

Terms of Use

Money Transfer Services

This document was last updated on 4th July 2019. The Digital Capital website is operated by Digital Capital Ltd.

Digital Capital Ltd (www.digitalcapital.co.uk), is a company incorporated under the laws of England and Wales with registration number 10222334. We are authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations to provide payment service and issuing electronic money. Our FCA e-money register number is 900710.

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1. Introduction to Digital Capital online money transfer services

1.1. Digital Capital offers an online money transfer service. These Terms and Conditions constitute the entire agreement ("Agreement") between Us and You, being the individual registered user of the Service ("You" or "Sender").

1.2. This Agreement allows you to transfer money ("Transfer") to the person named on the Online Form ("Recipient ") and allows them to collect in cash at a designated location;

1.3. To use the Service for the first time, you must register by entering your personal information, a "User ID" (which is your email address and is used for identification purposes to login to your Profile) and secure password. For any subsequent transfers you make you can use your existing Profile using your User ID and password to login. All information provided by you shall be stored in your Profile, and shall be maintained by us or our "Service Providers".

1.4. By using, or attempting to use, the Digital Capital in any capacity, you acknowledge that you accept the terms of this Agreement. You must indicate your consent to this Agreement by ticking "I have read and agree to the terms and conditions "box prior to clicking "submit" ensuring all sections have been fully and accurately completed. If you do not, we may not be able to send the money. You must call us if any of the information you provide changes before the Recipient collects or receives the money.

1.5. You cannot send a Transfer on behalf of a third party.

1.6. For online to cash pick up transfers, you can either send the money within the same country or to a different country "Receive Country". The Recipient can only collect the money in the Receive Country and at the designated point of sale, as stipulated by you when submitting the transaction. Once your Transfer has been accepted by us and your money has been taken by us, the Recipient can collect the money at any Digital Capital point of sale in the Receive Country within the opening hours of the point of sale, in cash, in the currency

stipulated in your transaction. We will not contact the Recipient when the money is ready to be collected, so this is something you will need to do. We will of course inform you when the money is ready to be collected.

1.7. We will communicate with you with regards to the use of our service. We will use emails, unless we are required by law or regulatory requirements to communicate by other means. You can let us know how you want us to communicate with you and what information you would like to receive.

1.8. You agree to promptly update your records if your email address or other contact information in your Profile changes. Log in and follow the instructions online to update your Profile.

2. Using Digital Capital Services

2.1. You agree to use the Digital Capital Services only for bona fide and lawful purposes. You may not use the Digital Capital Services to conduct any illegal activity. We have the right to terminate your Profile and to stop (or reverse) any Transfer if we reasonably believe, you or the Recipient are using the Digital Capital Services for any illegal purpose or if:

(a) your debit card payment is blocked or reversed;

(b) the Transfer would be unlawful or break this Agreement. You agree that neither Digital Capital or any Agent or Service Provider will be held responsible or liable to you or any other person for such action except as required by law or regulatory requirements.

2.2. We may report suspicious activity to appropriate law enforcement organisations or other government agencies.

3. Fees and Currency Conversions

3.1. You must pay us the fee charged to you to complete a Transfer (where applicable) as stated in the Online Form. You will not be charged any other fee for the Transfer by us. For each Transfer you initiate, you authorise us (or any one authorised by us) to take payment from your debit card for the Transfer amount, plus a fee, calculated in accordance with Digital Capital fees & conversion charges, that may be charged to you for submitting the Transfer ("Consumer Fee"). Please note that in addition to the Consumer Fee applicable to a Transfer, a currency exchange rate may also be applied where applicable.

3.2. If you are paying by debit card and there are insufficient funds in your account, your financial institution may charge you a fee and your bank may also allow the payment by way of an unauthorised overdraft on your account and charge a fee and interest.

3.3. The financial institution that provides you with your debit card may impose fees in connection with your payment for a Transfer. Fees imposed by your financial institution or by any other person not directly a party to the Transfer, such as the Recipient's financial institution, will not be reflected in information regarding the Transfer. In addition, it is possible that other taxes or costs may apply to the Transfer that are not imposed by us or paid through us. It is not our responsibility to pay any levies or fees imposed by other institutions.

3.4. You are responsible for any costs and losses we incur if we make a Transfer and we are unable to collect payment for the Transfer from your debit card, or that payment is later reversed by your card provider or bank. However you will not be responsible if you tell us that the payment was not authorised by you, unless: (a) You may have acted fraudulently; or (b) you did not tell us that your Profile security details had been or might be misused before the payment was made (c) You have been grossly negligent in not keeping those details safe.

3.5. You can only send money in a certain currency or currencies. The calculator (which you can access before each Transfer and at any time before you confirm the Transfer) will specify which pay out currency is available in the Receive Country and (if different to the currency in which you pay us) what exchange rate will apply. Your chosen currency, the agreed exchange rate and the converted amount will be stated in the Online Form and in the Receipt.

3.6. For online to cash pick up Transfers to a Receive Country outside of the European Union, Norway, Iceland and Liechtenstein ("EEA"):

(i) if the Transfer amount is stated in U.S. Dollars, and the Recipient's Agent does not pay out in that currency, they will convert the money into the local currency using either their or Lycaremit's exchange rate;

(ii) if the money (whatever foreign currency it is sent in) is not collected within 30 days, the Recipient's Agent may recalculate the converted amount at the time of collection, using their or Digital Capital exchange rate.

4. Restrictions on Transfers

4.1. There are limits on how much you can send. We will tell you what they are. We may refuse to send the money or not allow it to be collected if we reasonably believe that:

- (a) by doing so we might break any law, regulation, code or other duty that applies to us;
- (b) doing so may expose us to action from any government or regulator; or
- (c) it may be linked with fraudulent or illegal activity.

Maximum Send Amount per Transaction - 2500.00 GBP. We reserve the right to request at any time further information or documentation from you in order that you can continue to use the Digital Capital Service.

4.2. Unless the law prevents us, you can call us so that we can tell you the reasons for our refusal and how you can put right any errors that led to our refusal.

4.3. Maximum cash pay-out amounts may apply from country to country and from time to time subject to the laws of the country and also the external point of sale policy. If You want to Send an amount exceeding this limit We may be able to pay the rest by cheque if the amount is within the Transaction limit but exceeds the cash pay-out limit of the country. We can advise you before you submit Your Transaction.

5. Cancelling and Refunding a Transfer

5.1. If you wish to cancel a Transfer, you can call us and request a refund of the Transfer amount. A cancellation fee of £15.00 may apply. Where possible please enclose a copy of your receipt. We aim to process such requests promptly but in any case within 30 days.

5.2. If you cancel a Transfer, we will generally reimburse any payments which you made to us before exercising your right of cancellation, but:

- (a) we may not reimburse the Consumer Fee as a reflection of the costs already incurred by us except when the cancellation is due to an error by Digital Capital Ltd; or
- (b) we will not reimburse you if we have paid the Receive Amount to the Recipient before we get your notice of cancellation.

5.3. If the Transfer was not made properly or did not arrive, we will refund the Transfer amount and the Consumer Fee if appropriate after investigating the circumstances surrounding the execution of the Transfer.

5.4. We will not be liable where you have not met your obligations in condition 8.3 and the money is paid to someone who gave the Agent what it reasonably believed to be valid identification for the Recipient ("Identification"). Identification will typically comprise a passport or other government issued identification document (the requirements differ depending on the Receive Country and you can find out what the requirements are from an Agent or via the "Customer Service / Contact Us" link on our website at www.digitalcapital.co.uk).

5.5. We will not refund you if we are not liable under clause 13 below.

6. Receiving a Transfer

6.1. A Transfer cannot be made until your identity and funding information has been fully confirmed by us.

6.2. Due to circumstances beyond our control such as exchange control regulations of the Receive Country, Transfers to certain destinations may be subject to delay or to restrictions imposed under the laws of the Receive Country.

7. Identification and Pay out

7.1. In order to collect the money and complete a Transfer, the following must be provided:

- (i) Identification;
- (ii) the Recipient's details from the Online Form,
- (iii) Sender's name
- (iv) Transfer amount.

7.2. For certain Transfers (depending on the Receive Country and Transfer amount), the Digital Capital reference number given to you may also be required to collect the money.

7.3. You must not give details referred to in condition 7.1 or (if they are required to collect the money) in condition 7.2 to anyone other than your chosen Recipient. You must do all you reasonably can to make sure no one else can obtain them - for example, by

- (i) not letting anyone see the Online Form;

- (ii) the Digital Capital reference number in a way that can be recognised, nor letting anyone overhear you tell the Recipient what they are; and
- (iii) not trusting a person (other than the Recipient) who tries to assure you it is safe to disclose some or all of those details to them.

8. Records of transfers

Records of your Transfers will be posted in your online Profile section which you may access at any time by logging in to your account.

9. Your Liability

- 9.1. You shall be responsible to provide correct and accurate data & update us on any changes.
- 9.2. You shall be responsible to use the Digital Capital Service for lawful purposes only.
- 9.3. You shall be responsible to send money to only legitimate persons.
- 9.4. You should regularly check for information about Transfers on our website and on your debit card statement, and you must contact us immediately at the contact given below if there are any discrepancies. If you call us we may ask you to follow up with details in writing within 10 working days.

10. Our Liability

- 10.1. We will not be liable for any delays or failures (force majeure) caused by any of the following including without limitation industrial action, problems with another system or network, mechanical breakdown or data-processing failures; or (b) our obligations under UK or EU law.
- 10.2. If you believe a Transfer was not made properly or did not arrive you must call us or write to us as soon as you reasonably can to enquire into the status of the Transfer. We will not refund money to you under condition 5.3 if you unduly delayed telling us about the problem and in any event told us more than 13 months after sending the money.
- 10.3. In no circumstances we shall be liable to you for any indirect losses, consequential losses, business, profits or opportunity loss or any other amounts howsoever arising.
- 10.4. In the event we are liable to you under this Agreement Our liability to you shall not exceed the amount you sent under the relevant Transaction.
- 10.5. Digital Capital Services are for persons 18 years of age and over only and may only be used for lawful purposes. If you ask us to pay someone who turns out to have defrauded you or who fails to meet their obligations to you, we will not be liable as a result.
- 10.6. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce this Agreement.
- 10.7. Nothing in this Agreement limits our liability should we act fraudulently or recklessly or otherwise excludes or limits our liability to the extent that we are unable to exclude or limit by law.

11. Termination

This Agreement constitutes the entire agreement between you and us regarding the use of the Digital Capital Service, and supersedes any prior agreements between you and us to the extent that they might otherwise apply to the Digital Capital Service. Otherwise, any such other agreements remain in full effect in accordance with their terms.

- 11.1. We will report transfers to any government authorities if we are required to do so by law.
- 11.2. If a Transfer was not made properly or never arrived, we will carry out a full investigation. We will keep you updated and inform you of the outcome of our investigation. Where there was a mistake in the Recipient's details you gave us, we will make every effort to recover the money.
- 11.3. This Agreement shall be governed by the laws of England & Wales.
- 11.4. We may, without notice (except as required by law) and without liability to you, terminate or suspend your access to the Digital Capital Service at any time, including without limitation, if:
 - (a) you attempt to Transfer or charge funds from an account that does not belong to you or from an account which does not have sufficient available funds or has expired,
 - (b) your financial institution attempts to charge back a Transfer on the basis of a dispute related to a Transfer;
 - (c) you provide incorrect or false information about yourself, your debit card details or about a Recipient;

- (d) you attempt to tamper, hack, modify or otherwise corrupt the security or functionality of the Digital Capital Service,
 - (e) we receive conflicting claims regarding ownership of, or the right to withdraw funds from a debit card account;
 - (f) you have breached a term or condition of this Agreement, or any representation or warranty that you make under this Agreement is false;
 - (g) we determine that your Profile is inactive or inaccurate;
 - (h) we believe that the Transfer may expose us to action from any governmental or regulatory authority.
- We may without liability to you, terminate or suspend your access to the Lycaremit Service at any time and for any reason by giving you 30 days' notice.
- 11.5. To close your Profile, contact Customer Service through the Website. If we close your Profile for any reason, we may, in our sole discretion, cancel your pending Transfer requests.

12. Data Protection

- 12.1. We will process the Recipient's and your personal information and the details of your Transfer on our systems in order to provide you and the Recipient with the Digital Capital Service and to prevent fraud. We will also obtain information about you from reputable reference sources as part of verification processes.
- 12.2. When you register online to use the Digital Capital Service, we will verify your ID. Upon satisfactory verification you will have access to all our services to send money.
- 12.3. In order to provide you with the service, we will share your personal details with our, agents and service providers, any of whom may be in a country other than your own for the purposes of providing the Digital Capital Service. We will share your personal information with our external ID verification providers and our direct partners who will initiate the transfer of your funds. Please note that we will not share the information with anyone else except as permitted or required by law or regulation.
- 12.4. Subject to your preferences we will contact you with details of any promotions. You can withdraw this consent at any time.
- 12.5. We will also use your personal details to contact you by, telephone, email or SMS to let you know about the products and services offered by Digital Capital Ltd from time to time. You can opt out at any time if you no longer want to receive any communications from us.
- 12.6. You may request access to your personal information, ask for the information to be corrected or updated, or withdraw your consent for marketing use at any time by emailing us at support@digitalcapital.co.uk or by calling us on +44 (0)20 8834 1240 (you may be charged for calls to this number made by mobile phone). We will carry out this action promptly following your request.
- 12.7. By completing the online form, you agree to our collection, use and Transfer of your and the Recipient's personal information for the above purposes, including Transfers to the Receive Country. Our Privacy Policy describes how we collect, protect, use and disclose your personal information and is available at www.digitalcapital.co.uk.

13. Contact Details and Customer Services

- 13.1. We are committed to ensuring that you receive a high-quality service from us. In the event that you are dissatisfied with the Digital Capital Service or believe an error has occurred with your Transfer, please contact us as soon as possible. For full details of our complaints procedure or consumer protection advice, or to submit a complaint, you can:
- (a) visit our website www.digitalcapital.co.uk and submit the online form;
 - (b) write an email to complaints@digitalcapital.co.uk; or
 - (c) write to us at: Customer Services Department, Digital Capital Ltd, 26-28 Hammersmith Grove, London, W6 7BA, United Kingdom.
- 13.2. We will deal with your complaint promptly and fairly. We will try our best to resolve your complaint at the first opportunity. In case we feel we need more time to resolve your complaint, we will send you an acknowledgement within five working days and send you a final response letter within 8 weeks of receipt of your complaint. If you do not receive our final response after 8 weeks or you are unhappy with our final response, you can write to:
- The Financial Ombudsman Service,
South Quay Plaza, 183 Marsh Wall,
London E14 9SR.

Phone: 0207 132 0015

Website: www.financial-ombudsman.org.uk

Email: _complaint.info@financial-ombudsman.org.uk.

You should do so within 6 months from the date of the final response. Please visit our website for more details.

14. Regulatory

We are authorised and regulated by the Financial Conduct Authority. Our FCA number is 900710.

15. Intellectual Property Rights

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