

## FOREIGN CURRENCY Terms and Conditions

### 1. Description

This Service enables Customers to request foreign currency online.

### 2. Available to

This Service is available to individuals aged 18 years or over, resident in the Isle of Man using an Isle of Man regulated bank debit or credit card. Orders can only be placed by registered cardholders of the payment cards used for paying for the orders.

### 3. Definitions

- 3.1. 'Business Customer' means any person or company using the Service to assist their business or for monetary gain.
- 3.2. 'Charges' means the charges for the use of the Service as set out in point 8 below.
- 3.3. 'Credit Account' means a credit account agreed between You and the IOMPO upon the terms set out in the Terms and Conditions.
- 3.4. 'Customer' means any legal person applying for the Service.
- 3.5. 'IOMPO' means the Isle of Man Post Office (a statutory board of Tynwald).
- 3.6. 'Personal Customer' means Customers who use the Service normally for convenience only.
- 3.7. 'Service(s)' means the foreign currency online services.
- 3.8. 'Terms and Conditions' means the general terms and conditions which apply to the delivery of the Service and which can be found at [www.iompost.com](http://www.iompost.com).
- 3.9. 'Website' means [www.iompost.com](http://www.iompost.com).
- 3.10. 'We', 'Us' and 'Our' means the IOMPO.
- 3.11. 'You' and 'Your' means the Customer.

### 4. General Terms

The Terms and Conditions apply to the provision of these Services by the IOMPO.

### 5. Application

- 5.1. Orders can be placed only by registered cardholders of the payment cards used for paying for the orders.
- 5.2. Access to the Service is via a direct link from the Website.
- 5.3. By utilising this Service You confirm that You:

- 5.3.1. are at least eighteen (18) years of age,
- 5.3.2. are the registered holder of the payment card,
- 5.3.3. acknowledge that You have read and understood these terms and conditions, and
- 5.3.4. agree to be bound by them and to comply with all applicable laws and regulations.

5.4. You agree also to use this Service to order foreign currency for holiday or business travel purposes only.

## **6. Orders**

- 6.1. You agree to provide the information required to process your order. A minimum order value and maximum order value limit for foreign currency may apply and, if applicable, will be detailed on the online ordering screen. The maximum value applies over any ten (10) day period. IOMPO reserves the right to amend these limits from time to time.
- 6.2. IOMPO only stocks certain denominations of foreign currencies listed on the online ordering screen and You agree that You will place Your order in accordance with the denominations available, failing which, You agree that Your order will automatically be rounded to the next available denomination. Accordingly, IOMPO reserves the right to vary order values, from time to time, at its discretion, without notice and without liability to You.
- 6.3. To place an order, follow the instructions on the online ordering screen. IOMPO reserves the right to request further information from You at any time to enable IOMPO to complete Your order and/or to comply with regulatory requirements. It is important therefore that you provide correct contact details so IOMPO can reach You should it need to obtain further information to process Your order. Please note, if IOMPO is unable to contact You this may result in Your order not being completed and a full refund being applied to Your card.  
IOMPO reserves the right not to conduct business with You for any reason at IOMPO's absolute discretion and You will be notified of any such decision.
- 6.4. By placing the order, You confirm that the details contained in the order are correct in all respects. A contract between You and IOMPO is formed when Your debit card payment has been accepted by IOMPO's payment acceptance partner and Your order cannot be withdrawn or altered after this point. The system will display a confirmation screen, and send an email to the email address you supplied, setting out the details of Your order. Please print a copy of the confirmation screen for Your records. This confirms receipt of Your order.

## **7. Foreign Currencies and Rates**

This Service is available only for the currencies listed from time to time on the online ordering screen. The exchange rates quoted by IOMPO may be updated at any time. Should extreme fluctuation in the exchange rate occur between You placing Your order and the dispatch of Your order, IOMPO shall have the right to cancel Your order.

## **8. Delivery**

- 8.1. Your order will be delivered as requested by You, either to the post office branch designated by You on the online ordering screen, or the billing address of the debit card used to pay for the order.
- 8.2. For delivery to the billing address, IOMPO utilises its Special Delivery service to deliver Your order. Special delivery requires a signature on receipt of Your order. If, for any reason, You do not receive Your order within the timescales set out on the Foreign Currency page on the Website please contact IOMPO Customer Services as detailed in the "Contact us" page of the website accessible through the online ordering screen. A thorough investigation shall be undertaken and a replacement order, alternative delivery or refund may be arranged where appropriate. IOMPO may charge You for the replacement order whilst it investigates the reason for non-delivery or may charge You for the replacement order at

the completion of the investigation. IOMPO cannot accept any responsibility or liability for safe delivery beyond the handover of the relevant order to Your chosen delivery address or any liability for fraudulent acts committed by any third party. IOMPO will not be responsible for any redirected items. Please contact IOMPO if You have a redirection order in place.

- 8.3. For collection at the designated post office branch address, as the cardholder You will be required to produce provide evidence of Your identity, which may be in the form of either Your passport or photo driving licence. In the event of non-delivery of Your order by close of business on the requested delivery date, the branch will discuss alternative arrangements with You. You may also contact Customer Services as detailed in the "Contact us" page accessible through the online ordering screen.
- 8.4. The delivery timings for orders are as stated in the Foreign Currency page on the Website . IOMPO reserves the right to amend the delivery timings from time to time and, in the event of such an alteration, will endeavour to notify You as soon as is reasonably possible by telephone or email.

## **9. Buy Back Service**

Please note You can change back Your foreign currency into sterling at certain IOMPO branches on production of a receipt from the original purchase. IOMPO buy back only currencies in the denominations that they sell and do not buy back coins. Buy back rates may differ to sell rates.

## **10. Personal Information And Security**

- 10.1. For online security IOMPO utilises secure server software. Details of how IOMPO may use your personal information are set out in IOMPO Online Privacy Policy and IOMPO Security Statement, links to both of which appear on the online ordering screen.
- 10.2. For payment security, IOMPO will only accept card payments that have passed 3DSecure. 3DSecure is an authenticated payment system that provides online security for all parties (cardholders, merchants and card issuing banks) involved in an online transaction against unauthorised use. Cardholders are required to set up a password for their card online which is validated by the card issuer each time they make an online payment otherwise known as 'Verified by Visa' or 'MasterCard SecureCode' or 'Amex SafeKey'. 3DSecure provides an additional layer of protection against fraud using online payment methods.

## **11. Limitation of IOMPO's Liability**

- 11.1. IOMPO shall make every effort to process orders placed via this Service without any delay. However, you agree that delays can sometimes occur due to technical problems or matters out of IOMPO's control.
- 11.2. IOMPO uses reasonable care and skill in providing this Service. However, IOMPO does not warrant that access to this Service shall be continuous, uninterrupted, secure, error free or free from viruses. IOMPO shall not be liable to you for the following:
  - 11.2.1. If IOMPO is unable to perform any of its obligations to you due to the failure of any technical systems or for any other reason beyond IOMPO's reasonable control including amongst other things, war, terrorism, government action, natural disaster and industrial dispute;
  - 11.2.2. For any damage to your computer equipment as a result of using the Website or this Service;
  - 11.2.3. For any claims or damages (including, without limitation, indirect or consequential loss, loss of profit and whether in contract or in tort) suffered by you or incurred from your use or delay or inability to use the Website or this Service however caused.
- 11.3. IOMPO's maximum liability to you in respect of each use of this Service shall be to refund the purchase price of your order. These Terms and Conditions, the disclaimers and limitations of liability shall not apply to any damages arising from death or personal injury caused by the negligence of IOMPO or any of its employees or agents or for fraud. If any provision of these Terms and Conditions including these disclaimers and limitations shall be unlawful or unenforceable then such provision shall fall away and shall

not affect the validity and enforceability of the remaining terms or any of your statutory rights which cannot be excluded by these Terms and Conditions.

## **12. Disclaimer**

None of the information provided in connection with this Service constitutes, nor should it be construed as financial advice. IOMPO provides information using all reasonable endeavours to achieve accuracy but this cannot be guaranteed. IOMPO therefore does not warrant the accuracy of any information provided and excludes any implied warranty, in particular relating to exchange rates, market prices and data. Neither IOMPO, nor any entity from which it receives information, shall be liable for any investment or other decisions made on the basis of the information provided.

## **13. Governing Law**

These Terms and Conditions are governed by and construed in accordance with Isle of Man Law.

## **14. Special Conditions**

14.1. Important Notice- Please note that the provision of foreign currency involves special risks which may affect the value of an order placed by virtue of fluctuation in exchange rate as a result of changes in financial markets. Please note that such changes are outside the control of IOMPO and, in extreme situations and without prior warning, may affect the provision of this Service. In such cases, IOMPO shall have the right to cancel Your order. You should be aware that the historical performance of a foreign currency is no indicator of its future performance.

14.2. Please note that if YOU are arriving in the Isle of Man and are carrying more than 10,000 euros (or the equivalent amount in another currency), you must complete a Cash Declaration form (C9011). Copies of these forms will be available at the port or airport of your entry to, or departure from, the Island and online from the Isle of Man Customs and Excise website at [www.gov.im/customs](http://www.gov.im/customs). It is your sole responsibility to meet the currency import and export measures and requirements of the IOM and any country You may be visiting. IOMPO shall have no liability whatsoever in relation to any losses, damages or claims You may suffer as a result of Your failure to comply with these measures or requirements.

14.3. Please note that foreign currency availability may be subject to monetary limits, currency exchange restrictions and anti-money laundering regulations.

14.4. Anti Money Laundering/Fraud Prevention/Counter Terrorism Financing

IOMPO's foreign currency services are regulated by the Isle of Man Financial Service Authority ("FSA") and we reserve the right at all times to decline any order, at any stage, which we believe contravenes its obligations under the applicable laws and regulations. IOMPO IOMPO

14.5. Order Changes and Cancellation

Due to the nature of foreign currency as a money product, once an order has been submitted it cannot be changed. Any changes will be regarded as a cancellation by IOMPO. Cancellation can be undertaken only prior to dispatch of Your order by IOMPO. IOMPO, at its discretion, reserves the right to apply a cancellation charge up to the value of twenty pounds (£20) per order. IOMPO reserves the right to cancel any order prior to delivery to either your designated post office branch, or our billing address due to extreme fluctuation in financial markets outside IOMPO's control as specified in the terms and conditions. If this occurs, IOMPO will endeavour to notify You as soon as is reasonably possible by telephone or email to enable You to re-enter Your order. In any event, please note that IOMPO does not refund cash advance charges made by Your payment card issuer.

## **15. Charges and Payment Terms**

15.1. The amount You have to pay for Your order shall be paid in sterling and calculated in accordance with the total amount of the foreign currency ordered by You and converted into sterling in accordance with the relevant exchange rate(s) as specified in [point 6].

- 15.2. You can pay for Your order utilising most debit cards issued in the United Kingdom (Delta, Switch) providing the card is registered in Your name and there are sufficient funds available to cover Your order and Charges. Payment will be taken on the day of Your order and should appear on Your payment card statement three (3) working days later.
- 15.3. Your debit card issuer may charge You interest and/or fees on paying by credit and/or debit card as they consider it a cash advance. This is not a service charge made by IOMPO and You acknowledge that IOMPO has no control over and is not liable for such charges. Should Your order be cancelled, the funds should show as available in your account within the next three (3) working days.