



CLARITY GLOBAL

Terms & Conditions

2024



1. Consent

These Terms of Service ("Terms") govern how Clarity Global or "Company" with its registered address at 125-9th Avenue Southeast, Suite 2000, Calgary, Alberta, T2P0P6, registration number 2024267623, and licence number M22927420 interacts with visitors to the website and individuals or entities that register to use the services ("visitors," "users," or "you") through the website, www.clarityglobalinc.com, (the "site") and any of its subdomains, mobile applications, and related services (collectively, the "Services").

The terms "we," "us," and "our," as used anywhere in this Agreement, refers to Clarity Global, together with its employees, consultants, directors, successors, affiliates, and assignees.

By accessing or using any of our Site or our Services, you accept and signify your consent to the practices described in these Terms. If you do not agree with the policies and practices in these Terms, your choice is not to use this Site or the Services in connection with this Site. This Agreement governs the terms under which you may access and use the services provided via our website (the "Service"). By accessing and using the Service, you agree to this Agreement, Terms and Conditions, and associated Privacy Statement as provided herein.

The Service is offered to enable you to send money remittances from one place to the other anywhere in the world. You should only use the Service to send money to people you have a close personal relationship with or trust, and never strangers, as many frauds are perpetrated over the Internet or through social networking.

The Service is designed to allow people to send and receive money around the world but may not be available in certain countries depending on local laws and regulations.

2. Definitions

"Account" - A digital account provided by the EMI to its customers for storing electronic money and conducting transactions.

"Cancelled Transaction" - A transaction that has been voided or nullified, typically due to customer request, non-authorization, or other specified circumstances.

"Conversion Rate" - The exchange rate used by the EMI for converting one currency into another during transactions.

"Electronic Money" - Digital representation of monetary value stored electronically, issued by an EMI, and used for making payments or transfers.

"Electronic Money Transfer" - The process of transferring electronic money from one account to another, either within the EMI system or external accounts.

"Electronic Money Wallet" - A digital wallet or account provided by the EMI to store electronic money and facilitate transactions.

"EMI" - An Electronic Money Institution, a financial institution that enables digital transactions and provides electronic money services for its clients.

"Money Transfer" - A unique transaction created when you instruct the Service to send money to a Receiver.

"Payment Services" - Services provided by the EMI for the execution of payment transactions, including fund transfers and e-money payments.



"Privacy Policy" - The document that outlines how the EMI collects, uses, and protects customer data and information.

"Received Amount" — The amount to be paid out to the Receiver, prior to our fees, any local charges or taxes that may be applied in the Recipient Country.

"Receiver" — The person or a legal entity who receives money from a Sender through the Service;

"Recipient Country"- The country where the Receiver receives money through the Service.

"Refund" - The process of returning the electronic money or funds to the customer's account due to cancellation, return, or other valid reasons.

"Remittance Fee" - A fee for transferring funds from one account to another, typically associated with EMI transactions.

"Sender" — A person or a legal entity who uses the Service to send money. A Sender (if an individual) must be at least eighteen (18) years old to access or use the Service and be able to form legally binding contracts under applicable law. We have the right not to accept you as a Sender at our sole discretion.

"Terms of Service" - The agreement that governs the use of the EMI services and the rights and responsibilities of both the EMI and the customer.

"Top-up" - Adding funds or electronic money to the customer's account or e-wallet.

"Transaction History" - A record of all the transactions the customer conducts, including payments, transfers, and account activities.

"User Credentials" - The unique identification information the customer provides to access and use the EMI services, such as usernames, passwords, or security tokens.

3. Privacy

All visitors and users of the Site and the Services are subject to our Privacy Policy. You may view the Privacy Policy at https://www.clarityglobalinc.com/Policies/clarityglobal_Privacy_Policy.pdf

4. User Responsibilities

By accessing or using any of our Site or our Services, you accept and signify your consent to the practices described in the Privacy Policy. If you do not agree with the policies and practices contained in these Terms, your choice is not to use this Site or the Services in connection with this Site. By using the Site and Services, you agree to abide by all applicable local, national, and international laws and regulations in connection with your use of the Site. You acknowledge and agree that your use of the Internet and access to the Site is solely at your own risk.

Clarity global service terms and conditions

Clarity global money transfer and remittance service is subject to the following



5. Terms and Conditions

If you submit a Money Transfer transaction via our Website, your request that we process your Money Transfer is an offer on your part, and we may accept or reject your offer at our sole discretion. If such an offer is accepted by us, then a Sender may send a Money Transfer to a designated Receiver anywhere in the world where Clarity Global offers its Service over the Internet or through other electronic communication channels. Certain Money Transfers that exceed certain principal amounts, and/or transfers to certain destinations may take longer or be subject to additional restrictions. Clarity Global reserves the right to limit the principal amount of a Money Transfer or to decline to accept or pay any Money Transfer that it or its agents determine in their sole discretion violates any applicable law or Clarity Global policy. When required by applicable law, Money Transfers sent or received will be reported to federal, provincial, local and/or foreign authorities.

6. Age Restrictions

For individuals, you must be 18 years of age or older to use the Site and the Services.

7. Country Restrictions

Clarity Global complies with the relevant applicable laws for AML/CFT. It does not provide services to clients from countries where local and international governmental organisations have imposed sanctions. Clarity Global abides by the Company's blocked list policy. Applicants from these jurisdictions will be rejected.

Clarity Global doesn't provide the service to Quebec province residents or US nationals.

8. Maintaining Security

You are responsible for maintaining the security and confidentiality of your account and password. You are responsible for any and all activities that are conducted through your account. Please notify us immediately of any unauthorised use of your account or any other breach of security. Although Clarity Global has taken measures to ensure the confidentiality of communications and materials transmitted to or from the Site, please understand that no data transmission can be guaranteed to be 100% secure.

In case of any breach of security measures involving personal information that poses a real risk of significant harm to a user, the user will be notified within the shortest time possible.

9. Fees, Payment, and Currency Exchange

Remittance Fees - In consideration for the use of the Service, you agree to pay Clarity Global a fee for each Money Transfer initiated by you at the applicable rate then in effect (the "Remittance Fee"). The applicable Remittance Fee for your transaction will be per the posted fees found on the website, plus any applicable fees for additional services.

10. Administration Charge

If funds are left in the account with Clarity Global for more than 10 days, Clarity Global is entitled to a non-refundable administration fee of 10% per month (minimum 75 EUR) monthly. The administration charge will be deducted from the principal amount of the balance.



The fees for the specific services of Clarity Global, the currency exchange rate, their calculation, as well as other amounts payable to Clarity Global, are specified in the Standard Rates on the Website for the individuals and in the agreement for the corporate clients.

Clarity Global has the right to unilaterally change the fees and fees set forth in the Clarity Global agreements and/or the Standard Rates and undertakes to publish them in accordance with the procedures established by Clarity Global.

11. Cancellations and Refunds

Cancellation of a transaction is when a client has sent funds from an account he/she opened with us to an outside financial institution, but the transaction, for various reasons, was stopped or halted. A refund is when the client has sent funds from an outside financial institution to an account he/she opened with us, and the transaction was cancelled and returned to the original sender.

12. Cancelling a Transaction

A client may cancel a transaction only if the transaction was not executed by the Company. If the transaction is sent for execution, the transaction cannot be cancelled. All cancellation requests must be received by email using the client's registered email: support@clarityglobalinc.com.

Clarity Global has the right to cancel any non-fully funded transactions after 3 business days of initiating. If the client initiates multiple transactions for multiple recipients but does not have sufficient funds for the total of these transactions, Clarity Global will proceed in random order and as it seems right.

No transaction may be cancelled if the transaction was already executed by the Company. A transaction is considered completed when it is processed and executed by the Company.

If the client cancels more than three (3) transactions in a period of 365 days, the client agrees that the Service Fee will not be refunded, and Clarity Global reserves the right to restrict access to the services. These restrictions may be the right to proceed with a transaction prohibited for a period chosen by us.

The client will have to contact and make an arrangement with the recipient to send the money back to the client. Hence, it is always advisable to only send money transfers to people you know and trust who you're sure will refund the money once contacted.

13. Refund

All refunds will be credited to the same Payment Method of the external financial institution used to fund the account. In the case the originator is unable to receive funds or the Company cannot send funds to the originator, the Company will request an alternative destination owned by the same client. The Company has the right to request supportive documents for establishing the ownership of the destination. In the event of a dispute on the amount or on the status of delivery, the client must provide us with evidence such as verifiable bank statements or any other document that we may request at our sole discretion.

Clarity Global will hold the funds until instructions are received from the client on where to send them. The Company will send the amount after the deduction of all applicable fees. The refunded amount should appear on the account within 14 days.



14. Special Services

SMS, email, or other electronic notification to the Receiver that the Money Transfer is available to the receiver is offered in certain international destinations.

15. Identity Verification

To comply with applicable laws, we reserve the right to request additional documents and/or information in order to obtain, verify and record information about you. By using the Site and Services, you agree from time to time to respond to a verification call to the telephone number registered with your account or your current telephone number on file. You also agree to a video verification whenever we see it necessary. You authorise us to verify the information that you provide to us, including by obtaining information from third parties for you.

If the information you provide for your account is not satisfactory and does not meet our risk assessment criteria, we reserve the right to deny you our service, and your money will be refunded via your original payment method.

We may provide information about you and your financial transactions to government authorities and law enforcement agencies. We reserve the right to report any suspicious financial transaction to the relevant government authorities, including law enforcement agencies.

You agree that Clarity Global, in its sole discretion, may terminate your account or restrict your use of the Site or the Service at any time and for any reason sees fit. You agree that any actions taken under this section may be affected without prior notice to you.

16. Termination of your Account by you

16.1. You have the option to terminate your account opened with Clarity Global and its associated Terms anytime by notifying us via email. In such an event, we shall terminate the Account and inform you accordingly via confirmation, sent to the email address which you have provided during onboarding

16.2. Process of the Account termination should be finalised by us within 2 working weeks.

17. Termination of your Account by us

17.1. Clarity Global reserves the right to terminate your account or stop providing our services for any reason, with one-month prior notice sent by email.

17.2. Furthermore, we may suspend or terminate your account or use of our services immediately in such cases:

17.2.1. Clarity Global has reasonable beliefs that its Services or your Account are accessed or used breaching applicable Laws, involved in fraudulent activity, money laundering, terrorism financing, or any other criminal activity;

17.2.2. Clarity Global is unable to verify your identity during the Ongoing Compliance check;

17.2.3. Clarity Global is unable to verify any information related to your Account or transactions made to or from such an account or, to the contrary, can refute the provided information;



17.2.4. Clarity Global becomes aware of any legal proceeding or dispute of yours with a partner bank, independently if such dispute or proceeding is related to Clarity Global's services;

17.2.5. Clarity Global believes that you have provided false or misleading information of any kind, forged documents etc.;

17.2.6. Clarity Global is bound to do so under the relevant applicable legislation;

17.2.7. Clarity Global is no longer authorised to provide its services or unable to do so due to any other reason.

17.3. If your Account has no activity (no transactions made) for at least 5 (five) months, we may terminate your Account and provision of services. In such an event, we send the respective notification letter to you at least 1 (one) month ahead of the intended Termination date.

17.4. Whenever your Account is terminated, any outstanding Transactions should be processed, subject to our review and approval, depending on the reason for termination, and the remaining balance should be returned to you, less applicable Fees and other payments due to us within 30 (thirty) Business Days following the notice of termination. You will be obliged to pay us any outstanding fees if, at the time of your Account termination, its balance is less than the amount of the Fees you owe us.

18. General

We are not liable for any losses not directly associated with any incident that may cause you to make a claim against us, nor are we liable for loss of profits, loss of business, loss of goodwill, or any form of special damages.

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 responsibilities by providing such information as we may request.

19. Recall of Funds

In the event we receive a request from other financial institution, bank, any counterparty of the user, a regulatory body and any other third party (the "Demanding Party") whereby demanding a recall of the wire transferred funds that previously sent from and/or settled with us ("Recall"), the following additional terms shall apply:

19.1. We will be entitled to immediately suspend any activity whatsoever of the user and/or transfer the requested Recall amount to a designated Recall account provided by the Demanding Party, with or without notice to the user; and

19.2. We will be entitled to refund to the counterparty the full amount debited without authorization and recover such funds from the any balances of the user.

19.3. We will be entitled to suspend and freeze any amount of any balances and/or incoming transaction onto the account for settling Recalls cases.

19.4. We will be entitled to refuse any further incoming transaction and return the funds to the sender, or to request any additional document or evidence in order to justify the origin of the funds and lift the suspicions.



19.5. User shall immediately contact the Demanding Party and use its best endeavors to settle the Recall no later than three (3) Business Days following receipt a notice from the Company with respect to such Recall (the "Settlement Period") as well as provide all requested by us information and/ or documents in relation to the recall within the same period.

19.6. We reserve the right to credit the counterparty of the user in the full request Recall amount, unless the user has provided us, during the Settlement Period, with a cancellation message of the Recall and full set of required by us information and/ or documents.

19.7. The user shall indemnify and hold the Company harmless from any losses, damages, expenses (including legal fees whatsoever), costs, penalties, and liabilities whatsoever that arise out of or as a result of such Recalls. The user shall be liable for all losses incurred in respect of unauthorized payment orders made to us.

19.8. We will be entitled to charge the "Recall Fee" from any of the user's available balances in accordance to the following amounts: 1st Recall of Funds - 500 EUR; Each following Recall of Funds - 1000 EUR

20. Authorisation

By accepting these Terms and Conditions:

20.1. You agree to authorise Clarity Global Inc:

20.1.1. To open, administer and manage the Account with Clarity Global Inc., transfer funds and exchange currencies on your behalf as directed by you through our website or by email

20.1.2. To open, administer and manage the Account with Clarity Global Inc.'s banking partners on your behalf;

20.1.3. To collect personal information with the purpose of opening the Account, its management and conducting necessary AML/KYC checks as required by the respective regulation;

20.1.4. To share the personal information and information on the Account's performance to Clarity Global Inc.'s banking partners or other 3rd parties as required by respective regulations;

20.1.5. To preserve and maintain your funds in the Account with the necessary diligence required for this undertaking.

20.2. You acknowledge that:

20.2.1. You are solely responsible for providing accurate and complete information for each transaction, including the currencies, amounts, and recipient bank account details.

20.2.2. You understand that Clarity Global Inc. will not be responsible for any errors or delays caused by incorrect or incomplete information provided by you.

20.2.3. You agree and understand that AML/ KYC procedures will be applied to each transaction, and any related delay on the Banking partner side is beyond our control.

21. Contact Information

Should you need to contact Clarity Global for any reason regarding these Terms, please contact us by email at support@clarityglobalinc.com.