

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY
BEFORE USING OUR SERVICES OR USING THIS SITE**

- A. These Terms and Conditions (which we call simply the “Terms”):**
- i) are a legal document;
 - ii) set out the terms of a legal contract that come into being between you and us; and
 - iii) are a separate contract that applies when:
 - a) you use our website *payticket.moneynetint.com* (the “Site”); and/or
 - b) you use our Fine Payment Service (which is a word defined in Clause 4.2 below); and/or
 - c) you otherwise use our Services (which is a word defined in Clause 4.2 below) other than our Fine Payment Service.
- B. In these Terms, “we” “our” and “us” refers to Moneynetint Limited, an English company registered with company number 05246578, and with registered office address at Second Floor, 201 Haverstock Hill, London, NW3 4QG. Our main trading address is Stirling House, 9 Burroughs Gardens, London, NW44AU. We are regulated by the Financial Conduct Authority and are authorised under number: 900190.**
- C. To contact us, please email payticket@moneynetint.com or telephone our customer service line on +44 (0) 20 8819 9842.**
- D. Please ensure that You read these Terms carefully and check that ALL details You provide to Us are complete and accurate before You submit them to Us.**
- E. You may only use this Site or our Services if you are 18 years old or above this.**

1. BY USING OUR SITE YOU ACCEPT THESE TERMS

- 1.1 **Acceptance:** By using our Site or our Services, you confirm that you accept these Terms and that you agree to comply with them.
- 1.2 **Non-acceptance:** If you do not agree to these Terms, you must not use our Services or our Site.
- 1.3 **Copy of these Terms:** We recommend that you print a copy of these Terms for future reference.

2. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

- 2.1 **Other terms:** These Terms include the following additional terms, which also apply to your use of our Services and/or the Site:
- 2.1.1 Our [Privacy Policy](#) which sets out how we use information about you; and
 - 2.1.2 Our [Cookie Policy](#), which sets out information about the cookies on our site.

3. WE MAY MAKE CHANGES TO THESE TERMS AND THE SITE

- 3.1 **Changing these terms:** We may amend these Terms (and our Services and Site) from time to time.
- 3.2 **Keep checking these Terms:** Every time you wish to use our Services or our Site, please check these Terms to ensure you understand the terms that apply at that time.
- 3.3 **Most recent updates:** No changes have been made to these Terms since their original publication on 2 January 2019.

4. OUR SERVICE

- 4.1 **A Payment and an Instruction:** We operate, through this Site, a service to enable you to pay fines (each being a “**Payment**”) to relevant official authorities and rental companies in the list of supported countries available on the Site (see [INSERT LINK TO LIST OF COUNTRIES]) (each such relevant official authority or rental company being a “**Recipient**”). We do this:
- 4.1.1 by you supplying to us your details, the details of the Payment to be paid and details of the Recipient, via the functionality in the Site (for example we have specific methods for you to do this) (each set of details for a Payment being an “**Instruction**”); and
- 4.1.2 we facilitate such a Payment after we have received from you these details and the full amount of the Payment and our Charges (which are set out in Clause 5 below).
- 4.2 **Timing:** Subject to your compliance with the rest of these Terms:
- 4.2.1 we will make the Payment within a maximum of 4 English business days after you have provided us with a full Instruction (i.e. with everything set out in Clause 4.1);
- 4.2.2 For the purposes of the Payment Services Regulations, the time of receipt of your Instruction is when we receive the last of the details required by us to process your Payment. However, if that time does not fall on an English business day:
- (a) the time of receipt of your Instruction is deemed to be on the first English business day after that; and
- (b) if that time is after 4pm on an English business day, it will be deemed to have been received on the following English business day.
- 4.3 **Our services:** We call the service described in Clause 4.1 our “**Fine Payment Service**”. We may also offer other services through the Site or otherwise related to the Fine Payment Service. We refer collectively to all such services (together with the Fine Payment Service) as “**Services**”.
- 4.4 **Each Payment is a separate contract:** Each Payment is a separate service and forms a separate contract between you and us. Once we have processed your Instruction to execute a particular Payment to the Recipient, you cease to become a customer of ours unless you choose to make another payment using our Fine Payment Service in which case you become a customer under a new contract.
- 4.5 **Need for correct details:** When using our Fine Payment Service, it remains your responsibility to ensure all details are correct when you are supplying details of a Payment or a Recipient or details related to them. We are not responsible or liable for any failures owing to incorrect or incomplete information being supplied or for any failures not under our control (more detail of which is set out in Clause 17), although we will use reasonable endeavours to recover any funds involved in the Payment – but we may charge you reasonable charges to try and recover anything if you ask us to do so.
- 4.6 **Refusal to carry out services:** We reserve the right to refuse you any of our Services based on information you may (or may not) have supplied (provided we are complying with the law of course). This decision will remain at our sole absolute discretion. However, we will always notify you (unless it is unlawful to do so) at the earliest opportunity of:
- 4.6.1 the refusal;
- 4.6.2 if possible, the reasons for such refusal; and
- 4.6.3 where it is possible to provide reasons for the refusal and those reasons relate to factual matters, the procedure for rectifying any factual errors that led to the refusal.
- 4.7 **Our standards:** We will always use our reasonable care and skill in everything we do and we will always try and operate our Fine Payment Service in a timely manner, but we cannot give any assurance as to a precise timescale, apart from what we say in Clause 4.2.
- 4.8 **When additional information is needed:** If additional information is required to make a Payment, we may contact you for this information. Any failure by you to provide this information after it has been requested may lead to our inability to process a Payment – and/or to our abandonment of a particular Fine Payment Service for you.
- 4.9 **When you can’t cancel:** Once we have begun processing a Payment, it is not possible for you to cancel it or return it (although we may need to do so for good reason; for example, because the law requires us to).

- 4.10 **Your age:** You warrant that you are 18 years old or above this.
- 4.11 **Your full compliance:** All our obligations in respect of the Services are conditional on your full compliance with all the Terms.
- 4.12 **Our respective responsibilities:** Within the Fine Payment Service, our responsibility extends to making sure the Payment is sent to the Recipient on, and as per, your instructions. **However, it is your responsibility to ensure that the reason for any payment (such as paying off a fine) is discharged once we have executed the Payment in accordance with your instructions. So, if for example, we make a Payment to the Recipient as you instruct us, if there is any issue about the fine being paid, you must take it up with the Recipient. Our responsibility extends to execution-only payments as per your instructions.**
- 4.13 **Access through your internet connection:** You are responsible for ensuring that all persons who access our Services or Site through your internet connection are aware of these Terms and other applicable terms and conditions and that they comply with them.
- 4.14 **Before execution:** Before we execute the Instruction from you, we will always let you know the actual or reference exchange rate to be applied to the Payment and various other information which the Payment Services Regulations say we should provide.
- 4.15 **After execution:** After we execute the Instruction from you, we will always let you know a reference enabling you to identify the Payment (and, where appropriate, information relating to the payee), the amount of the Payment in the relevant currency; the amount of any charges for the Payment (and, where applicable, a breakdown of the amounts of those charges); information related to exchange rates

5. CHARGES

- 5.1 **Charges:** Our Site is made available free of charge. However, if you want to use the Fine Payment Service, there are charges (which we refer to as “Charges”) are as follows:

* **Payment Fee – 10 Euro per Payment. 12 US Dollar for customers using the service from within the US and 9 GBP for customers using the service from the UK.**

* **Exchange Rate – interbank exchange rate plus 2% mark-up.**

Note: The Charges are non-refundable in the event a Payment is rejected by the relevant Recipient for any reason which is not attributed to our fault or negligence.

- 5.2 **VAT:** All of the above Charges include VAT.

6. WE MAY SUSPEND OR WITHDRAW OUR SERVICE OR THE SITE

- 6.1 **Suspension/Withdrawal:** We do not guarantee that our Services, our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Services or the Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

7. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

- 7.1 **Keeping account details safe:** If you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 7.2 **Disabling accounts:** We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 7.3 **Tell us of any security breach:** If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at payticket@moneynetint.com.

8. INDEMNITY

- 8.1 **Indemnity:** You shall indemnify us for all damages, costs, charges, losses, liabilities and expenses incurred by us (including, without limitation, legal fees and costs) arising out of or connected to:

- 8.1.1 your use of the Site or our Services; or
- 8.1.2 your breach of any of the Terms.

9. HOW YOU MAY USE MATERIAL ON OUR SITE

- 9.1 **Ownership of Site material:** We are the owner or the licensee of all intellectual property rights used in our Services and in our Site, and in the material published on and through it and them. Those works are protected by copyright and intellectual property laws and treaties around the world. All such rights are reserved.
- 9.2 **What you may print:** You may print off one copy and may download extracts, of any page from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site.
- 9.3 **No modification and restricted use:** You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 9.4 **Acknowledgement of our status:** Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.
- 9.5 **No commercial purposes:** You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 9.6 **When your rights stop:** If you print off, copy or download any part of our Site in breach of these Terms, your right to use our Site and our Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 9.7 **Trademarks:** You are not permitted to use any of our trademarks without our prior written approval.

10. DO NOT RELY ON INFORMATION ON THIS SITE

- 10.1 **Information on this site.** Other than when you use our Fine Payment Service for which we apply Charges:
 - 10.1.1 the content on our site is provided for general information only and is not intended to amount to advice on which you should rely;
 - 10.1.2 you must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site; and
 - 10.1.3 although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

11. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

- 11.1 **Links:** Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 11.2 **No control over others:** We have no control over the contents of those sites or resources.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

- 12.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 12.2 In respect of the use of any of our particular Services, our maximum aggregate liability in any circumstance is limited to the greater of: (i) £5; or (ii) the amount we have charged you for (and been paid for) those particular Services.

If you are a business user:

- 12.3 We exclude all implied conditions, warranties, representations or other terms that may apply to our Site, our Services or any content on it or them.
- 12.4 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 12.4.1 use of, or inability to use our Site or Services; or
 - 12.4.2 use of or reliance on any content displayed on our Site.
- 12.5 In particular, we will not be liable for:
 - 12.5.1 loss of profits, sales, business, or revenue;
 - 12.5.2 business interruption;
 - 12.5.3 loss of anticipated savings;
 - 12.5.4 loss of business opportunity, goodwill or reputation; or
 - 12.5.5 any indirect or consequential loss or damage.

If you are a consumer user:

- 12.6 Please note that we only provide our Services and Site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.7 If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 13.1 **Privacy Policy:** We will only use your personal information as set out in our [Privacy Policy](#).
- 13.2 **Consent:** We may need to supply any information or documentation you provide to us connected to the Services to a relevant third party (such as the Recipient!) in order to carry out the Services. In supplying this information or documentation to us you are consenting for your data to be used in this way.

14. UPLOADING CONTENT TO OUR SITE

- 14.1 **Content Standards:** Whenever you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our site, you must comply with the content standards set out in our [Acceptable Use Policy](#)].
- 14.2 **Warranty and indemnity about content standards:** You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 14.3 **Uploaded content:** Any content you upload to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy and otherwise use that content and to distribute and make it available to third parties for the purpose of, and to the extent necessary for, providing you with the Services.
- 14.4 **Disclosure of your identity:** We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 14.5 **Right to remove postings:** We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).
- 14.6 **Your responsibility for backups:** You are solely responsible for securing and backing up your content.

15. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

- 15.1 **No guarantee about viruses/bugs:** We do not guarantee that our Site or Services will be secure or free from bugs or viruses.
- 15.2 **Your responsibility for your IT and for virus checking:** You are responsible for configuring your information technology, computer programs and platform to access our Site. You should use your own virus protection software.
- 15.3 **Rules for use of our Site and Services:** You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site and Services will cease immediately.

16. RULES ABOUT LINKING TO OUR SITE

- 16.1 **Linking to our home page:** You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 16.2 **No association:** You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 16.3 **Restrictions on linking:** You must not establish a link to our site on any website that is not owned by you.
- 16.4 **No deep linking or framing:** Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.
- 16.5 **Withdrawal of permission:** We reserve the right to withdraw linking permission without notice.
- 16.6 **Content standards:** The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).
- 16.7 **Talk to us!** If you wish to link to or make any use of content on our Site other than that set out above, please contact payticket@moneyonetint.com.

17. EVENTS OUTSIDE OUR CONTROL

- 17.1 **Events outside our control:** We will not be liable or responsible for any failure to perform, or any delay in the performance of any of our obligations under these Terms when these are caused by events or circumstances outside our control. Examples of this are a rejection of a Payment by any relevant Recipient for any reason (other than our fault or negligence); although there could be many other examples too.
- 17.2 **Suspension:** While all this is happening, our obligations under these Terms will be suspended for the duration of the event outside our control.

18. OTHER IMPORTANT TERMS

- 18.1 **Transfer of rights:** We may transfer our rights and obligations under these Terms to another organisation. This will affect neither your rights nor our obligations under these Terms. You may not transfer your rights or obligations.
- 18.2 **Contracts and parties:** Any contract formed by these Terms (and each separate contract in respect of each instance of a Fine Payment Service) is between you and us. No other person shall have any right to enforce any of the Terms between you and us.
- 18.3 **Separate paragraphs:** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of these are unlawful, the remaining parts will remain in full force and effect.
- 18.4 **Non-waiver of rights:** If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or delay in doing so, this should not be interpreted as a waiver of our rights or your obligations in line any agreement between you and us.

18.5 **Ignore clause headings and paragraph headings:** Clause headings and paragraph headings are for convenience and ease-of-readability only. Ignore them when interpreting any paragraph.

19. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

19.1 **When you are a consumer:** If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England will have exclusive jurisdiction except that if you are a resident of a state of the European Economic Area, you may also bring proceedings in your country of domicile. Also, please note that nothing in these Terms takes away any statutory or consumer rights you have.

19.2 **When you are a business:** If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England.

19.3 **Complaints:** If you have a complaint about us or want to dispute something with us, please provide full details in writing either by posted letter to us at the address at the start of these Terms or by email to payticket@moneyint.com. We aim to provide a full response within 28 days of our having received that notice. Please also see details in the next section about our regulator.

20. DETAILS ABOUT US AND OUR REGULATOR

20.1 **Us:** MoneyNetInt Limited is a company incorporated under the laws of England (registered number: 5246578) whose registered office is at 201 Haverstock Hill, London, NW3 4QG, United Kingdom. Email: payticket@moneyint.com Website: www.moneyint.com Tel: +44 (0) 20 8819 9842

20.2 **Our regulator:** MoneyNetInt Limited is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 to issue electronic money (e-money) and provide payment services under authorisation number 900190. The address of the FCA is 25 North Colonnade, Canary Wharf, London E1F 5HS. Web: www.fca.org.uk Tel: +44 20 7066 1000. Fax: +44 20 7066 1099.