

Banco do Brasil S.A., London Branch

BB Remessa

Terms and Conditions

1. Introduction

- 1.1. Your access to and use of BB Remessa in the United Kingdom is controlled by Banco do Brasil S.A. London Branch. This means that you will have a direct contractual relationship with Banco do Brasil S.A. London Branch governed by these Terms and Conditions.
- 1.2. Banco do Brasil S.A. London Branch is a branch of Banco do Brasil S.A., a financial institution duly organized under the laws of Brazil. Our United Kingdom office is located at 4th Floor, Pinners Hall, 105-108 Old Broad St, London EC2N 1ER.
- 1.3. Banco do Brasil S.A. London Branch is authorised by Banco Central do Brasil in Brazil. Banco do Brasil S.A. London Branch (FRN204612) is authorised by the Prudential Regulation Authority (PRA), and is subject to regulation by the Financial Conduct Authority (FCA) and limited regulation by the Prudential Regulation Authority. Details about the extent of Our regulation by the Prudential Regulation Authority are available from Us on request.
- 1.4. These Terms constitute the agreement between you and Banco do Brasil S.A. London Branch (“we/us/our”) for BB Remessa and supersede any previous agreement which may exist between us in relation to BB Remessa.
- 1.5. Please read these Terms and Conditions carefully before you apply to register your BB Remessa profile. They outline the scope of our obligations to you in respect of BB Remessa, as well as limitations and exemptions from our liability to you for any loss you may suffer as the result of sending a remittance via BB Remessa.
- 1.6. BB Remessa is a remittance service provided by Banco do Brasil S.A. It offers the opportunity to send money from the United Kingdom to a nominated person (or persons) who hold(s) a bank account with Banco do Brasil in Brazil (the “beneficiary”). We will convert a payment that you make to us in Sterling Pounds (£) and send the equivalent amount in Brazilian Reais to the beneficiary’s account with Banco do Brasil in Brazil.
- 1.7. These Terms may be amended from time to time. We will inform you of any change to these Terms via the e-mail address you have registered with us. These Terms will also be available at www.bbremessa.com.
- 1.8. These Terms are written in the English language and the language of communication between us shall be in English. You will receive documents and other information from us in English. If these Terms or any other document are translated into any other language, the English language text shall prevail over the translated text in the event of any inconsistencies or conflict.
- 1.9. You will find will find some of the words and phrases used in these Terms and Conditions explained more fully in schedule 1 at the end of this document.

2. Your application and registration

- 2.1. To qualify as a user of the BB Remessa Service you must be over 18 years of age and resident in the UK with a verifiable residential address.
- 2.2. Before you can use BB Remessa, you must submit an online application to register at www.bbremessa.com. Please note that applications to register can only be made online.
- 2.3. As part of the registration process you will be required to provide evidence confirming your identity and your address in the UK.
- 2.4. We will review your application, taking into consideration the personal ID and proof of address documents you have uploaded as part of your online application to register with BB Remessa.
- 2.5. We reserve the right to:
 - 2.5.1. Request additional proofs if we deem it necessary and/or
 - 2.5.2. Refuse your application at our absolute discretion.

- 2.6. Once you have been accepted as a user of BB Remessa, we recommend that you retain a copy of these Terms and Conditions for your records. These Terms and Conditions can also be found at www.bbremessa.com.

3. Using BB Remessa

- 3.1. By using BB Remessa you will be deemed to have accepted and agreed to these Terms and Conditions. By agreeing to these Terms, you also consent to our Charges and Fees.
- 3.2. We reserve the right to amend our Charges and Fees at any time. We will inform you of any forthcoming changes to our Charges and Fees via the e-mail address you have provided to us. Our schedule of Charges and Fees is also available at: www.bbremessa.com.
- 3.3. Your BB Remessa User ID and password are for your exclusive use. You must keep them secret and not disclose them to anyone else or allow any other person to use them. If at any time you think that someone has gained access to your log-in details, you must contact us immediately by e-mail at london.bbremessa@bb.com.br.
- 3.4. By using BB Remessa, you confirm that remittances are being sent for the personal use of the beneficiary not for commercial or business reasons and that your remittances are not being sent at the instigation of or for the benefit of any third party or parties.
- 3.5. You must also agree to provide documentation that will confirm the source of the funds that are being remitted through BB Remessa if and when requested by us.
- 3.6. It is your responsibility to ensure that the personal information we hold about you is kept updated. This includes, but is not limited to, your email address, UK residential address and other contact details.
- 3.7. You have the right to close your BB Remessa profile at any time. You can do this by writing to us at the address below marked for the attention of the BB Remessa team.

4. Your Payments

- 4.1. All remittances you make through BB Remessa must be made by electronic transfer via the BB Remessa electronic portal, www.bbremessa.com.
- 4.2. First, you must make a payment to us by credit or debit card. The card you use must be issued in the UK and the address of the cardholder(s) must match the address on your registration with BB Remessa.
- 4.3. We charge a fee for each remittance. Details of our fees can be found in the latest Charges and Fees schedule available at www.bbremessa.com.
- 4.4. We set a Foreign Exchange Rate (FX Rate) three (3) times each working day. This rate shows the amount in Brazilian reais (BRL) you will receive for each British sterling pound (£/GBP) you pay to us.
- 4.5. The FX rate is set at the following times:
 - 4.5.1. at 09.30 a.m. GMT;
 - 4.5.2. at the time the currency markets open in Brazil (09.30 a.m. BRT or BRST) and
 - 4.5.3. at 05.00 p.m. GMT.
- 4.6. The current exchange rate is always displayed on the first page you will see on the BB Remessa website after you log in.
- 4.7. Please note that we reserve the right to change the FX Rate at any time during the working day.
- 4.8. In the event that a published FX Rate changes as you are about to submit a transaction, the transaction will fail. You will receive an e-mail confirming that the transfer has not occurred. No money will be taken from your account and no money will be paid to the intended recipient. If this happens, and you wish to continue with your remittance, you will need to start the process again.
- 4.9. We aim to provide a service that means that the beneficiary will receive the remittance on the same day or on the next working day. However, we cannot guarantee this. From time to time, circumstances beyond our control may result in a remittance taking longer to reach a Beneficiary's account.
- 4.10. We reserve the right to request further information from you at any time if we deem it necessary, including before processing any remittance, in order to be compliant with any applicable laws or regulations.

- 4.11. Any charges or taxes levied by any third party, for example your credit or debit card issuer, in connection with your remittance will be deducted from the total amount of the remittance and the remaining (net) amount will be sent to the beneficiary. We accept no liability for any such charges.
- 4.12. We will repay any unprocessed or returned remittance by electronic transfer to the account from which your original payment was made. You may not receive the full amount in British pounds that you originally paid to us. The branch in Brazil where the beneficiary account is held will apply a charge and this will be deducted from the amount to be repaid to you.
- 4.13. To decide the FX Rate to be used for repayment we will take the following into consideration:
 - 4.13.1. If the remittance amount has already been credited to the Beneficiary's account at Banco do Brasil S.A., the FX Rate for repayment will be the FX Rate on the day that money leaves the account in Brazil. We will inform you, via the e-mail address you have registered with us, that the returned amount is available for repayment to you.
 - 4.13.2. In all other cases, the FX Rate used to calculate the amount to be repaid to you will be the FX rate used when we accepted the original remittance.
- 4.14. If you want to recall, cancel or amend a remittance, you must contact BB Remessa by email. We will make every reasonable effort to comply with your request. However, you should be aware that, given the automated nature of the transfer process, BB Remessa can only stop or reverse transactions in very limited circumstances and you will be liable for any charges, fees, costs or expenses that may occur. Any returned monies will be sent to the account where they originated.

5. Our Responsibility to You

- 5.1. We agree to provide and make available to you BB Remessa to the extent that it is available through Banco do Brasil S.A. London Branch.
- 5.2. We are not required to accept an instruction or to process any remittance, and we will not be held liable to you for declining an instruction or for withdrawing, terminating or restricting our services to you.
- 5.3. Provided that we have exercised reasonable care, we will not be liable to you for any loss or damage that you may suffer, to the extent that we are not prevented from excluding such liability by law, in the following cases:
 - 5.3.1. Where we have correctly processed your instructions;
 - 5.3.2. Where your instructions are incorrect or incomplete;
 - 5.3.3. Where there is a failure or delay in the remittance caused by circumstances beyond our control including, for example, the rejection of the remittance by the beneficiary, or the failure of our systems, or sanctions or constraints established by Banco Central do Brasil or any other regulatory authority or agency.
- 5.4. We are not liable to you for any indirect or consequential loss under any circumstances.

6. The Beneficiary

- 6.1. You must provide us with the correct account details of the beneficiary you want funds to be sent to.
- 6.2. By providing the beneficiary's details you confirm that you have the beneficiary's explicit consent to share this information.
- 6.3. Neither we nor our agents have any obligation to determine whether a remittance request contains incorrect details in respect of the beneficiary including, but not limited to, their name and account details. Neither we nor our agents will carry out any checks to determine the accuracy of the beneficiary's name and/or account details you have provided.
- 6.4. In the event that you provide us with any incorrect beneficiary details you acknowledge that this may result in the loss of the total amount of the remittance.

7. Transaction Limits

- 7.1. We reserve the right at any time to change or update the transaction limits. Any changes to the limits will be communicated to you via the e-mail address you have registered with us as well as being made available via www.bbremessa.com.

8. Termination

- 8.1. BB Remessa:
 - 8.1.1. We may decide to terminate or suspend provision of the BB Remessa service. If so, we will notify you via the e-mail address that you have registered with us two (2) months in advance of any such termination or suspension.
- 8.2. Your profile:
 - 8.2.1. We may terminate this agreement immediately and close your BB Remessa profile in any of the following circumstances:
 - 8.2.1.1. You are, or we reasonably suspect that you may be, using or obtaining, or allowing someone else to use, or obtain, an account, service or money illegally;
 - 8.2.1.2. Your BB Remessa profile is, or we reasonably suspect that your BB Remessa profile is, being used for an illegal purpose;
 - 8.2.1.3. Your behaviour is improper, for example you act in a threatening or violent manner towards our staff;
 - 8.2.1.4. You do not fulfil the qualifying registration criteria for using BB Remessa;
 - 8.2.1.5. You have not provided us with adequate or sufficient information under Sections 2 or 3 of these Terms;
 - 8.2.1.6. We reasonably consider that, by continuing this agreement, we may break a law, regulation, code, court order or other legal duty;
 - 8.2.1.7. If you do not use BB Remessa during any consecutive period of eighteen (18) months.
 - 8.2.2. If we terminate this agreement under clause 8.2.1. we will notify you via the e-mail address you have registered with us. Your profile will be cancelled and you will no longer be able to use BB Remessa after such termination.

9. Confidentiality

- 9.1. We undertake to keep confidential any information we may hold about you and your relationship with us.
- 9.2. You undertake to keep confidential any information about us which you may come into possession of as a result of using BB Remessa.

10. Privacy and Data Protection

- 10.1. We are committed to protecting and respecting your privacy. Any personal data supplied by you when using BB Remessa is held by Banco do Brasil London Branch (as the Data Controller) in accordance with applicable data protection regulations. For further information we encourage you to read the Banco do Brasil London Branch Client Privacy Notice, which can be found at www.bbremessa.com and also at www.bb.com.br/londres.
- 10.2. The Privacy Notice brings our privacy practices in line with the European Union's (EU's) General Data Protection Regulation (GDPR) The Privacy Notice sets out what personal data we collect, how we use it, provides details of your privacy rights and how to contact our Data Protection Officer.
- 10.3. We will use and process your personal information as described in our Client Privacy Notice, which may be amended at any time.
- 10.4. If you object to the Client Privacy Notice, you may close your BB Remessa profile by writing to the BB Remessa Support at the address below.

11. Agreement and Variation

- 11.1. Unless otherwise specified by us, no amendment to these Terms and Conditions will affect any outstanding remittance or any existing legal rights or obligations.

12. Governing Law and Jurisdiction

- 12.1. These Terms and Conditions are governed by English Law and any dispute arising from them between us is subject to the jurisdiction of the courts of England and Wales.

13. Contact Us

13.1. If you have any questions relating to these Terms and Conditions, please contact us.

Our contact details are:

E-mail: london.bbremessa@bb.com.br

Post: BB Remessa Support, 4th Floor Pinners Hall, 105-108 Old Broad St, London EC2N 1ER, United Kingdom

13.2. Please be aware that Banco do Brasil S.A., London Branch is unable to offer any telephone support for BB Remessa users.

Schedule 1 - Definitions

“**Beneficiary**” means the person who you have nominated to receive remittance amounts.

“**BB Remessa Portal**” means the BB Remessa Service website at www.bbremessa.com.

“**BRT**” means Brasilia (DF), Brazil time.

“**BRST**” means Brasilia (DF), Brazil Summer time.

“**Business Day**” means Monday to Friday, except bank holidays in the UK and/or in Brazil.

“**Charges**” or “**Fees**” means fees charged by us from you related to the BB Remessa Service as per Charges and Fees schedule available on the BB Remessa Portal.

“**Foreign Exchange Rate**” means the rate at which we buy your Sterling Pounds and convert them into Brazilian Reais or the rate at which we buy back Brazilian Reais.

“**Limits**” means the daily, monthly and annual maximum amount set for BB Remessa. Information about transaction Limits is available at www.bbremessa.com.

“**Remittance**” means the transaction or payment made by you to the Beneficiary’s account.

“**Returned Remittance(s)**” means:

- A Remittance that is returned to us by the bank in Brazil at the request of the Beneficiary; or
- A Remittance that is returned to us by the bank in Brazil at your request.

“**Terms**” means these Terms and Conditions which govern the use of BB Remessa.

“**Unprocessed Remittance(s)**” means:

- A Remittance that cannot be processed because the Beneficiary’s account details are incorrect or incomplete;
- A Remittance that cannot be authorised for payment because it would breach any applicable laws or regulations;
- A Remittance that cannot be processed because it would exceed the prescribed daily, monthly and/or annual Limits.