

SKRILL GENERAL TERMS OF USE 03-24-2017

1. Stipulations

1.1. By using the Skrill Payment Service (as described below), the Customer agrees to these Terms of Use (the "Terms of Use", "Terms" or "Agreement"), which form a legally binding contract between the Customer and Skrill USA, Inc. ("Skrill"), a Delaware corporation with its office at 61 Broadway,, New York, NY 10006. For consumer (individual) accounts, the "Customer" is the individual that registers for the Skrill Payment Service on the Skrill website. For non-individual legal entities (such as corporations), the "Customer", also referred to as "Merchant", is the legal entity that registers for the service through its officers, employees or other authorized persons. Skrill is a licensed money transmitter under the laws of various states. Click [here](#) for more information regarding the state licenses that the Skrill maintains.

1.2. Skrill, in its sole discretion, may amend these Terms of Use by posting the amended Terms of Use on the relevant section of the Skrill website. Customer may review the current Terms of Use prior to initiating any transaction using the Skrill Payment Service at any time by clicking on the Terms of Use section on the Skrill website. Amended Terms of Use shall become effective for existing Skrill Customers 30 days after they are posted on the Skrill website. Notwithstanding the foregoing, Skrill reserves the right to amend, update and remove certain Sections or portions of Sections of these Terms of Use (like Section 9) without notice and by publishing the amended updates of such Sections on the Skrill website, if explicitly stated in such Sections.

1.3. Except as stated in this section, Skrill and the Customer are the only parties who may rely on or enforce these Terms of Use. There are no third party beneficiaries to this Terms of Use, except affiliates of Skrill and the partner banks that Skrill has contracted with to assist Skrill in the provision of certain elements of the Skrill Payment Service.

1.4. Skrill is an independent contractor under this Agreement and for all-purpose, Skrill is not Customer's trustee or agent, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into agreements of any kind on behalf of the other. Skrill does not guarantee the identity of any Customer or Merchant.

2. Description of Skrill Payment Service

2.1. Each Customer of the Skrill Payment Service has a "Skrill Account" that maintains all funding account, payment transactional information and other information arising from Customer's use of the Skrill Payment Service. If Customer maintains a Stored Value Balance (as described below), the balance and transactional records of the Stored Value Balance are also reflected in the Customer's Skrill Account. A Skrill Account is not a deposit or other type of bank account.

2.2. Skrill operates the Skrill Payment Service that allows Customer to send and receive payments to and from other Customers registered with Skrill. For person-to-person payments (excluding credit card purchases from card-accepting merchants), Skrill is responsible for the transmission of funds between two Customers in accordance with the instructions of the sending Customer. As described further below, a Customer may fund the Customer's Stored Balance by means of a charge to the sending Customer's credit card or debit card issued by a U.S. financial institution or registered bank account with a U.S. financial institution. These accounts at third party financial institutions are referred to as "Customer's Registered Funding Accounts" in this Terms of Use. The Customer may also fund the Stored Value Balance (defined below) by receipt of incoming funds transfers from other Skrill Customers. All person-to-person payment transactions are processed by a debit to the sending Customer's Stored Value Balance and a credit to the receiving Customer's Stored Value Balance.

Skrill also permits certain Customers that are merchants to accept and process credit card payments directly from buyer Customers.

2.3. Skrill is regulated as a money transmitter by the various states of the United States, and is also a registered Money Services Business ("MSB.") with the U.S. Treasury Department. Skrill is subject to applicable U.S. federal and state laws and regulations, as well as Card Network rules in the operation of the Skrill Payment Service.

2.4. Customer may maintain a balance in the Customer's Skrill Account by either funding its Skrill Account with Customer's Registered Funding Account or by receiving a transfer of funds from another Customer and leaving those received funds in the Customer's Skrill Account. This balance of funds is called the Customer's "Stored Value Balance", however, Customer does not need to maintain Stored Value Balances in the Skrill Account in order to make or receive payments. All Customer Stored Value Balances in the Skrill Account are placed on

deposit with one or more Account Bank(s), which provide Customers and Skrill with deposit account services for the Stored Value Balances. Customer authorizes Skrill to establish one or more deposit account(s) at the Account Bank(s) and to deposit and withdraw the Customer's Stored Value Balance to and from such account(s) at the Account Bank(s), as necessary and appropriate to process Customer payments and to otherwise provide the Skrill Payment Service. Customer acknowledges and agrees that the Stored Value Balance on deposit at the Account Bank(s) may be held by the Account Bank(s) in an omnibus deposit account on a commingled basis with funds of other Customers of Skrill and may invest those funds in accordance with the various state laws, and that Skrill will own the interest or other earnings. Skrill will maintain the omnibus deposit account balances separate from its corporate funds and will not use such omnibus deposit account balances for Skrill operating expenses. Customer further acknowledges and agrees that Customer is not entitled to any interest or other compensation from the Account Bank(s), Skrill or any other person with respect to the Stored Value Balances that are placed on deposit at the Account Bank(s). All information regarding the Customer's Stored Value Balances on deposit with the Account Bank(s) will be reflected on Customer's transaction history page on the Skill's website. Customer will not receive a separate deposit account statement or other communication from the Account Bank(s) with respect to the Stored Value Balances. Customer may only access the Stored Value Balances on deposit at the Account Bank(s) through the Skrill Payment Service. Skrill acknowledges that with respect to the funds in the Account Bank(s), Skrill acts as an agent for its customer(s). The Stored Value Balance represents an unsecured claim against Skrill and is not insured by the Federal Deposit Insurance Corporation ("FDIC").

2.5. All fees are set forth in a separate [Fee Schedule](#) published on Skrill' web site, which is subject to change at Skrill' sole discretion following the procedure as set forth in paragraph 1.2.

2.6. Skrill may receive a fee or other payment from the Account Bank in consideration for making available the Stored Value Balances for deposit at the Account Bank and/or for other service rendered to the Account Bank. Customer acknowledges and agrees that Skrill is authorized to receive such a payment from the Account Bank, and that Customer has no claim or right to such fees or portion thereof.

2.7. If Customer leaves funds in the Skrill Account as a Stored Value Balance for a substantial period of time and Skrill and/or Account Bank is unable to contact Customer, the funds may be required to be turned over to state authorities under applicable escheat laws.

2.8. Customer acknowledges, that (i) Skrill is not a bank; (ii) funds in the process of transmission from a sending Customer to a receiving Customer through the Skrill Payment Service are not deposits of Skrill, the Account Bank or any financial institution; (iii) funds in the process of transmission are **not** insured by the FDIC or any other government agency; (iv) Skrill does not act as an agent, trustee, fiduciary or escrow holder with respect to funds in the process of transmission between Customers or in connection with the funds balances on deposit with the Account Bank; (v) Customer grants to Skrill a security interest and a lean on the Stored Value funds in Customer's Account; and (vi) Skrill does not pay interest on Customer's fund balances during transmission.

3. Registration For Service

3.1. In order for a consumer (natural person) to register for the Skrill Payment Service, the applying Customer must be at least 18 years of age and be a resident of the United States of America. In order for a business/commercial entity to register for the Skrill Payment Service, the applying Customer must have legal authority under its formation documents and/or applicable law to enter into this Terms of Use and must be located within the United States, and the authorized person acting on behalf of the Customer must be at least 18 years of age. The registration of businesses/commercial entities is governed by the Skrill Merchant Terms and Conditions, which can be found on the Skrill website.

All Customers must (i) have a credit or debit card issued by a U.S. financial institution or have a bank account at a U.S. financial institution that is accessible by electronic (ACH) debit, and (ii) provide all information requested by Skrill during the registration process or otherwise.

By applying to register for the Skrill Payment Service, Customer authorizes Skrill to request a credit report from a consumer reporting agency or otherwise access other third party databases containing information regarding individuals and companies, in order for Skrill to evaluate applicant Customer's application for the Skrill Payment Service and for Skrill to periodically review the Customer's use of the Skrill Payment Service. Skrill reserves the right to make any inquiries it considered necessary at its sole discretion to verify Customer's identity. This may require collecting Customer identity information, such as name, address, date of birth, social security number, taxpayer identification number and other information that would allow Skrill to reasonably identify Customer. In addition, Skrill reserves the right to ask Customer to verify his/her email address, financial instruments, order a credit report or verify Customer information against third party databases or other sources reasonably selected

by Skrill at its sole discretion. Customer acknowledges and agrees that Skrill may limit, suspend or close Customer's account in the event Skrill is unable to verify Customer's information.

Skrill is under no obligation to provide the Skrill Payment Services to an applicant Customer, and may decline an application for the Skrill Payment Service in its sole discretion.

3.2. Customer may only register for the Skrill Payment Service and establish a Skrill Account by completing the online registration. A Customer must maintain an active [postal mail] address, telephone number and email address to become a Customer and may not provide any false, inaccurate, incomplete or misleading information. Customer must not provide any name, bank account or credit card that he is not legally authorized to use. Customer is responsible for ensuring that the information provided at registration and subsequently is kept up to date. Skrill reserves the right to request further information pertaining to Customer's Account at any time. Failure to supply such information may result in limitation on usage of the Skrill Payment Service or suspension of the Skrill Account.

3.3. Each person is only entitled to register with the Skrill Payment Service one time and is only permitted to have one Skrill Account. Skrill reserves the right to terminate the Service and close the Account of any Customer who has opened multiple Accounts or registered multiple times for the Service without notice and in its sole discretion.

3.4. Some Customers may be eligible to participate in a frequent user or other rewards and loyalty programs. These reward programs, including their conditions, amount and issuance, shall be subject to the discretion of Skrill, and shall be non-transferable and non-refundable. Any reward offered by Skrill shall be limited to one per household.

3.5. Skrill will ensure that all personal information of the Customer is held in accordance with the data privacy and security provisions of the federal Gramm-Leach-Bliley Act, other applicable law, and Skrill's Privacy Policy. In some instances Customer may receive information about another Customer or Merchant; in such instance, Customer shall keep such information confidential and only use it in connection with the Skrill service. Customer may not disclose information about other Customers or Merchants to any third parties, including for marketing or other unauthorized uses, except if expressly authorized by the owner of the information.

4. Login

4.1. Customer is solely responsible for the security of his/her login email and password. The password should not be disclosed to any third party.

4.2. Every person who identifies him/herself by entering the correct login email and password is assumed by Skrill to be the rightful account holder/Customer and all transactions where the login email and password have been entered correctly will be regarded as valid and authorized by the Customer.

5. Funding Payment Transactions and Customer Stored Value Balance

5.1. In order to fund the Customer's Stored Value Balance in the Skrill Account, Customer may choose from one or more payment options available to Customer through the Skrill Payment Service. Skrill reserves the right to limit the number and type of Customer's Registered Funding Accounts that are permitted on the Skrill Payment Service. With respect to any funding transaction, Customer authorizes Skrill to initiate charges and debits to the Customer's Registered Funding Accounts in order to obtain funds for the requested funding transactions, plus applicable fees. Customer also authorizes Skrill to debit and credit the Customer's Registered Funding Accounts and Stored Value Balances to correct an error in any prior payment or funding transaction or to address a chargeback or reversal of a payment transaction.

5.2. If Skrill determines that Customer has requested a funding transaction from a bank account not held in Customer's name, the funds will not be credited to the Customer's Skrill Account, and will be returned to the indicated funding account, provided Skrill has sufficient details to return the payment.

5.3. If Customer's Account has a negative or insufficient balance, Skrill reserves the right to deduct amounts owed to Skrill from funds subsequently added to or received in the Customer's Account.

5.4 Terms and Conditions specific to Pre-Authorized Debits / ACH

5.4.1 ACH Authorization and Agreement: By providing your Bank Account number(s) to Skrill via the Skrill Site in connection with your election to add funds to or withdraw funds from your Skrill Account from time to time through a Bank Account, you provide this ACH Authorization and Agreement ("ACH Authorization and Agreement") and certify and agree as follows: (i) you are the owner of the Bank Account(s) whose number(s) you have supplied and designated as an add funds source for your Account; (ii) you are duly

authorized in accordance with your Bank Account agreement with your processing Bank, to authorize Skrill to debit such Bank Accounts; (iii) such Bank Account(s) is/are capable of and allow ACH transactions, (iv) such Bank Account(s) is/are in good standing, (v) such Bank Account(s) is/are a consumer personal account(s); (vi) you are authorized to make withdrawals from it/them and credits to it/them without the approval or participation of anyone else; and (vii) you authorize us to initiate credit or debit entries to your Bank Account(s) from time to time until your Skrill Account is closed and no further credits or debits are authorized or permitted under this Agreement.

5.4.2 Acknowledgements: You acknowledge and agree that (i) the origination of ACH transactions to and from your Skrill Account, must comply with the provisions of applicable law, and (ii) you will receive at the primary e-mail address of record you have provided via the Skrill Site, any required notices.

5.4.3 Authorization and Cancellation: Your ACH Authorization and Agreement is a continuing one that will remain in full force and effect until you cancel this ACH Authorization and Agreement by unlinking your linked Bank Account(s) by logging into your Skrill Account on the Skrill Site and removing the relevant Bank Account or by contacting Skrill Help. You agree to do so in time for Skrill to have a reasonable opportunity to act on your cancellation and you understand that you may only give notice of cancellation of this ACH Authorization and Agreement by unlinking your linked Bank Account(s) by logging onto your Skrill Account on the Skrill Site or contacting us, and failure to do so will void your notice of cancellation.

5.4.4 Consent: You understand that, to the extent permitted by applicable law, you will be deemed to have signed this ACH Authorization and Agreement by entering your Bank Account number(s) on the Skrill Site as a symbol of your consent and signature. You authorize us to date this ACH Authorization and Agreement as of the date you submit your Bank Account number(s) and you agree by checking the ACH Authorization and Agreement.

5.4.5 Amount, Timing or Specified Event/Action: the origination of ACH transactions to and from your Skrill Account is triggered by a request on behalf of the consumer and only upon the date of said request.

5.4.6 Account Validation: When you provide us with your Bank Account information, and as a condition to your using such Bank Account as an add funds source, we will need to verify your identity, authority and/or access to the Bank Account you identify. In order to do so, Skrill will credit your Bank Account with two (2) different and random micro-deposits, which you will be required to enter once prompted by the Skrill Site. Upon valid entry of the two (2) different micro-deposit amounts, your Bank Account(s) will be linked to your Skrill Account and you may make withdrawals from it and credits to it. In addition, we may use a third party provider tool to verify your identity and authorization of the Bank Account you identify.

5.4.7 Bank Transfers: When you use your bank account as your Payment Method for any transaction or to initiate an add funds transaction, you are requesting an electronic transfer from your Bank Account. For these transactions, Skrill will make electronic transfers via ACH from your Bank Account in the amount you specify. You agree that such requests constitute your authorization and consent to Skrill to make the transfers.

5.4.8 Contact Information: you may contact Skrill online or by calling us to make inquiries, obtain information or seek recourse with respect to any ACH transaction issued by you.

5.4.9 Recourse/Reimbursement Statement: You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this ACH Authorization and Agreement. To obtain more information on your recourse rights, contact your financial institution.

6. Sending Payments

6.1. In order for a sending Customer to instruct Skrill pay a receiving Customer, the receiving Customer must have a valid email address. The sending Customer may instruct Skrill to make a payment by entering the email address of the person or entity to receive the payment and the amount the sending Customer wishes to send on the "Send Money" page of the Skrill website.

6.2. When Customer sends a payment, Skrill will obtain the funds plus any commission or fee first by debiting Customer's funds in the Stored Value Balance of the Skrill Accounts, if any. If the Customer's funds in the Stored Value Balance are not sufficient to carry out Customer's requested payment in full, Skrill will obtain the remaining funds per Customer's instructions by debiting one or more of the Customer's Registered Funding Accounts. Skrill reserves the right to limit a Customer's choice of funding sources for any individual payment at Skrill' discretion.

6.3. Skrill will complete a requested payment transaction by sending the funds to the recipient Customer's Skrill Account. If the recipient does not have a Skrill Account, Skrill will send him/her an email asking him/her to register and activate an account with Skrill in order to receive the funds that the Customer has sent.

6.4. Until the requested payment is accepted by the recipient, Customer remains the owner of those funds and Skrill holds those funds, but Customer will not be able to withdraw those funds or send the funds to any other recipient unless the initial transaction is cancelled. If, within 14 days from the request for payment to be sent to a non-registered Skrill recipient, he/she has not opened and activated a new Skrill Account, Skrill will cancel the transaction and the funds will be sent back to the sending Customer's Account.

6.5. Customer is entitled to a refund of money to be transmitted if Skrill does not forward the moneys received from Customer within 10 days of the date of its receipt or does not give instructions committing an equivalent amount of money to the recipient designated by Customer within 10 days of the date Skrill receives the funds from Customer, unless otherwise instructed by Customer or otherwise barred by law from making a refund. If Customer's instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, Customer has a right to a refund. In addition, if a Customer is sending money to a recipient, Customer may cancel the transaction for a full refund within 30 minutes of the transaction, unless the funds have been received or withdrawn.

To request a refund, visit our website at <https://www.skrill.com/app/help.pl?s=contact> or write us at Skrill USA, Inc., 61 Broadway, Suite 1603, New York, NY 10006.

6.6. Some accounts, at Skrill' discretion, may have higher or lower payment transmission limits depending on their verification status. Skrill may establish and change these limits at any time without notice.

7. Receiving Payments

7.1. When receiving a payment through the Service, the amount received is credited to the Stored Value Balance of the Customer's Skrill Account until Customer further instructs Skrill with respect to the transmission of such funds. Skrill reserves the right to place a hold on funds credited to the receiving Customer's Stored Value Balance and to limit the subsequent sending or withdrawal of such funds for a period of time in order to protect Skrill and its Customers from potential fraud, loss or chargeback/reversal risk. In addition, Skrill reviews certain potentially high-risk transactions and in certain cases may place a hold on the payment and contact Customer for additional information.

7.2. If a person receives a notice that a payment has been sent to such person through Skrill but such person has not registered for the Service, Skrill will NOT deliver any funds to the intended recipient. The intended recipient of a requested payment transmission shall have no claim to those funds unless and until such person registers for the Skrill Payment Service, agrees to the current Terms of Use for the Skrill Payment Service, and indicates acceptance of the payment.

7.3. When a receiving Customer receives a payment through the Skrill Payment Service, the receiving Customer shall be liable to Skrill for any subsequent reversal of the transaction. Examples of such a reversal include, but are not limited to, a credit card reversal by the sender of the payment and a reversal of the transaction because the sender of the payment was using a stolen credit card or unauthorized bank account. Skrill may reverse a previously credited payment transaction at any time and without prior notice to the recipient Customer, (i) if Skrill receives a chargeback or reversal of the funding transaction associated with the payment transmission, (ii) if Skrill has reason to believe that the funding transaction was fraudulent or unauthorized, even if Skrill had not received an associated chargeback, or (iii) in order to protect Skrill or the sending Customer from a loss associated with the payment transaction.

8. Withdrawal of Funds From Account

8.1. Customer can request a withdrawal of funds from the Stored Value Balance of the Skrill Account at any time by logging into his/her Account and following the instructions in the 'My Account' section.

8.2. Prior to transferring funds to a Customer who has requested a withdrawal, Skrill may first take any measures that are reasonably required to prevent money laundering or fraud, or to confirm whether the holder of the Skrill Account is a person who is entitled to withdraw such funds. Skrill reserves the right to impose a reasonable hold on funds that a Customer has requested to be withdrawn in order to protect Skrill from potential fraud, loss or chargeback/reversal risk.

8.3. In case the Customer chooses to be paid via a credit to a bank account, Skrill will pay the proceeds of a withdrawal of funds by electronic transfer to an account with a bank designated by the Customer. Skrill will deduct the applicable withdrawal fee from the Customers' Account prior to the withdrawal. The Customer can designate the respective financial institution via the profile section of this website. Customer must designate an account at a financial institution located in the United States and designated account must be held in the name of the Customer.

8.4. Skrill will make a reasonable effort to ensure that the requested funds reach Customer's bank account within five business days of the day on which Customer gave the withdrawal instructions. Skrill shall not be responsible for any damage caused by failure of the funds to reach Customer's account in this time, including but not limited to if the failure is caused by a third party that is involved in the funds transfer.

8.5. All withdrawal fees are set forth in a separate [Fee Schedule](#) published on Skrill web site, which is subject to change at Skrill's sole discretion following the procedure set forth in paragraph 1.2. Skrill reserves the right to charge a correction fee if wrong or incorrect payment details were provided or if a withdrawal failed or was impeded due to any other reason not caused by Skrill (e.g. payment returned by recipient's bank).

9. Acceptable Use Policy. Actions by Skrill.

9.1. It is strictly prohibited or restricted to send payments in order to pay for and/or receive payments as consideration for the delivery of:

- Unlawful Internet Gambling, Sweepstakes;
- One-time raffles for substantial prizes (such as cars, yachts or houses);
- Illegal Substances and Products (such as drugs, controlled substances, human organs, firearms, explosives, and weapons including swords and knives);
- Internet pharmacies or businesses that advertise to/for online drug stores;
- Drug paraphernalia;
- Any product or serviced used to circumvent copyright laws of card brand rules;
- Counterfeit and replica products;
- Any business that refuses to obtain the relevant goods or services until after the customer pays for them (such as drop-shippers);
- Any business that does not maintain sufficient inventory to meeting sales or whose fulfillment house lacks the resources to promptly fill orders;
- Illegal multi-level marketing (MLM) or pyramid schemes (such as Ponzi schemes, matrix programs, get rich quick schemes, high-yield investment programs, etc.);
- Rebate-based businesses;
- Airlines or cruise lines or any travel agent selling tickets for such;
- Alcoholic beverages;
- Online Tobacco products;
- Electronic cigarettes (e-cigs);
- Government IDs and licences;
- Essay writing services;
- Freight forwarding and forwarding agents;
- Adult related and pornographic material including but not limited to websites selling videos/pictures and or DVDs of such;
- Escort services;
- Collection agencies;
- Credit repair, debt elimination or reduction services;
- Distressed property sales and marketing;
- Timeshare resales, rentals and related marketing;

- Mortgage/loan debt modifications;
- Pay day loans;
- Purchases of travel money or quasi-cash;
- Card not present discount membership and buying clubs;
- Prepaid access cards, SIM cards or pre-paid debit cards;
- Fortune-telling, dream interpretation, astrological or spiritual services and sites that may also offer 'potions' or 'magic' products;
- Matrimonial services and/or mail-order brides/grooms;
- Materials which incite violence, hatred or racism or which are considered obscene;
- Businesses that employ cold-calling tactics, pressure sales or unsolicited outbound telemarketing;
- Sale of "power levelling" services for video games;
- "Buying fans" and related business models;
- Extended warranty companies;
- Bail bond services or bankruptcy lawyers;
- Dietary supplements or any product with unproven or doubtful efficacy (including but not limited to weight-loss, colon cleanse, muscle building, anti-aging, male enhancement, etc.);
- Pawn shops;
- File hosting and sharing services and resellers of such ("cyberlockers");
- Third party processing and payment aggregators;
- Any business listed under the terminated merchant file by the card brands;
- Any business with excessive fraud or chargebacks;
- Any goods, products, services or distributions prohibited by any applicable law enforcement agency;
- Any business currently in bankruptcy;
- Any business selling goods or services deemed by Skrill USA, Inc. to lack value or that have questionable quality;
- Any business that represents unacceptable reputational risk to Skrill USA, Inc. or its brands.

Additionally Skrill cannot condone the trade of items or support of organizations that promote hate, violence, or racial intolerance. Therefore, Skrill will judiciously disallow organizations that promote or glorify hatred, violence, or racial intolerance from using Skrill to receive payments. Furthermore, such organizations may not be listed on any website of Skrill customers, nor may any of Skrill customers' websites advertise or support such organizations.

9.2. If Skrill, in its sole discretion, believes that Customer may have engaged in any prohibited or restricted activities, Skrill may take various actions to protect other Customers or Merchants, other third parties, Skrill or the Customer from reversals, chargebacks, claims, fees, fines, penalties and any other liability. The actions Skrill may take include but are not limited to the following:

- Suspend, limit or close Customer's access to Customer's Account or the Skrill Services
- Refuse to provide the Skrill Services to you in the future;
- Hold Customer Stored Value Balance for up to 180 Days if reasonably needed to protect against the risk of liability or if Customer has violated the Acceptable Use Policy outlined in this Section 9;
- Skrill may take legal action against you; and
- If Customer violates the Acceptable Use Policy, then in addition to the above actions Customer will be liable to Skrill for the amount of Skrill's damages caused by such violation of the Acceptable Use Policy. Customer hereby acknowledges and agrees that Two Thousand Five Hundred Dollars (\$2,500.00) per violation of the Acceptable Use Policy is presently a reasonable minimum estimate of Skrill's actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to Skrill that reasonably could be anticipated because, due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. Skrill may deduct such damages directly from any existing Stored Value Balance in the offending Skrill Account or any other Account controlled by Customer.

9.3. Skrill, in its sole discretion, may take various actions including, but not limited to, placing a hold, suspending or applying other limitation on Customer Account or the funds in it and/or releasing any or all of Customer Stored Value funds in the event it receives notice of a court order or other legal process that restricts the use of or

access to Customer Stored Value Balance or requires their release. In event not prohibited by the court order or other legal process, Skrill shall notify the Customer of any limitation placed on the Customer Account. Customer hereby acknowledges and agrees that any court order or legal process received by Skrill regarding Customer Account supersedes any notice obligation Skrill has undertaken or agreed to under the Terms herein and that Skrill is under no obligation to contest or appeal from any such order or process. Customer further acknowledges and agrees that any limitations on Customer Account which Skrill may place in order to comply with a court order or legal process shall be governed by this court order or legal process and may be maintained longer than 180 Days and Skrill reserves the right to decide in its sole discretion the appropriate scope of a hold and/or limitation to assure compliance with a court order or other legal process.

Additionally, in the event Skrill receives notice of a garnishment or equivalent legal process directing the restraint of funds in Customer Account or directing payment of funds from Customer Account to the court or another third party, Skrill may limit Customer Account and hold the funds in it for up to 180 days, and may disburse funds from Customer Account, as needed, for the purpose of resolving any claim, chargeback or reversal.

Customer acknowledges that Skrill's decision to take certain actions, including limiting access to Customer Account by placing holds or imposing limitations, may be based on confidential criteria that are essential to Skrill's risk and the security of other Customer Accounts and the Skrill system and Skrill is under no obligation to disclose the details of its risk management or security procedures to Customer.

9.4. Skrill reserves the right to amend this Section 9 without notice and in its sole discretion by publishing any updates of this Section on the Skrill website and such amended Terms will become effective immediately upon publication.

10. Fees

Customer is responsible for the payment of all applicable fees. Current fees are indicated on Skrill' web page. If Customer is unclear as to any applicable fee, he/she should contact the Skrill **Help Team**. All fees are due immediately and are subject to change at Skrill' sole discretion following the procedure set forth in paragraph 1.2. Customer authorizes Skrill to debit and credit the Customer's Account to correct an error in any prior payment or transaction, to collect fees due to Skrill under the applicable Fee Schedule, to address a chargeback or reversal of a transaction or to recover fees collected from Skrill by one or more of its Account Bank(s) in relation to maintenance of the balances of Customer Account.

11. Termination

11.1. Customer may close his/her Skrill Account at any time by giving notice to Skrill [Help Team](#). A Customer's withdrawal of funds in connection with the termination of a Skrill Account is subject to the limitations on withdrawal set forth in these Terms of Use.

11.2. Customer may not close his/her Skrill Account to evade an investigation and should Customer attempt to close his/her account during an investigation, Skrill may hold Customer's Stored Value balance for up to 180 days in order to protect Skrill, its affiliates or third parties against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. Customer acknowledges and agrees that he/she will remain liable for all obligations related to Customer Account even after the Customer Account is closed.

11.3. Skrill at its sole discretion, reserves the right to terminate an account of any Customer at any time for any or no reason upon notice to the Customer. As described in these Terms of Use, Skrill may delay payment of final withdrawal of funds. Skrill has the right to immediately close down a Customer Account by giving notice if there are valid grounds, in Skrill's sole discretion. Valid grounds are assumed under, but not limited to the following circumstances:

- a violation of any applicable law or regulation,
- breach of any of these Terms of Use,
- if there are reasons to believe that the account has been used in connection with unauthorized or unusual credit/debit card or bank account use, including without limitation, notice of same by Customer's bank or credit/debit card issuer,
- in case of abuse of the reversal or charge back process provided by Customer's bank or credit/debit card company,
- receipt of potentially fraudulent funds,
- to comply with money laundering or other investigations conducted by government authorities, agencies or commissions,
- return of a payment for insufficient funds in the bank account,

- any violation of Section 9.

12. Warranties, Liabilities and Disclaimers

12.1. Customer undertakes not to make use of the Skrill Service for or in connection with goods and services as described in section 9 of this Agreement or any illegal purpose or criminal activity of any nature (e.g. fraud, money laundering, child pornography) and undertakes not commit any other breach of these Terms of Use. Skrill will report any suspicious account activity to the appropriate law enforcement authority without providing notice to Customer. Skrill reserves the right to apply at its sole discretion prevention and detection procedures and suspend and freeze accounts or refuse the execution of transactions if there are reasonable grounds to suspect that an account is being or may be used in connection with any of the foregoing or if governmental authorities require so. Without prejudice of any other Section herein, Skrill may, at its sole discretion, assert reasonable handling expenses the Skrill incurs by a Customer's misuse of the Service and/or breach of these Terms of Use against Customer.

12.2. CUSTOMER REPRESENTS AND WARRANTS TO SKRILL THAT CUSTOMER IS OPENING A SKRILL ACCOUNT ONLY AFTER DETERMINING THAT OPENING AND MAINTAINING SUCH ACCOUNT VIOLATES NO FEDERAL OR STATE LAWS OR REGULATIONS APPLICABLE TO CUSTOMER OR CUSTOMER'S USE OF THE SERVICE. Customer warrants that he/she is not violating any law or regulation by his/her use of Skrill Payment Service, and Customer indemnifies Skrill for any and all losses or damages that might arise from Customer's use of the Service.

12.3. Skrill shall make reasonable efforts to ensure that all requested payments transactions and related funding transactions are processed in a timely manner. However, a number of factors, several of which are outside of Skrill's control such as processing time in the banking system or the mail service, will contribute to when the funds are received and payments processed. Skrill makes no representations regarding the amount of time needed to complete processing of a requested payment transaction, and Skrill shall not be liable to Customer or any other person for any actual or consequential damages arising from any claim of delay. Furthermore, Skrill makes no representations or warranties as to continuous, uninterrupted or secure access to the Skrill Payment Service, which may be affected by factors outside of Skrill control, or may be subject to periodic testing, repair, upgrade or maintenance.

12.4. Except for liability that may be imposed under applicable consumer protection laws, Skrill will not be responsible for any claim by a Customer unless the loss was caused by gross negligence, willful misconduct or fraud of Skrill. In particular, Skrill shall in no way and under no circumstances be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to have resulted from or caused by but not limited to the following scenarios:

- payments made to unintended recipients or payments made in incorrect amounts due to the input of incorrect information by senders,
- payment made by a third party who passes all identity and verification checks,
- any fraud, deception or misrepresentations by Customer, whether or not the Customer is verified in any manner,
- any damages resulting from a recipient's decision not to accept a payment made through Skrill,
- any errors or omissions in the website content,
- the misuse of the website content or the inability of any person to use the site,
- delays, losses, errors, or omissions resulting from failure of any telecommunications or any other data transmission system and the failure of the central computer system or any part thereof,
- any result of any acts of government or authority, any act of God or force majeure.

12.5. CUSTOMER EXPRESSLY AGREES THAT ITS USE OF SKRILL PAYMENT SERVICE AND WEBSITE IS AT ITS SOLE RISK AND THAT THE SERVICE AND WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SKRILL, ITS AFFILIATES AND THE ACCOUNT BANK EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

12.6. The Skrill Payment Service and all other actions of Skrill are limited to providing Customer with a payment facility. Skrill does not make any representations, warranty or guaranty as to the quality, safety or legality of the underlying purchase or other transaction that Customer is undertaking. Skrill does not have any responsibility for any goods or services for which Customer pays using the Skrill Payment Service and Skrill will not be liable for any charges, taxes or other duties in relation to such goods or services.

12.7. Customer is solely responsible for the accuracy and completeness of any instructions given to Skrill, and

Skrill does not review instructions to detect errors. Skrill makes no representation or warranty to a Customer regarding the identity or legitimacy of any other Customer using the Skrill Payment Service with whom the Customer may transact business or payments.

12.8. Where Customer disputes a transaction with another party, Skrill will not enter into the dispute in any way other than to confirm that the payment was made in accordance with the instructions Customer gave to Skrill.

12.9. If a sending Customer requests that Skrill make a payment to a person that is not located in the United States, or if a receiving Customer receives a payment from a sending Customer that is not located in the United States, Skrill will process the payment with the assistance of one or more of its affiliates, such as Skrill Ltd., located in England.

12.10. In the event a funding transaction to a Customer's Registered Funding Account is returned or reversed to the originator for any reason - whether upon his own request or by request of his bank or payment provider - will incur an administration/chargeback fee.

12.11. Customer agrees to release, indemnify, and hold Skrill and its affiliates harmless against any claim brought against the Skrill or any of its affiliates by a third party resulting from Customer's use of Skrill Payment Service in respect of all losses, actions, proceedings, claims, damages, expenses or liabilities whatsoever suffered and howsoever incurred by Skrill or any of its affiliates.

13. CONSUMER LIABILITY FOR UNAUTHORIZED PAYMENTS AND ERRORS

13.1. For consumer person-to-person payments that are funded by electronic fund transfer debits to Customer's bank account or a debit to Customer's Stored Value Balance, Customer is provided with certain protections against unauthorized transactions and errors in the processing of such payments. Customer has a right to dispute errors in Customer transaction and if Customer believe such error exists, he/she contact Skrill within 180 days of the transaction at 1-800-238-9984 or by contacting our **Help Team**. For additional information, please see the Consumer **Electronic Funds Transfer Disclosure and Error Resolution Policy**.

13.2. All Customers may have certain additional protections against unauthorized or erroneous payments through the Skrill Payment Service that are provided under applicable law and/or the card.. Customer may want to contact its account holding financial institution or card-issuing financial institution in the event of an error or unauthorized transaction that is reflected in account statements from such institutions.

14. Governing Law and Legal Disputes

14.1. For disputes, claims or to report account discrepancies, Customer shall contact Skrill **Help Team**.

14.2. This Agreement shall be governed by and construed in accordance with the federal laws of the United States of America and the state laws of the State of New York. Any claim arising out of or relating to this Agreement or the provision of the Skrill Payment Services offered by Skrill that cannot be resolved by contacting the **Help Team** shall be brought exclusively in the state or federal courts located in New York City, New York.

14.3. The Customer and Skrill shall keep confidential and not use for any collateral or ulterior purpose the subject matter of any claim and all information, documents and materials produced for, or arising in relation to, any claim including any award arising out of it except in so far as is necessary to implement and enforce any award or otherwise as required by law.

15. General

15.1. Skrill and Customer shall both comply with all applicable laws, contracts and applicable licenses regarding respectively the use and provision of the Services provided by Skrill.

15.2. Skrill may send notices to Customer at the email address or postal address provided. Customer may send notices to Skrill **Help Team**. Any notices by either party under these Terms of Use by email shall be deemed given on the day the email is sent, unless the sending party receives an electronic indication that the email was not delivered; and if by mail, shall be deemed given six (6) business days after the date of mailing.

15.3. Customer acknowledges that following the procedure as set out in paragraph 1.2 these Terms of Use are subject to amendment, modification or deletion if required by, or found to be in conflict with, applicable law or regulation or otherwise without affecting the validity or enforceability of the remaining terms and conditions. These Terms of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace any and all prior agreements. In the event of inconsistency between this version of the Terms of Use and the online version at www.skrill.com the online version will prevail.

15.4. All website designs, text and graphics, and their layout and arrangement and all intellectual property rights therein are the property of Skrill. Any use of web site materials, their reproduction, modification, distribution or

republication without express prior written consent is strictly prohibited.

15.5. Skrill' failure to exercise or enforce any right under these Terms of Use shall not be deemed to be a waiver of any such right or prevent Skrill from exercise or enforcement thereof at any time.

15.6. Customer may not transfer or assign any rights or obligations he may have under this Agreement without Skrill's prior written consent. Skrill reserves the right to transfer or assign this Agreement and all rights or obligations under this Agreement without notice and without Customer's consent.

If the Customer wishes to become a Merchant and/or use the Skrill Merchant Gateway Service he/she is asked to contact us-merchantservices@skrill.com. For information about Merchants and the Skrill Merchant Gateway Service please see the Merchant Services section on our website - www.skrill.com