1. Scope of the Skrill VIP Terms and Conditions

1.1 These Terms and Conditions ("VIP Terms and Conditions") shall apply to the Skrill VIP programme ("VIP Programme") in addition to the (“Skrill Account Terms of Use”) and the Skrill Privacy Notice. They regulate how you qualify for, maintain and/or lose Skrill VIP Status (as further defined below).

1.2 In the event of any inconsistency between the Skrill Account Terms of Use and these VIP Terms and Conditions, the VIP Terms and Conditions will, to the extent of this inconsistency, prevail.

2. Obtaining Skrill VIP Status

2.1 If you hold a valid Skrill Account and make Eligible Transactions totaling €15,000 (fifteen thousand Euros) or more in a Quarter (the "Minimum Requirements") your Skrill Account will qualify automatically for Skrill VIP status ("Skrill VIP Status") and you will become a Skrill VIP user ("Skrill VIP").

2.2 We will grant Skrill VIP Status to your Skrill Account the day after you satisfy the Minimum Requirements and will offer you the benefits described on the Skrill VIP section of the Skrill website (the "Skrill VIP Benefits"). The Skrill VIP Benefits vary depending on your Skrill VIP Level as further defined in section 3 below.

3. Skrill VIP Level

3.1 At the end of every Quarter we will assess the total volume of Eligible Transactions from your Skrill Account during that Quarter and apply one of the following Skrill VIP levels to your Skrill Account for the duration of the next Quarter ("Skrill VIP Level"):

- €15,000 (fifteen thousand euros) or more - "**Silver Level**";
- €45,000 (forty-five thousand euros) or more - "**Gold Level**";
- €90,000 (ninety thousand euros) or more - "**Diamond Level**".

3.2 If you reach the minimum transaction volume for a higher Skrill VIP Level during a Quarter, we will upgrade your VIP Level for the remainder of that Quarter. Any other changes to your Skrill VIP Level shall be made on the first day of Each Quarter.

3.3 We shall change the Skrill VIP Level as and when required in accordance with this Section 3. Your current Skrill VIP Level is displayed in the 'My Account Overview' section of your Skrill Account.

4. Skrill VIP Security Standards

4.1 You acknowledge and agree that you will:

- comply with the security responsibilities set out in the Skrill Account Terms of Use;
- keep your Skrill Account login and password confidential and (unless we say you can) will not share these details with anyone or write them down.
- change your Skrill Account password regularly and use different passwords for different sites.
- if you retrieve your Skrill Account information by email, permanently delete the e-mails containing this information.
- contact Skrill immediately if you believe your Skrill Account has been accessed by another person.
- access your Skrill Account only from your personal computer or mobile device and take all reasonable care whenever you input your Skrill Account information online.
- not respond to any e-mails asking you to provide your Skrill Account security credentials.
- use up-to-date anti-virus and anti-spyware programs together with a firewall system on your computer and mobile device.
- regularly review your Skrill Account statement and report any errors or unauthorised transactions

to Skrill as soon as possible in accordance with section 5.2 of the Skrill Account Terms of Use.
- provide assistance in any investigation of any actual or suspected unauthorised access to your Skrill Account. The standards set out in section 4.1 (a) to (j) and any others in the security procedures notified under section 5.1 of the Skrill Account Terms of Use are together referred to as the "Skrill VIP Security Standards".

5. Losing VIP Status and Termination

5.1 Should you fail to reach the Minimum Requirements in any Quarter you will lose your Skrill VIP Status and will no longer receive Skrill VIP Benefits.

5.2 Notwithstanding the foregoing, Skrill reserves the right to remove your VIP Status, refuse to grant Skrill VIP Benefits, or suspend or terminate your Skrill Account, at any time and at its sole discretion where there is reason to believe that:

- any unauthorised access to your Skrill Account is a result of your failure to comply with the VIP Security Standards or as a result of your careless or improper handling, storage or disclosure of your Skrill Account information; and/or
- you have breached or attempted to breach these VIP Terms and Conditions or the Skrill Account Terms of Use; or
- you have attempted to circumvent or otherwise breach Skrill's security or operational procedures or have tried to abuse any of the Skrill offers, including without limitation, in any of the following scenarios:
- Any send or receive money transactions to or from Skrill Merchants are not associated with a legitimate activity which is deemed satisfactory at Skrill's or Merchant's sole discretion.
- Any action and/or attempt to register and/or verify more than one Skrill Account under your own name or the name of a third party ("Multiple Accounts").
- Using Multiple Accounts to take advantage of promotional campaigns and bonuses offered by Skrill or a Skrill Merchant.

6. Changes to the Skrill VIP Terms and Conditions

6.1 Skrill reserves the right to change these VIP Terms and Conditions at any time including the right to withdraw the Skrill VIP Programme completely.

6.2 Subject to section 6.3 below, changes will be communicated via e-mail to the primary email address registered with your Skrill Account. The proposed change will come into effect 2 months after the notice is deemed to be delivered (see section 17.1 of the Skrill Account Terms of Use), unless you give us written notice that you object to the proposed change. Your objection notice shall be deemed to constitute a notice to terminate your participation in the Skrill VIP Programme and the VIP Terms and Conditions will no longer apply to you.

6.3 The 2 months' notice period shall not apply where we believe, in our reasonable opinion, that the change neither reduces your rights nor increases your obligations. In such instances, the change will become effective immediately without prior notice.

7. Miscellaneous

7.1 You acknowledge and consent that Skrill may share your personal information with Skrill Merchants for the purposes of investigating suspicious transactions.

7.2 All decisions by Skrill are final and no further correspondence will be entered into.

7.3 These VIP Terms and Conditions shall be governed by and interpreted in accordance with the law of Ireland. In the event of a dispute arising out of or in relation to these VIP Terms and Conditions, the

parties hereby irrevocably submit to the exclusive jurisdiction of the Courts or Dublin without regard for conflict of law rules.

7.4 If any part of these VIP Terms and Conditions are found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the VIP Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

7.5 These VIP Terms and Conditions are written in English and if they are translated into any other languages, it is for convenience only and the English version shall prevail.

8. Definitions and Interpretation

8.1 The following terms when used in these VIP Terms and Conditions shall have the following meaning:

"Eligible Transaction" means (i) send money transactions to Skrill Merchants and (ii) Cryptocurrency Transactions (as defined the Skrill Cryptocurrency Terms of Use). The following do not qualify as Eligible Transactions:

- Transactions made using your Skrill Prepaid Mastercard, either online or at a physical point of sale;
- person to person transactions, including transfers between your own accounts.

"Quarter" means each of the following three-month periods in any calendar year: 1 January – 31 March; 1 April – 30 June; 1 July – 30 September; 1 October – 31 December.

"Skrill Merchant" means any person using the Skrill payment processing services for commercial purposes subject to the Skrill Merchant Terms and Conditions.

"Skrill Account" means the electronic money account made available to you in accordance with the Skrill Account Terms of use.

"You" or "Your" shall mean you, the natural person in whose name the Skrill Account is opened and maintained;

"Skrill" means Paysafe Payment Solutions Ltd., a company incorporated under the laws of Ireland with registration number 626665, authorised by the Central Bank of Ireland (CBI) under the Electronic Money Regulations 2011 for the issuing of electronic money under register number C184986.