customer, the receipt of payments in Euros. When *You* access *Our* platform, We make certain platform functionality available to *You* solely for the purposes described in these *Terms*. Such Services do not constitute any payment or electronic money service provided by *Us* to *You*.

6.2 If *You* are buying property, *You* can use *Our* platform to view a payment request made available to *you* by *Our* Customer, review the payment details shown in the platform and, if *You* decide to proceed to execute the transaction, use those details to instruct *Your* own payment service provider to make the payment to the relevant account designated by *Our* Customer. *Our* platform will solely provide the payment details described above.

We do not access *Your* payment account, communicate any payment order to *Your* payment service provider or initiate any bank transfer on *Your* behalf.

6.3 If *You* are selling property, *You* can use *Our* platform to receive payments in Euros from the buyer or from someone acting on their behalf. *You* access *our* platform solely for the purpose of providing *Your* account details, reviewing the payment details shown via *Our* platform and receiving that payments. *You* can share those details with other parties involved in the property transaction so that the relevant payments can be made to *You*. Providing *Your* account details through *Our* platform does not constitute any instruction to *Us* to execute or initiate any payment on behalf of the buyer or the property or any other party involved in the transaction.

Where *You* act as *Our* registered Customer and have a payment account opened with *Us* on the basis of the relevant agreement *You* have entered with *Us*, *You* can share the details of such account via *our* platform to receive the relevant payments in such account.

6.4 *Our Services* are provided solely for the benefit of *Our Customers*, for whom *We* act as authorised collection agent under the relevant separate agreement. The purpose of *Our Services* is solely to facilitate payments for *Our Customers*.

6.5 *We* are not acting for *You*, and do not provide any payment or electronic money services, foreign exchange services or any other regulated services for *You*. *You* must check that payment details on *Our* platform are correct and complete before making or receiving any payment on the basis of those details as *We* do not do that for *You*. Once a payment has been sent, it cannot be recalled or cancelled.

7. Who can use *Our* platform?

7.1 To use *Our* platform, *You* must:

- (a) be over 18 years old;
- (b) have full capacity and legal authority to use the platform;
- (c) be acting as a buyer or seller of property or, as the case may be, other party involved in the real estate transaction, in *Your* own capacity. *We* are not acting on *Your* behalf; and
- (d) not be bankrupt, insolvent, undergoing reorganisation, subject to a moratorium, or otherwise unable to pay *Your* debts.

7.2 By accessing *our* platform, *You* agree to:

- (a) not to use the platform or arrange any payments using information made available through it in any manner that is not allowed by *Us* under these *Terms*;
- (b) promptly provide to *Us* any information *We* may reasonably need including documents proving *Your* identity, contact details, proof of address, proof of source of funds and details about *Your* financial and business affairs so that *We* can screen the relevant transaction made by or to *Our* Customer; and
- (c) ensure any information *You* provide to *Us* is accurate and up to date (particularly any bank account details).

8. How *You* can make or receive a payment

8.1 To make a payment, *You* may use the payment details made available via *Our* platform to give the relevant payment order to *Your* own payment service provider. *We* do not receive a payment order from *You*, initiate any payment from *Your* payment account or execute any payment on *Your* behalf. Regardless of this, *we* may apply verification procedures in relation to the payment details displayed to *You* via *Our* platform.

8.2 If *You* are selling property and have a payment account opened with *Us* and, via the platform, provide the details of such account to the buyer, then following receipt of the buyer's funds and completion of required compliance checks (including fraud screening), *We* will arrange, on behalf of *our* Customer, for onward payment of the funds to the payment account *You* have opened with *Us* and specified by *You*. If *You* are buying property, then following receipt of *Your* funds and completion of required compliance checks (including fraud screening), *We* will arrange for onward payment to the account specified by the seller via *Our* platform or by other person authorised to give payment information via *Our* platform. Note that *we* can only receive funds in Euros.

9. What fees do *We* charge to *You*?

9.1 *We* do not charge *You* any fees for using *Our* platform as a guest (i.e. where *you* have not registered with *Us* as a client). Please note that card providers, banks and other payment service providers may charge a fee for dealing with a funds payment and *You* should check this directly with that provider.

10. When can *We* make changes to these *Terms*?

10.1 *We* may make changes to these *Terms* or the *Services* where reasonably necessary and proportionate in the following circumstances:

- (a) to make them easier to understand for *You*;
- (b) to comply with changes in law or regulation;
- (c) to reflect changes in *Our* systems, platform or *Services*;
- (d) to reflect changes in the cost of providing *Our* *Services*;
- (e) to add new *Services*.

10.2 Any change to the *Services* will be made at no cost for *You*. *We* will inform *You* clearly and comprehensibly of any such change. Changes will not apply retrospectively or affect any of *Your* rights or obligations arising before they take effect.

Any updated version of these *Terms* will be made available on *Our* website at <https://www.redpincompany.com/terms-conditions> and will take effect on the date *we* notify them to *You*, except where applicable law requires prior notice, in which case *We* will specify the date on which they will take effect.

If any change to the *Services* negatively affects *Your* access to or use of the *Services*, *We* will inform *You*, reasonably in advance and by e-mail or another durable medium, of the nature and timing of the change and of *Your* right to terminate these *Terms*.

You may terminate these *Terms*, without charge, within 30 calendar days from receiving that information or from the date on which the change takes effect, whichever is later.

11. Limits on how You can use Our platform

11.1 You must not:

- (a) use Our platform in a way We reasonably believe might harm Our security or good standing or result in Us breaching any regulation or the *terms* of Our payment services and electronic money licence;
- (b) use or attempt to use Our platform or make available payment information via the platform for any fraudulent or illegal purpose;
- (c) provide Us with false or incorrect information; or
- (d) use Our platform or make available payment via the platform for speculative purposes.

12. When We may restrict Your use of Our Platform or decline to accept funds

12.1 We may restrict or suspend Your use of Our platform, or decline to accept funds on behalf of Our Customer at any time where We reasonably consider it necessary, including where:

- (a) We are required to do so to comply with applicable law, regulation, or regulatory requirements;
- (b) We have concerns about fraud, financial crime, sanctions, or other unlawful activity; or
- (c) The information provided by You is incomplete, inaccurate, or We require further information from you.

12.2 Where permitted by applicable law, We will inform You of any restriction, delay, or suspension and the reasons for it. However, We may not provide reasons where doing so would be unlawful or would compromise Our security or compliance procedures.

12.3 If You believe that a payment order You have given to Your own payment service provider is unauthorised or incorrectly executed, You must notify that provider in accordance with Your agreement with it. In addition, You must also notify Us of any unauthorised or incorrectly executed payment without undue delay. That means that You must act immediately and tell Us promptly about any incorrect payment.

13. Our liability

13.1 Under these *Terms*, Our role is limited to making Our platform available to You and acting on behalf of Our Customer. Any regulated payment or electronic money

service We provide in connection with the underlying transaction is provided to Our Customer, not to You.

13.2 Nothing in these *Terms* excludes or limits Our liability where such liability cannot be excluded or limited under applicable law. Subject to the foregoing, We are not liable to You for any loss from:

- (a) any delay or failure in the processing or completion of the relevant payment where the reason for the delay is out of Our reasonable control (for example, if the delay was caused by You or a third party);
- (b) Us restricting Your use of Our platform or declining to accept funds on behalf of Our Customer where We have a valid reason for doing so;
- (c) Any act or omission by You involving fraud, wilful misconduct or gross negligence (for example, where You have failed to check that payee account details are correct and genuine or have failed to check amounts); or
- (d) any unauthorised or incorrectly executed order independently instructed by You to Your bank or other payment service provider on the basis of the information made available at the platform, except to the extent directly caused by incorrect payment information displayed on Our platform due to Our breach of these *Terms* where You have not notified Us without delay.

13.3 We strive to provide platform services around the clock. However, from time to time, Our Services may be unavailable or delayed, or Our platform may be inoperable or suffer loss of function, due to system maintenance or for reasons outside Our control or as required by applicable laws, including (but not limited to):

- (a) Technical, IT and connectivity issues;
- (b) Payment processing times; and
- (c) Compliance checks under applicable laws.

We are not liable for any loss (including a delayed or aborted property transaction) resulting from any delayed availability or suspension of Our Services or from Our platform being inoperable, or suffering loss of function, pursuant to any of the circumstances described in clauses 13.2 or 13.3 above.

13.4 We are not responsible for the performance, acts or omissions of any other party involved in Your property transaction, including the application of funds once received by Our Customer.

13.5 We are not liable for any loss arising from delays or failures in onward transmission of funds based on the information made available in the platform, including where such delay is due to compliance checks, third-party

banking systems, or instructions from the real estate developer.

13.6 We do not guarantee that funds will be received within any specific timeframe.

13.7 We do not provide any advice, recommendation or opinion in relation to foreign exchange, payments or any underlying transaction. *You* are responsible for deciding whether to proceed with any payment.

13.8 We are not responsible for any loss or delay *You* suffer as a result of a dispute between *You* and a payee or other third party, including disputes relating to refunds and chargebacks. *You* agree that *We* will treat any payment *You* make as final and irrevocable, subject to Spanish law.

14. When *We* record conversations

14.1 *You* acknowledge that *We* may record telephone conversations with *You*, including any oral instructions *You* provide to *Us* during those conversations. *We* will inform *You*, at the start of any recorded call, that the call may be recorded. For information about how *We* process the personal data resulting from these recordings, including the purposes, legal basis and retention period, see clause 19.

14.2 Either *You* or *We* can use these recordings as evidence to deal with any dispute between *us*.

15. General

15.1 *Our* entire legal agreement with *You*, is set out in these *Terms*. This means *You* should not consider any previous verbal or written communication from *Us* to form part of *Our* legal agreement with *You*. *You* will not be able to rely on those communications unless they are replicated in *Our* legal agreement with *You*.

15.2 Even if *We* do not use a right under these *Terms*, the right remains and *We* can use that right in the future.

15.3 *You* agree that *We* can check *Your* identity, including the identity of *Your* shareholders or officers by using electronic databases. If *We* do this, *We* may keep records of the results in accordance with *Our* obligations under law.

15.4 If *You* are a consumer under the applicable law, *You* have the right to withdraw from these *Terms*, without giving any reason, within 14 calendar days from the date these *Terms* are concluded. *You* may exercise this right by sending *Us* a clear statement using the contact details in clause 3. *Your* right of withdrawal will cease once the *Services* have been fully performed.

You may, but are not required to, use the following withdrawal form:

To: Currencies Direct Spain, EDE, S.L.

I hereby give notice that I withdraw from my contract for the provision of the *Services*, concluded on [date].

Name: [●]

Address: [●]

Date: [●]

15.5 There are no third-party rights. Only the parties who have agreed to these *Terms* (that is *You* and *Us*) can enforce these *Terms*.

16. Force majeure

16.1 *We* are not responsible for any failure or delay in providing the *Services* to the extent caused by an event beyond *Our* control that could not reasonably have been foreseen or, if foreseeable, could not have been avoided, provided that *We* have taken reasonable steps to prevent or mitigate its effects. This does not affect liability or remedies that cannot lawfully be excluded.

16.2 Where reasonably practicable, *We* will notify *You* of any such event and its impact on *Our* platform or the relevant transaction.

17. Applicable law and jurisdiction

17.1 These *Terms* are governed by the laws of Spain. Any dispute relating to these *Terms* will be dealt with by the Spanish courts, unless mandatory consumer rules provide otherwise. In the event that *You* qualify as consumer, this choice of law will not deprive *You* of any mandatory protection afforded by the law of *Your* habitual residence that would otherwise apply. Any dispute will be subject to the courts competent under applicable law, including any mandatory consumer jurisdiction rights.

18. Sanctions and anti-money laundering

18.1 *We* are required to comply with laws and regulations relating to anti-money laundering, counter-terrorist financing and sanctions.

18.2 To meet these requirements, *We* may carry out checks on *You* and *Your* payment related to the transaction, including verifying *Your* identity and carrying out certain transaction screening.

18.3 *We* may delay, refuse, or stop a payment related to the transaction where *We* reasonably consider it necessary to comply with these requirements.

18.4 *We* may also report information about *You* or *Your* transaction to relevant authorities where required by law.

18.5 *We* may not always be able to tell *You* if *We* take any such action where doing so would be unlawful or would compromise *our* compliance obligations.

18.6 By using *Our* *Services*, *You* agree to provide any information *We* reasonably request and to comply with applicable laws.

19. How is *Your* data protected?

19.1 In order to provide *Our* Services, *We* will collect, use and share *Your* personal data, acting as the Data Controller of any personal data *You* provide to *Us*, or that *We* otherwise collect about *You*. By using *Our* Services, *You* acknowledge this processing, transmitting and using of *Your* personal data for the purpose of providing *Our* Services.

19.2 *You* may be required to provide certain information to enable *Us* to process *Your* payment. If *You* do not provide this information, *We* may not be able to provide *Our* Services. Depending on whether *You* are making or receiving a payment, *We* may collect: (a) identification data (name, address, date of birth, identity document); (b) contact data (email address, telephone number); (c) financial data (bank account details, payment card details, and, where required under clause 15, evidence of the source of funds); (d) transaction data (amount, currency, date and payment reference); and (e) call recordings, as described in clause 14.

19.3 *We* process *Your* personal data in accordance with the applicable Data Protection Law. This means *We* are required to handle *Your* data fairly, lawfully and securely, and only for legitimate purposes. *We* only process *Your* personal data where *We* have a valid legal basis under Data Protection Law. Depending on the purpose, this will be one of the following:

- (a) Compliance with a legal obligation (Article 6(1)(c) GDPR): to carry out identity verification, customer due diligence, and anti-money laundering, counter-terrorist financing and sanctions screening checks required applicable law on the prevention of money laundering and terrorist financing, and to report information to the Bank of Spain or other competent authorities where required by law;
- (b) *Our* legitimate interest, or that of *Our* customer (Article 6(1)(f) GDPR): to facilitate the payment *You* are making or receiving, to detect and prevent fraud, and to manage and resolve any dispute or complaint relating to *Your* payment;
- (c) Performance of *Our* contract with *Our* customer (Article 6(1)(b) GDPR): where *Your* data is processed as part of the arrangement *We* have with *Our* customer, for whom *We* act as authorised collection agent under clause 6.4;
- (d) Call recordings (Article 6(1)(f) and, where applicable, Article 6(1)(c) GDPR): *We* process the call recordings referred to in clause 14 on the basis of *Our* legitimate interest, to keep evidence of instructions given and transactions carried out and to resolve any dispute relating to a payment, and for quality control purposes; and, where applicable, on the basis of compliance with a specific legal obligation.

19.4 *We* may share *Your* personal data with:

- (a) the other parties involved in *Your* property transaction, including estate agents, notaries and lawyers (including lawyers acting for someone else involved in *your* property transaction);
- (b) banks, payment providers and financial institutions involved in processing *Your* payment; and
- (c) trusted third-party service providers acting on *Our* behalf as processors under a written contract in accordance with Article 28 GDPR (including, IT platforms, cloud services, identity verification and payment processing who support *Our* services and operate within the financial services and security sectors); and
- (d) regulators, authorities or law enforcement agencies where required by law.

19.5 Where any recipient in clause 19.4 is located outside the European Economic Area, *We* will only transfer *Your* personal data where: (a) the European Commission has issued an adequacy decision for the destination country; (b) the transfer is governed by the Standard Contractual Clauses approved by the European Commission; or (c) another appropriate safeguard under Chapter V GDPR applies, including, for transfers to certified *US* entities, the EU-U.S. Data Privacy Framework. *You* can request details of the safeguard used for a specific transfer by contacting *Us* as set out in clause 3.

19.6 *We* will retain *Your* personal data, including the call recordings referred to in clause 14, for as long as necessary for the purposes set out in this clause, and in any event for a minimum of 10 years from the date of *Your* transaction, in accordance with *Our* record-keeping obligations under Law 10/2010. *We* may retain data for longer where required to comply with a legal obligation, or to establish, exercise or defend a legal claim.

19.7 *We* have implemented appropriate technical and organisational measures to protect *Your* personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage, in accordance with Article 32 GDPR. If a personal data breach affecting *Your* personal data occurs, *We* will notify the Supervisory Authority and, where required under Articles 33 and 34 GDPR, *You*.

19.8 *We* do not make any decision producing legal effects concerning *You*, or significantly affecting *You*, based solely on automated processing without human review.

19.9 Subject to the conditions and exceptions in Data Protection Law, *You* have the right to: (a) request access to *Your* personal data; (b) request rectification of inaccurate data; (c) request erasure of *Your* data; (d) request restriction

of the processing of *Your* data; (e) object to processing carried out on the basis of *Our* legitimate interest; (f) request portability of the data *You* have provided to *Us*; and (g) withdraw any consent given, without affecting the lawfulness of prior processing. To exercise any of these rights, contact *Us* as set out in clause 3. *You* also have the right to lodge a complaint with the Agencia Española de Protección de Datos (AEPD), at www.aepd.es, if *You* consider that *Our* processing of *Your* personal data infringes Data Protection Law.

20. What do the capitalised and italicised words mean?

Authorised Person

means the person(s) *You* appoint to act on *Your* behalf.

Business Day

means any day on which *We* are open for business as required for the execution of a payment transaction.

Customer

means a person or entity that has entered into a separate agreement with *Us* for the provision of payment services and on whose behalf *We* act in connection with payments facilitated through *Our* platform.

Data Protection Law

means the data protection and privacy laws in effect in Spain as amended from time to time.

The *terms* **personal data**, **controller**, **processing**, **data subject**, **personal data breach** and **commissioner** shall have the meanings ascribed to them under the *Data Protection Law*.

19.10 We would also like to inform *you* that we have a Data Protection Officer who is responsible for monitoring compliance in this area, and whom *You* may contact at *your* convenience via: dataprotection@currenciesdirect.com

19.11 Where *We* ask *You* to provide personal data to provide *Our* Services, *You* must provide it, or *We* will not be able to process *Your* payment.

GDPR

means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Services

means the services provided by *Us* as set out in clause 6. Services do not include any payment or electronic money services or other regulated services, which *We* provide only to Customers under separate agreements.

Terms

means these *terms* and conditions as amended by *Us* from time to time.

We/Us/Our

means Currencies Direct Spain, EDE, S.L.

You/Your

means a person not registered with *Us* as a Customer who accesses *Our* platform for the purposes of making or receiving a payment.

Questions?

If *You* have a specific question, talk to *Our* helpful team on
+ 34 910 786 109 or e-mail: **contact@redpincompany.com**.

Currencies Direct Ltd is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Ref. 900669) for the issuing of electronic money. Currencies Direct Spain, E.D.E., S.L. is an authorised electronic money institution supervised by the Bank of Spain (Ref. 6716). Redpin and Redpin Payments are trading names of Currencies Direct Spain EDE S.L. and Currencies Direct Ltd. Full legal information: currenciesdirect.com/en-gb/regulatory-information