TERMS AND CONDITIONS

1. About Atlantic Xchange LLC

Atlantic Xchange LLC is a limited liability company headquartered in the State of Michigan, USA. We are a licensed money services business (MSB) registered with the Financial Crimes Enforcement Network (FinCEN) and hold money transmission licenses in the states of FL, GA,IL,MD,MI,NC,NJ,NY,TX and VA.

We are dedicated to helping individuals send funds safely and efficiently to family and loved ones around the world. These Terms and Conditions govern your use of our money transfer services, whether accessed through our website, mobile application, or authorized agent locations.

2. Eligibility and Account Opening

2.1 Who Can Open an Account

To open an Atlantic Xchange account and use our services, you must:

- Be at least 18 years of age;
- Be a resident of a U.S. state in which Atlantic Xchange is licensed to operate;
- Have a valid government-issued photo ID;
- Provide a current U.S. address, phone number, and email address;
- Not be prohibited from using financial services under U.S. law.

Accounts are for individual, personal use only. One person may hold only one account. We do not permit shared, joint, or business accounts under these Terms. If you wish to send funds for business purposes, please contact us separately.

2.2 Identity Verification (CIP)

Federal law requires us to verify the identity of every customer before processing transfers. When you register, we will collect and verify your full legal name, date of birth, residential address. For mobile app users, identity verification includes document scan and a selfie liveness check powered by our identity verification partner, GBG (if required)

We may also verify your identity against third-party databases. By creating an account, you authorize us to perform these checks. This is a standard legal requirement and not a reflection of distrust toward any individual customer.

2.3 Geographic Restrictions

Atlantic Xchange is authorized to provide money transmission services only in states where it holds a valid license. Our platform, including our mobile application, enforces automated geographic access controls to restrict account creation and transactions from unlicensed states. Attempting to circumvent these controls, including through the use of a VPN, proxy, or false address, is a violation of these Terms and may result in immediate account closure.

2.4 Account Security

You are responsible for keeping your login credentials confidential. Do not share your password, PIN, or account access with anyone. If you believe your account has been accessed without your permission, contact us immediately. Atlantic Xchange will never contact you to ask for your password.

2.5 Account Inactivity and Dormancy

If your account shows no transaction activity for a period of 12 consecutive months, it will be classified as inactive. We will notify you by email prior to this classification. If the account remains inactive for 24 consecutive months, it may be closed and any remaining balance handled in accordance with applicable state unclaimed property (escheatment) laws. We will make reasonable efforts to contact you before any escheatment occurs.

3. Sending Money

3.1 How Transfers Work

Once your account is active, you can initiate an international money transfer through our website, mobile app, or at an authorized agent location. You will provide the recipient's name, country, and payment details, along with your payment method. Before confirming, we will show you the transfer amount, exchange rate (if applicable), service fee, and estimated delivery timeframe. You must review and confirm all details before submitting.

3.2 Your Responsibility for Accuracy

You are solely responsible for ensuring that all information you enter including the recipient's name, account number, and country is accurate. Atlantic Xchange is not liable for funds sent to the wrong recipient due to errors in the information you provided. If you realize you have made an error, contact us immediately, as we may be able to stop or redirect the transfer before it is completed.

3.3 Transfer Limits

Transfer limits apply on a per-transaction and cumulative basis. These limits are set in accordance with our compliance obligations and may vary depending on your account history, verification level, and destination country. Current limits are displayed in your account dashboard. We reserve the right to adjust limits at any time. Where a transaction exceeds system thresholds, customers may be directed to remit funds via wire transfer directly to Atlantic Xchange's account.

3.4 Acceptable Use

Our online money transfer service is intended for personal transactions sending money to family members, supporting loved ones abroad, or similar personal purposes. You agree that you will not use our service to:

- Fund illegal activities or organizations;
- Launder money or structure transactions to avoid reporting requirements;
- Send funds on behalf of another person;
- Transfer funds to individuals or entities on U.S. government sanctions lists;
- Pay for goods or services where doing so violates applicable law; or
- Circumvent any controls or restrictions imposed by Atlantic Xchange or applicable law.

4. Fees, Exchange Rates, and Charges

4.1 Service Fees

A service fee applies to each transfer. The exact fee will be clearly disclosed to you before you confirm your transaction. Fees vary based on the destination country, transfer amount, and payment method selected. Service fees are non-refundable once a transfer has been completed.

4.2 Exchange Rates

When your transfer involves a currency conversion, we apply an exchange rate that includes our margin. This means the rate we offer may differ from the mid-market rate. The rate applicable to your transaction will be displayed before you confirm. Rates are subject to market fluctuation and may change between the time you receive a quote and the time you submit your transfer.

4.3 Third-Party Charges

In some cases, recipient banks or third-party payment networks may deduct fees from the transferred amount before it reaches the recipient. Atlantic Xchange has no control over and is not responsible for these charges. We recommend checking with the recipient's bank if full delivery of the exact transfer amount is important.

4.4 Fee Changes

Atlantic Xchange reserves the right to modify its fee schedule at any time. Where fee changes are material and unfavorable to you, we will provide at least 30 days' advance notice by email or through a notice in your account. Your continued use of our services after the effective date of a fee change constitutes your acceptance of the revised fees.

5. Payment Authorization and Processing

5.1 Bank Account (ACH) Authorization

When you choose to fund a transfer using your bank account, you authorize Atlantic Xchange LLC to initiate ACH debit entries from that account in the amount of the transfer plus any applicable service fees. You also authorize Atlantic Xchange to initiate ACH credit entries to your bank account for any refunds, cancellations, or returned transactions. This authorization remains in effect until you revoke it by removing your bank account from your Atlantic Xchange account or by notifying us in writing.

5.2 Debit and Credit Card Authorization

When you fund a transfer using a debit or credit card, you authorize Atlantic Xchange to charge that card for the transfer amount plus any applicable service fees. You represent that you are the authorized user of the card and that the card is valid and in good standing. If your payment fails, you authorize us to re-attempt the charge one or more times, subject to applicable law.

Please be aware that some credit card issuers may treat transfers funded by credit card as a cash advance and may apply additional interest or fees. Atlantic Xchange is not responsible for any such charges imposed by your card issuer.

5.3 NSF Fees and Chargebacks

If a transfer is funded from a bank account with insufficient funds, your bank may charge you a non-sufficient funds (NSF) fee. Atlantic Xchange is not responsible for NSF fees, chargeback fees, or other penalties imposed by your bank or card issuer. If a chargeback or payment reversal results in Atlantic Xchange incurring a fee or financial loss, we will notify you and you agree to reimburse us for the equivalent amount. Repeated chargebacks or payment failures may result in suspension or closure of your account.

6. Compliance with U.S. Law

6.1 Our Legal Obligations

As a licensed money services business, Atlantic Xchange operates under strict federal and state regulatory requirements, including the Bank Secrecy Act (BSA), anti-money laundering (AML) laws, counter-terrorism financing (CTF) regulations, and the rules of the Office of Foreign Assets Control (OFAC). We take these obligations seriously, and compliance is non-negotiable.

6.2 Transaction Monitoring

All transfers are subject to automated and manual compliance review. We monitor transactions for indicators of suspicious activity, sanctions violations, and regulatory red flags.

6.3 Requests for Documentation

For certain transfers particularly those involving large amounts, high-risk destinations, or unusual patterns we may ask you to provide supporting documentation. This could include your relationship with the recipient, the purpose of the transfer, or the source of the funds.

A stated purpose that is inconsistent with the transfer amount, destination, or your account history may result in the transaction being placed on hold or declined.

6.4 Sanctions Compliance

We are required by law to screen all transactions against U.S. and international sanctions lists, including the OFAC Specially Designated Nationals (SDN) list. Transfers involving sanctioned individuals, entities, or jurisdictions will be blocked regardless of the stated purpose or the legitimacy of the underlying funds. Certain countries are subject to comprehensive sanctions programs that prohibit virtually all financial transactions, and no documentation or explanation can override these restrictions.

6.5 Suspicious Activity Reporting

Where required by law, Atlantic Xchange will file Suspicious Activity Reports (SARs) with the appropriate federal authorities. We are legally prohibited from disclosing to any customer or third party whether a SAR has been or may be filed. Filing a SAR does not constitute a finding of wrongdoing, it is a legal compliance obligation.

7. Transaction Holds, Delays, and Declines

Atlantic Xchange may place a hold on, delay, or decline a transfer under the following circumstances:

- The stated purpose does not align with the amount, destination, or your account profile;
- Requested documentation has not been provided or cannot be verified;
- The recipient or destination country appears on a sanctions or restricted list;
- The transaction shows characteristics consistent with fraud, structuring, or money laundering;
- We have reason to believe the transfer may cause harm to you or a third party; or
- We are required to do so by law, regulation, or court order.

Where possible, we will notify you if a transfer is delayed or declined and provide guidance on next steps. In certain regulatory situations, we may be restricted from sharing the specific reason for our decision.

8. Cancellations, Refunds, and Error Resolution

8.1 Cancellation Window

You may request cancellation of a transfer at any time before it has been completed, meaning before the funds have been deposited into the recipient's account or collected by the recipient in cash. To request a cancellation, contact us as soon as possible through any of the channels listed on the first page of these Terms.

8.2 Refund Process

If your cancellation request is received before the transfer is completed, we will refund the full transfer amount and any service fees to your original payment method. Refunds are processed in U.S. dollars and will not be adjusted for exchange rate movements between the time of transfer and the time of refund.

8.3 Uncollected Transfers

If a transfer is sent for cash pickup and the recipient does not collect the funds within 60 days, the transfer will be canceled and the amount refunded to you, less any applicable fees, to the extent permitted by law.

8.4 Error Resolution

If you believe an error has occurred with your transfer such as a duplicate charge, an incorrect amount deducted, or funds not received by the recipient you must notify us within 180 days of the transaction date. We will investigate promptly and, where an error is confirmed, take corrective action in accordance with applicable federal regulations.

9. Delivery Timeframes and Service Commitment

Before you confirm a transfer, and in your transaction receipt, we will provide an estimated delivery date and time. These estimates are based on factors including your payment method, the destination country, recipient payout method, and the availability of our processing partners. While we make every effort to deliver funds on time, these are estimates and not guarantees.

If your funds are not delivered by the date and time shown on your receipt due to an error on our part, you may be entitled to a refund of the service fee. To request this refund, please contact us within 180 days of the transaction date.

Atlantic Xchange is not responsible for the quality, quantity, or delivery of goods or services that a recipient purchases using funds you have sent.

10. Payout Partners and Recipient Collection

Atlantic Xchange works with a network of local banks, financial institutions, and third-party payout agents in destination countries to make funds available to your recipient. While we take care in selecting and monitoring our payout partners, we are not responsible for their independent actions, errors, or service interruptions.

For cash pickup transfers, recipients may be required to present a valid government-issued photo ID and a transaction reference number before funds are released. It is your responsibility to share the reference number with your recipient. Atlantic Xchange is not liable for funds that cannot be collected due to the recipient's failure to present required identification or claim the transfer within the applicable collection window.

11. Privacy and Data Protection

Protecting your personal information is important to us. We collect and use your data only as necessary to provide our services and comply with legal obligations. We do not sell your personal information to third parties for marketing purposes.

Our full Privacy Notice, available at www.atlanticxchange.com/privacy, explains in detail what we collect, how we use it, and your rights as a customer. By using our services, you consent to the collection and use of your information as described in our Privacy Notice, which forms part of these Terms.

12. Electronic Communications and Consent

By creating an account and using our services, you consent to receiving transaction confirmations, account notices, and service-related communications from Atlantic Xchange electronically, including by email, SMS text message, and push notification. Standard message and data rates from your mobile carrier may apply.

You may opt out of non-essential marketing messages at any time by replying STOP to any SMS from us or by updating your communication preferences in your account settings.

Opting out of marketing messages will not affect your receipt of transaction-related or legally required notifications.

You are responsible for keeping your email address and phone number up to date in your account. Atlantic Xchange is not liable for missed communications resulting from outdated or inaccurate contact information on file.

13. Intellectual Property

All content, trademarks, logos, service marks, trade names, software, and materials available through the Atlantic Xchange website and mobile application are the exclusive property of Atlantic Xchange LLC or its licensors and are protected by applicable U.S. and international intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use our platform solely for your personal use in connection with our money transfer services. You may not reproduce, distribute, modify, create derivative works of, publicly display, or otherwise exploit any content from our platform without our prior written consent.

You may not use the Atlantic Xchange name, logo, or branding in any manner that suggests endorsement, sponsorship, or affiliation without our express written authorization.

14. Prohibited Activities

In addition to the restrictions in Section 3.4, you agree that you will not:

- Use an anonymizing proxy, VPN, or any tool intended to disguise your true location or identity when accessing our services;

- Use automated tools, bots, scrapers, or scripts to access, monitor, or manipulate our website, mobile app, or services;

- Attempt to obtain a duplicate refund or reimbursement for the same transaction from Atlantic Xchange, your bank, or your card issuer simultaneously;

- Use your credit card to obtain what is effectively a cash advance through our transfer service;

- Provide materially false, inaccurate, or misleading information at any stage of account registration, identity verification, or transaction initiation; or

- Use our services in any manner that violates applicable federal, state, or local laws or regulations.

Engaging in any prohibited activity may result in immediate account suspension, permanent closure, reporting to regulatory or law enforcement authorities, and legal action where warranted.

15. Account Suspension and Termination

15.1 Your Right to Close Your Account

You may close your Atlantic Xchange account at any time by contacting our customer service team. Closing your account does not relieve you of any obligations incurred prior to closure, including outstanding fees or amounts owed.

15.2 Our Right to Suspend or Close Accounts

Atlantic Xchange reserves the right to suspend, restrict, or permanently close your account if:

- You have violated any term of these Terms and Conditions;
- We are required to do so by law or regulatory directive;
- Your account shows signs of fraudulent, suspicious, or unlawful activity;
- You provide false or misleading information at any point; or
- Continued operation of your account poses a risk to Atlantic Xchange, other customers, or the public.

Where permitted by law, we will notify you before or at the time of suspension or closure. In cases involving suspected fraud or regulatory concerns, we may act without prior notice.

16. Limitation of Liability

Atlantic Xchange is committed to delivering a reliable and compliant service. However, we are not liable for losses that result from circumstances outside our control, including network outages, regulatory actions, third-party failures, or events of force majeure such as natural disasters, civil unrest, or war.

To the fullest extent permitted by applicable law, our total liability to you for any claim arising under these Terms shall not exceed the amount of the service fee paid for the specific transaction giving rise to the claim, in addition to a refund of the transfer amount where applicable.

Nothing in these Terms limits our liability where such limitation is prohibited by law, including under the Electronic Fund Transfer Act (EFTA) and Regulation E.

17. Accessibility

Atlantic Xchange is committed to making its website and mobile application accessible to all users, including individuals with disabilities, in accordance with applicable accessibility standards. If you experience difficulty accessing any part of our platform or require an accommodation, please contact us at customerservice@atlanticxchange.com or call 1-888-444-3962 and we will make reasonable efforts to assist you.

18. Resolving Disputes

18.1 Contact Us First

If you have a concern or complaint, we encourage you to contact our customer service team first. Most issues can be resolved quickly through direct communication. We are committed to treating every customer fairly and responding to concerns in a timely manner.

18.2 Formal Complaint Process

If your concern is not resolved through our customer service team, you may submit a formal complaint in writing to: Atlantic Xchange LLC, Attn: Compliance Department, 5846 Schaefer Rd, Dearborn MI 48126. We will acknowledge your complaint within 5 business days and provide a substantive response within 30 days.

18.3 State Regulatory Authorities

You also have the right to contact the Michigan Department of Insurance and Financial Services (DIFS) or the money transmitter licensing authority in your state of residence if you believe we have violated applicable law.

18.4 Binding Arbitration

If a dispute cannot be resolved through the above channels, both you and Atlantic Xchange agree to resolve it through individual, binding arbitration rather than through the courts. Arbitration will be conducted by a neutral third-party arbitrator under the rules of the American Arbitration Association (AAA). You and Atlantic Xchange each waive the right to participate in class action lawsuits or class-wide arbitration related to these Terms.

You may opt out of this arbitration provision within 30 days of accepting these Terms by sending written notice to our mailing address. Opting out does not affect any other term of these Terms.

18.5 Governing Law

These Terms are governed by the laws of the State of Michigan, without regard to conflict of law principles. Any disputes not subject to arbitration shall be brought exclusively in the state or federal courts located in Wayne County, Michigan.

19. Changes to These Terms

We may update these Terms and Conditions from time to time as our services evolve or as required by law. When we make changes that reduce your rights or increase your obligations, we will notify you at least 30 days in advance by email or through a notice in your account. For other changes, we will post the updated Terms on our website with the new effective date. Your continued use of our services after the effective date of any update constitutes your acceptance of the revised Terms.

20. Policies Incorporated by Reference

By accepting these Terms, you also agree to be bound by the following policies, each of which is incorporated herein by reference and forms part of this Agreement:

- Privacy Notice describes how we collect, use, store, and share personal information. Available at www.atlanticxchange.com/privacy.

- E-Sign Disclosure and Consent govern your consent to receive disclosures, notices, and agreements electronically. Available at www.atlanticxchange.com/esign.

- Cookie Policy explains how we use cookies and similar technologies on our website and mobile app. Available at www.atlanticxchange.com/cookies.

In the event of a conflict between any of the above policies and these Terms, these Terms shall control unless the policy expressly states otherwise.

21. General Terms

Entire Agreement. These Terms, together with our Privacy Notice and any product-specific terms, constitute the complete agreement between you and Atlantic Xchange LLC regarding your use of our services.

Severability. If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.

No Waiver. Our failure to enforce any provision of these Terms on one occasion does not waive our right to enforce it in the future.

Language. These Terms are written in English, which shall be the controlling language in the event of any dispute or interpretation issue.

22. State-Specific Disclosures

Atlantic Xchange LLC holds money transmitter licenses in the following states. Customers residing in these states have specific rights and protections under state law. In the event of a conflict between state-specific terms below and the general terms above, the state-specific terms shall control customers in that state.

Florida

Atlantic Xchange LLC is licensed by the Florida Office of Financial Regulation as a Money Transmitter. License No. FT230000296

Florida residents have the right to file a complaint with the Florida Office of Financial Regulation at: www.flofr.gov or by calling 1-850-487-9687.

If your transfer is not completed on time or in the correct amount, you are entitled to a refund of all fees paid. Atlantic Xchange will resolve all error claims within 10 business days of receiving written notice.

Refunds: If you are not satisfied with your transaction, you may request a refund within 30 days of the transaction date, subject to the conditions outlined in Section 7 of this Agreement.

Georgia

Atlantic Xchange LLC is licensed by the Georgia Department of Banking and Finance as a Money Transmitter. License No. 70331

Georgia residents may file complaints with the Georgia Department of Banking and Finance at: www.dbf.georgia.gov or by calling 1-770-986-1633.

All transfers are subject to a 30-day error resolution window. If you believe an error has occurred, notify us within 30 days of the transaction date for a full investigation.

Georgia law requires that we provide you with a written or electronic disclosure of all fees and the exchange rate applicable to your transaction before you authorize the transfer.

Illinois

Atlantic Xchange LLC is licensed by the Illinois Department of Financial and Professional Regulation (IDFPR) as a Transmitter of Money. License No. MT.0000339

Illinois residents may contact the IDFPR with complaints at: www.idfpr.illinois.gov or by calling 1-888-473-4858.

Under the Illinois Transmitters of Money Act, you have the right to receive a written receipt for every transaction, including the transfer amount, fees, exchange rate, and expected delivery date.

If we are unable to complete your transfer for any reason, we will notify you promptly and issue a full refund of the transfer amount and fees within 10 business days.

Maryland

Atlantic Xchange LLC is licensed by the Maryland Office of the Commissioner of Financial Regulation as a Money Transmitter. License No. 12-1544045.

Maryland residents may file complaints with the Office of the Commissioner of Financial Regulation at: www.labor.maryland.gov/finance or by calling 1-888-784-0136.

Maryland law requires that you receive a clear written disclosure of all applicable fees, the exchange rate, and the total amount to be received by the recipient before you confirm your transfer. You have the right to cancel a transfer and receive a full refund if the funds have not yet been transmitted to the recipient.

Error resolution requests must be submitted within 180 days of the transaction date. We will respond within 10 business days of receiving your written notice.

Michigan

Atlantic Xchange LLC is licensed by the Michigan Department of Insurance and Financial Services (DIFS) as a Money Transmitter. License No. MT 0020721

Michigan is our home state and primary place of business. Michigan residents may contact DIFS at: www.michigan.gov/difs or by calling 1-877-999-6442.

Under Michigan law, you are entitled to a receipt for every transaction and have the right to cancel any transfer within 30 minutes of payment, provided the funds have not yet been made available to the recipient. A full refund, including all fees, will be issued upon a valid cancellation request.

For unresolved complaints, Michigan residents may also contact the Michigan Attorney General's Consumer Protection Division at: www.michigan.gov/ag.

New Jersey

Atlantic Xchange LLC is licensed by the New Jersey Department of Banking and Insurance as a Money Transmitter. License No. L070835

New Jersey residents may file complaints at: www.state.nj.us/dobi or by calling 1-609-292-7272.

New Jersey law requires that all fees and the applicable exchange rate be disclosed to you prior to your authorization of any transfer. You are entitled to a receipt confirming the transaction details, including the expected delivery date and total amount to be received by the recipient.

If an error results in a transfer not being delivered as agreed, Atlantic Xchange will issue a full refund of the transfer amount and all fees within 10 business days of a confirmed error determination.

New York

Atlantic Xchange LLC is licensed by the New York State Department of Financial Services (NYDFS) as a Money Transmitter. License No. MT104707

New York residents may contact the NYDFS at: www.dfs.ny.gov or by calling 1-800-342-3736.

Under New York law, before you send a transfer you must be provided with a written disclosure stating the amount to be transferred, all fees charged, the exchange rate, and the amount to be received by the recipient in the destination currency. This disclosure must be acknowledged by you before the transaction is processed.

You have the right to cancel a money transfer and receive a full refund if you notify us within 30 minutes of payment and the funds have not yet been made available to the recipient.

New York residents are also protected under the New York Banking Law Article XIII-B, which governs the rights of money transfer customers and the obligations of licensed transmitters operating in the state.

North Carolina

Atlantic Xchange LLC is licensed by the North Carolina Commissioner of Banks as a Money Transmitter. License No. 227714

North Carolina residents may contact the Commissioner of Banks at: www.nccob.gov or by calling 1-919-733-3016.

Under North Carolina law, customers are entitled to full fee transparency before confirming any transfer. All applicable charges, including service fees and any exchange rate margin, must be disclosed upfront.

North Carolina residents have the right to cancel a transfer and receive a full refund if the cancellation request is made before the funds have been made available to or collected by the recipient. Refunds will be processed within 10 business days.

Texas

Atlantic Xchange LLC is licensed by the Texas Department of Banking as a Money Transmitter. License No. 3221

Texas residents may contact the Texas Department of Banking at: www.dob.texas.gov or by calling 1-877-276-5554.

IMPORTANT : Texas Cancellation Right: As a sender located in the State of Texas, you are entitled to cancel a transaction and receive an immediate refund of all money paid, including any fees, within 30 minutes of receiving your payment receipt, provided the intended recipient has not yet received the funds or their equivalent.

Texas residents may also file complaints with the Texas Department of Banking using the form available on their website. If your complaint is not resolved to your satisfaction, you may contact the Texas Office of Consumer Credit Commissioner at: www.occc.texas.gov.

Virginia

Atlantic Xchange LLC is licensed by the Virginia Bureau of Financial Institutions as a Money Transmitter. License No. MO-387

Virginia residents may contact the Bureau of Financial Institutions at: www.scc.virginia.gov/bfi or by calling 1-804-371-9657.

Virginia law requires that Atlantic Xchange provides you with receipt for every transaction that includes the transfer amount, all applicable fees, the exchange rate used, and the expected delivery date and time. You have the right to request this receipt in a format accessible to you.

If a transfer is not delivered by the date and time specified on your receipt, you may be entitled to a refund of the service fee. Please contact us within 180 days of the transaction date to submit your claim.