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Wirex General Terms of Service

1. Welcome

Previous [Terms and Conditions](#) in effect until August 30, 2019

Welcome to the Wirex General Terms of Service. These terms, combined with our Fees Page, Issuer Terms (where applicable), and any other documents referred to in these terms (collectively, the "**Terms**") set out the legal agreement between:

You, as the Wirex user; and

The Wirex company identified in paragraph 3 below (or "**we**", "**our**", or "**us**").

Please read through this document carefully to understand how your account and our services work. If you do not agree to these Terms, do not sign up for or use our services. Users in certain regions may have different Terms applicable to them.

2. Our Service

Wirex operates a platform accessible through the Wirex application, which is available for download on your mobile device (the "**App**"), and our website at <https://wirexapp.com>, that allows you to buy, sell and manage supported currencies and cryptoassets, as well as to apply for, manage and load money onto a Wirex payment card (the "Wirex Service").

The information provided through the Wirex Service is not intended to be and does not constitute financial advice or any other advice. It is general in nature and not specific to you. It is not an offer to buy or sell or a solicitation of an offer to buy or sell any security, product, service or investment, nor is it a recommendation, endorsement or sponsorship of any security, company or fund.

You should assess carefully whether your financial situation and tolerance for risk is suitable for any transactions you undertake using the Wirex Service, and you are responsible for conducting your own research before carrying out any transactions through the Wirex Service.



3. Who We Are

Different Wirex companies may provide services to you and may have different Terms applicable to you, depending on where you are ordinarily resident and where you create your Wirex Profile and / or Wirex Multicurrency Account:

Wirex users in:	Company Name	Jurisdiction	Registration Number	Registered Address
Countries not defined below	Wirex Limited	England	09334596	34-37 Liverpool St, London EC2M7PP United Kingdom
Canada	Wirex Canada	Canada	1070820-8	22 Adelaide Street West, Suite 3400, Toronto, Ontario, M5H4E3, Canada
USA	Wirex USA	Delaware	6805163	8 The Green, Ste A, Dover, Kent, Delaware, 19901
Singapore, Taiwan, Hong Kong, South Korea, Australia, and New Zealand	Wirex Pte Ltd	Singapore	201731976E	3 Temasek Avenue, #17-05, Centennial Tower, Singapore (039190)
Japan	Wirex Japan Limited	Japan	0104-01-133476	Marunouchi Kitaguchi, Building 9F 1-6-5 Marunouchi, Hiyoda-ku, Tokyo

4. Our Licensing

Wirex Limited is authorised with the Financial Conduct Authority as an e-money institution with registration number 902025.

Our activities in relation to cryptoassets are not regulated by the Financial Conduct Authority.

Wirex Canada is registered with the Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC") as a Money Service Business ("MSB") with registration number M18946201.

Wirex USA is a registered money service business with the Financial Crimes Enforcement Network (FinCEN) for seller of prepaid access and money transmission with registration number 31000133646433.

5. Your Wirex Profile

In order to use the Wirex Service, you will need to register using your email, set up an account with a password and verify your identity (your **"Wirex Profile"**).



We recommend that you use a strong password, with a combination of letters, numbers and special characters, with your Wirex Profile. You must enable 2-factor authentication to access your Wirex Profile.

Please refer to the security section below (in paragraph 9) for more information about the steps you must take to protect your Wirex Profile.

6. Accessing your Wirex Multicurrency Account

Where applicable, our Wirex Profile allows you to access an online multicurrency account (your "**Wirex Multicurrency Account**") and to view the transactions you make through your Wirex Multicurrency Account. Your use of the Wirex Multicurrency Account is subject to additional terms which can be found below. Only users in certain regions may be able to access a Wirex Multicurrency Account.

7. Your Wirex Card

You can order a Wirex payment card (the "**Wirex Card**") to use in combination with your Wirex Multicurrency Account. If you have ordered a Wirex Card, you'll see a separate card account on your Wirex Profile which will show you the balance of your Wirex Card.

You can top up your Wirex Card from your Wirex Multicurrency Account using the applicable functionality on the Wirex Service. You can then spend the funds on your Wirex Card anywhere where VISA is accepted. A maintenance fee applies to your use of the Wirex Card as set out [here](#), which we will deduct from the funds on your Wirex Multicurrency Account.

Your Wirex Card is issued by Contis Financial Services Ltd, which is authorised by the Financial Conduct Authority to issue eMoney (Firm Reference Number: 900025) and is a Principal Member of Visa Europe. Your use of the Wirex Card is subject to additional terms and conditions that set out the agreement between you and Contis (the **Issuer Terms**). If you decide to order and use a Wirex Card, you must also read and accept the Issuer Terms.

8. Cryptoasset and Reward Programmes

Any purchases and sales of cryptoassets that you make through the Wirex Service will be subject to additional terms, which you will find below.

We may, from time to time, offer rewards or other promotional programs, such as the Cryptoback program or Refer-a-Friend schemes. These programs are subject to separate terms, the terms for Cryptoback can be found below and the terms Refer-a-Friend can be found [here](#).

9. Security

It is **extremely important** for you to keep your Wirex Profile secure at all times. You are responsible for a  transactions initiated through your Wirex Profile. Unauthorised use of your Wirex Profile may have serious

consequences for you, including financial consequences. Ultimately, it is your responsibility to keep your Wirex Profile secure by engaging in the following practices:

Using a strong password for your Wirex Profile;

Keeping your phone safe and ensuring it is password-protected at all times;

Enabling 2-factor authentication to access your Wirex Profile;

Keeping your Wirex Card pin and other unique numbers safe and secure;

Closing the App when you are not using it;

Logging out of the Wirex website when you are not using it;

Changing your mobile, card pin and Wirex Multicurrency Account passwords regularly and not sharing these with anyone; and

Keeping your email account secure at all time.

If you believe your mobile, Wirex Card, or the login details for your Wirex Profile have been lost, stolen, or accessed without authorisation, you must contact us immediately at supportescalations@wirexapp.com or contacting the Help Center in the app. **We will not be responsible for losses incurred due to unauthorised access of your email.**

10. Information about You

Keeping your personal data safe is important to us. How we handle your personal data is explained in our [privacy policy](#).

11. Eligibility

You must meet the following criteria in order to create a Wirex Profile:

You must be 18 years of age or older and be resident of a country where Wirex is available, which you can check [here](#)

You must be an individual and not acting on behalf of a business. If you wish to open a business account with us you can do that [here](#);

You must only open one account with us and not have had a previous account with us that was blocked or closed;

You must verify your identity with us and pass any other checks we are required to conduct (such as anti-money laundering checks and know your customer procedures).

12. AML/KYC Verification



We take our anti-money laundering (AML) and know your customer (KYC) policies very seriously, and we monitor our platform for suspicious activity. You must comply with all requests to verify your identity, address, and source of funds.

We will require users to provide valid government-issued proof of identity documents and may ask for proof of address documents issued in the last six months.

Where we cannot verify your identity or the validity of your documents, you will be refused a Wirex Profile.

Where you appear on any governmental or inter-governmental sanctions list, you will be refused a Wirex Profile.

13. Restrictions on using Wirex

You must not use the Wirex Service for any of the following:

For any illegal purpose, including fraud and money laundering, and for any purpose prohibited by regulation, statute, ordinance, or other governmental or regulatory limitation;

For any debt-collection purpose;

To circumvent merchant restrictions or obtain goods or services without paying;

For commercial speculative trading purposes;

To manipulate the price of any asset or currency;

In any manner likely to result in complaints, reversals, chargebacks, fees, fines, penalties, or other liability to Wirex, other users, third parties, or yourself;

To provide yourself with a cash advance from your credit card, or help others to do so;

In any manner which results in a negative balance in any currency;

To burden or overload our infrastructure, facilitate any viruses, malware, malicious code or other form of IT attack or attempt to gain access to our systems and information;

To interfere with the Wirex Service in any manner;

To copy or reproduce our content or services in any manner;

To interfere with our third party providers in any manner;

To test credit card behaviours;

To circumvent our policies and procedures;

For use with any automatic trading, API, crawler scripts, or other methods inconsistent with ordinary use of the Wirex Service;

To harass our employees, agents, or other users; and

To trade FX for speculative purposes or FX arbitrage.



14. Wirex Remedies

If you breach these Terms in any manner we may, in our sole discretion, take the following actions:

If you breach these Terms in any manner we may, in our sole discretion, take the following actions:

Contact and/or warn third parties in connection with your actions, including other users, your bank or card issuer, law enforcement or regulatory bodies;

Refuse to complete transactions;

Fully or partially reverse a transaction or exchange; and

Pursue legal action against you.

15. Account Closure

You may close your Wirex Profile and Wirex Multicurrency Account at any time with us for any reason by contacting us. However, you may not close your Wirex Profile or Wirex Multicurrency Account while Wirex is conducting an investigation into your use of the Wirex Service, or while you have a remaining balance on your Wirex Multicurrency Account. Even if your Wirex Profile is closed, you will remain liable for any actions taken through your Wirex Profile prior to closure.

Nothing in this paragraph 15 affects any legal rights you may have under the law of the country in which you are resident.

16. Account Suspension and Termination by Wirex

We may end or suspend your use of the Wirex Service without notice to you, at any time, and with immediate effect in the following circumstances:

Where you have provided us with false or misleading information;

Where we determine, in our sole discretion, that your use of your Wirex Profile, Wirex Multicurrency Account or Wirex Card is detrimental or harmful to Wirex in any manner;

Where you have breached these Terms or engaged in any restricted activity;

Where we suspect you have breached these Terms or otherwise acted fraudulently, including during the AML/KYC verification process;

Where we are required to do so to comply with a court order, law, regulation, regulatory decree or ombudsman's orders;

Where you have been declared bankrupt; and

Where you have been declared deceased.



We may also terminate your Wirex Profile and your use of the Wirex Service at any time by giving you 2 months' notice.

17. Notice and Communications

We'll get in touch with you through the Wirex Service or the email address you provide on your Wirex Profile. Please make sure to keep this updated with an email address you check regularly. You should also check your transaction history regularly and let us know of any errors or unauthorised transactions. Any communications will be made in English.

18. Customer Support

If you need any help or want to make a comment or complaint, please contact our customer service at supportescalations@wirexapp.com. We aim to resolve all enquiries within two weeks.

Copies of these Terms are available upon request and on our Website.

19. Unresolved Complaints

Please give us the opportunity to resolve your complaint. We will respond to any complaints within 15 business days of receiving your complaint, except in exceptional circumstances beyond our control. In any event, we will respond to your complaint within 35 business days of receiving your complaint.

If we have not been able to resolve your complaint to your satisfaction, you may take your complaint to the relevant institution::

For users in the EEA: Contact the Financial Ombudsman Service (FOS), details of which are available [here](#). You can also call the FOS on 0300 123 9123 or write to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR.

For users in Canada: Contact the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC), details of which are available [here](#). You can also call FINTRAC on 1-866-346-8722 email guidelines-lignesdirectrices@fintrac-canafe.gc.ca or write to: 24th Floor, 234 Laurier Avenue West, Ottawa, Ontario K1P 1H7.

For users in the USA: Contact the relevant state regulator by using this list [here](#).

For users in Asia Pacific: Contact the Monetary Authority of Singapore (MAS) [here](#) ; complete the online enquiry form here: call (65)-6225-5577; or write to: 10 Shenton Way, MAS Building, Singapore, 079117..

For users in Japan: Contact the Japan Financial Services Agency, details of which can be found [here](#). You can also write to Financial Services Agency, The Central Common Government Offices No.7, 3-2-1 Kasumigaseki, Chiyoda-ku, Tokyo, 100-8967, Japan or email equestion@fsa.go.jp



20. Intellectual Property

All intellectual property rights in the Wirex Service, and all content and logos are owned by or licensed to Wirex. You may not copy, imitate, or use any of this intellectual property without our prior written consent. Nothing in these Terms grants you any intellectual property rights in the Wirex Service, other than the right to use the Wirex Service, and to download our mobile application on your device in order to access the Wirex Service, in accordance with these Terms.

Your right to use the Wirex Service is personal to you and you are not allowed to give this right to any other person. Your right to use the Wirex Service does not stop us from giving other people the right to use the Wirex Service.

21. Amendments to These Terms

We may make changes to our Terms and policies from time to time. Where possible, we will notify you at least 2 months in advance of the date of these changes. If you do not agree to the changes, you must stop using our services before the planned commencement date of the new changes. Continuing to use the Wirex Service means that you accept our new changes. Certain changes may occur immediately and without notice. This may happen when we are required to make changes by law, or where we make minor changes to these Terms that do not impact your rights and remedies or our obligations. When such changes occur, we will notify you as soon as reasonably practicable.

22. Our responsibility to you

The Wirex Service allows you to purchase services and products, and provides you with content and information that are owned or developed by third parties, or that operate on or are supported by third party networks. As we do not have any control over these services or products that you purchase, or content you view using the Wirex Service, we are not responsible for them in any way.

While we do our best to ensure that the features and functionalities of the Wirex Service are of a reasonably satisfactory standard and are available to you all of the time, certain features may rely on networks and connections that are beyond our control. Due to the nature of the Internet and technology, the Wirex Service is therefore provided on an “as is” and “as available” basis. As such, we cannot guarantee that the Wirex Service won’t be interrupted, or that you will not experience delays, failures or errors when using the Wirex Service.

We also give no guarantee as to the fitness for purpose of the Wirex Service for your specific needs. To the extent we are able to do so, we exclude any commitments that may be implied by law.

For any claim, our responsibility to you will be limited to any amounts you have paid us in the 12 months preceding your claim. If you have not paid us anything, we shall not be responsible to you for any claim arising out of the provision of the Wirex Service.

In every case, we will never be responsible for any loss or damage that is not reasonably foreseeable, or that is caused by a failure by you to comply with these Terms. 

23. Our Right to Set-Off

Sometimes we might be entitled to be compensated by you, for instance due to a technical error in your favour, when you have a negative balance on your account, or when you use the Wirex Service in such a way that violates the Terms. In such cases, we shall be entitled to recover any sum due to us by retaining some or all of your available funds or balances that you have stored in your Wirex Multicurrency Account or cryptoassets you have bought through the Wirex Service, regardless of what currency or cryptoassets those balances are held in.

Where necessary, we will convert currencies and cryptoassets at the applicable exchange rate.

24. Your responsibilities

You are responsible for:

All charges and other amounts incurred through your use of the Wirex Service at any time, including any amounts outstanding after you stop using the Wirex Service or if we suspend or cancel your Wirex Profile; and

Complying with any and all laws, rules and regulations of your jurisdiction that may apply to you in connection with your use of the Wirex Service, including but not limited to activities of import and export, taxes or foreign currency transactions. We will not be responsible for the execution of tax obligations, or calculation and transfer of taxes applied to you.

You are also responsible for keeping a copy of any information you upload to the Wirex Service or that is accessible through your Wirex Profile. We will not offer you compensation for any losses you might suffer as a result of any information that you access on the Wirex Service being deleted, or your access to such information being terminated or suspended if you or we terminate or suspend your use of the Wirex Service.

25. Apple App Store Provisions

This paragraph 25 applies where the App has been acquired from the Apple App Store. You acknowledge and agree that the Terms are solely between you and Wirex, not Apple, Inc. ("Apple") and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and (where applicable) Apple will refund the purchase price for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to Wirex as provider of the App.

You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; 

(ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to Wirex as provider of the software.

You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Wirex, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

You represent and warrant that (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You and Wirex acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms of Service as relates to your license of the App, and that, upon your acceptance of the terms and conditions of the Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Service as relates to your license of the App against you as a third-party beneficiary thereof.

26. Downloading Our App from other App Stores

Where you download our App from any other app store or distribution platform other than the Apple App Store, including the Google Play Store (the "Distribution Platform") you agree that:

- (a) the Terms are between you and Wirex, and not with the provider of the Distribution Platform ("Store Provider");
- (b) your use of the App must comply with the Store Provider's then-current Distribution Platform Terms of Service;
- (c) the Store Provider is only a provider of the Distribution Platform where you obtained the App;
- (d) Wirex, and not the Store Provider, is solely responsible for the App;
- (e) the Store Provider has no obligation or liability to you with respect to the App or the Terms; and
- (f) you acknowledge and agree that the Store Provider is a third-party beneficiary to the Terms as it relates to the App.

27. Accessing a Deceased's Account

In the event that you need to access a deceased's Wirex Profile, please contact us. We may ask you for supporting documentation, such as a death certificate, probate documents, or other documents proving you have the right to administer the deceased's estate.

28. No Investment Advice

We do not provide any type of investment advice. We may provide information concerning types of currencies and cryptoassets, prices, and events that may have influenced prices, all of which should not be considered investment advice. If you require investment advice you should contact a financial advisor. You are solely responsible for how you use our services and the financial results of your actions. 

29. Governing Law and Dispute Resolution

English law will apply to all disputes and the interpretation of these Terms. The English courts will have non-exclusive jurisdiction over any dispute arising from or related to your use of the Wirex Service. This does not affect your rights under the law of the country in which you are resident, including (where applicable) your right to have a dispute in relation to your use of the Wirex Service heard in the courts of that country.

30. Miscellaneous

No third-party rights are created in these Terms. Only you, as the holder of the Wirex Profile will have any rights to enforce these Terms. You cannot assign or transfer any of your rights under these Terms to someone else.

Where we do not enforce our rights under these Terms, we do not waive our rights. We may transfer or assign our rights under these Terms at any time.

Unless stated otherwise in these Terms, if any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the extent possible.

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Your Visa Debit & Prepaid Card will be issued by Contis Financial Services Ltd who is authorised by the Financial Conduct Authority to issue e-money (Firm Reference Number: 900025) and is a member of Visa. Please note the Visa card is an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. We ensure that any funds received by you are held in a segregated account so that in the unlikely event that Contis Financial Services Ltd becomes insolvent your funds will be protected against claims made by creditors.

