

## AFFILIATE PROGRAM TERMS AND CONDITIONS

These AFFILIATE PROGRAM TERMS AND CONDITIONS constitute an agreement (the “**Agreement**”) between you (“**you**” or the “**Affiliate**”), on the one hand, and **SKRILL USA, INC.**, a Delaware corporation with a business address of 100 N Biscayne Blvd., Suite 2120, Miami, Florida 33132 (“**Skrill USA**”), on the other hand. For purposes of this Agreement, each of Affiliate and Skrill USA is a “**Party**” and, collectively, constitute the “**Parties**”.

### 1. ABOUT THE AFFILIATE PROGRAM

- 1.1 The Skrill USA, Inc. Affiliate Program (the “**Affiliate Program**”) allows Skrill USA Members to generate commissions through the referral of new Skrill USA Digital Wallet Accounts to Skrill USA. To participate in the Affiliate Program, you must:
- (a) be a Skrill USA Member;
  - (b) comply with the Skrill USA Digital Wallet Service [Terms of Use](#) (the “**Terms of Use**”), which Terms of Use are incorporated by reference into this Agreement as if fully set forth herein;
  - (c) complete full account verification as per the instructions in your Skrill USA Digital Wallet Account; and
  - (d) establish and maintain an Affiliate Account in your name and in good standing.
- 1.2 Skrill USA partners with Income Access, a Paysafe company, for purposes of tracking Commissions payable to Affiliate pursuant to Section 4 hereof. Upon your approval as an Affiliate by Skrill USA, you will be required to establish an Affiliate Account that will be powered by Income Access. Your Affiliate Account will allow you to track your Referred Accounts and Sub-Affiliates, the transaction activity of such Referred Accounts and Sub-Affiliates, and the Commissions earned by you under this Agreement. More information about Income Access may be found at <https://incomeaccess.com/>.
- 1.3 Your Affiliate Account shall become active and this Agreement shall become effective and binding on the Parties on the date (the “**Effective Date**”) that Skrill USA sends to you an email announcing your acceptance into the Affiliate Program and providing you with instructions on how to log into your Affiliate Account.
- 1.4 Skrill USA reserves the right to change, modify or amend these Affiliate Program Terms and Conditions at any time. Subject to Section 4.2 hereof, any such change, modification or amendment shall become effective as soon as the same is published on the Skrill USA website or is sent to you at your registered email address. Your continued participation in the Affiliate Program after the effective date of such change, modification or amendment shall be deemed your acceptance thereof.
- 1.5 Skrill USA reserves the right to cancel or terminate the Affiliate Program upon not less than sixty (60) days’ notice to Affiliate, or such shorter time period as may be required by Applicable Law.

### 2. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

“**Affiliate**” has the meaning set forth in the first paragraph of this Agreement.

**"Affiliate Account"** means an account established between Affiliate and Income Access, pursuant to which Affiliate shall receive a username, account number/ID and log-in credentials (separate and apart from your Skrill USA Digital Wallet Account), that Referred Accounts shall be linked to.

**"Affiliate Marketing Policy"** has the meaning set forth in Section 5.1 hereof.

**"Affiliate Program"** has the meaning set forth in Section 1.1 hereof.

**"Applicable Law"** means any provision of all laws, statutes, ordinances, rules, regulations, permits, judgments, directives, decisions or other similar mandates of any applicable Regulatory Authority having competent jurisdiction over, or application, to any Party, Referred Account, Referred Member, Sub-Affiliate, the Affiliate Program or any other subject matter relevant to this Agreement.

**"Business Day"** means any day other than Saturdays, Sundays or any federal or state holidays in which banks in Florida are generally closed.

**"Commissionable Transaction"** means any transaction in which a Referred Account transfers funds to a Skrill USA Merchant using the Skrill Digital Wallet Service for which Skrill USA receives fees from such Skrill USA Merchant; *provided, however*, that no such payment transaction using a Skrill Prepaid Card shall constitute a Commissionable Transaction.

**"Commissions"** has the meaning set forth in Section 4.1 hereof.

**"Confidential Information"** means all proprietary, non-public information, whether written or oral, provided by one Party to the other Party, including each Party's financial information, techniques, processes, methodologies, schematics, ideas, analyses, performance information, user documentation, internal documentation, details of planned or current products or services, computer records or software, specifications, models, prototypes, compositions, samples or other information that is or may be either applicable to or related in any way to the business or affairs of the disclosing Party; *provided, however* that Confidential Information shall not include any information that: (i) is already known to the receiving Party free of any restriction at the time it is obtained; (ii) is subsequently learned by the receiving Party from an independent third party free of any restriction and without breach of this Agreement; (iii) becomes publicly available through no wrongful act of the receiving Party; or (iv) is independently developed by the receiving Party without reference to any Confidential Information of the other Party.

**"Entity"** means any corporation, general or limited partnership, limited liability company, limited liability partnership, joint venture, estate, trust, association, organization, governmental body, or other similar type entity or body.

**"Income Access"** means EcomAccess Inc, a company incorporated and registered under the laws of Quebec, Ontario, and a wholly owned subsidiary of Paysafe Group, Ltd.

**"Intellectual Property"** means any patents, trademarks, copyrights, design rights (whether registrable or not), logos, tradenames, domain names, moral rights, know-how, trade secrets, rights in databases, rights in computer software and any other similar rights or obligations whether registrable or not (and including all applications and renewals or extensions of such rights) in any country.

**"Net Merchant Revenue"** means the revenues received by Skrill USA from any and all Skrill USA Merchants related to Commissionable Transactions, excluding any related administration fees, chargeback costs, foreign exchange fees, rebates, or third party commissions payable by Skrill USA.

**"Person"** means any individual person.

**"Prohibited Activities"** has the meaning set forth in Section 7 hereof.

**"Proprietary Material"** has the meaning set forth in Section 6.1 hereof.

**"Referral Link"** means a hyperlink or a tracking code provided to the Affiliate by Skrill USA through an Affiliate Account for the purpose of allowing prospective new Skrill USA Members to apply for a Skrill USA Digital Wallet Account or prospective new Skrill USA Affiliates to apply for an Affiliate Account. Both the hyperlink and the tracking code contain a tracking cookie that enables Skrill USA to identify a new Referred Member or a prospective Sub-Affiliate.

**"Referred Account"** means the Skrill USA Digital Wallet Account of a Referred Member.

**"Referred Member"** means any Person who, for the first time, establishes a Skrill USA Digital Wallet Account with Skrill USA through the referral efforts of an Affiliate as permitted and authorized by Section 3.1 of this Agreement.

**"Regulatory Authority"** means any national, regional, state or local government or governmental agency or subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions.

**"Skrill USA Digital Wallet Account"** means an online stored value account registered by a Skrill USA Member with Skrill USA in accordance with the Terms of Use; *provided, however*, Affiliate acknowledges and agrees that no Skrill USA Digital Wallet Account is an actual individual deposit account holding funds, but instead is a bookkeeping ledger entry only reflective of those net funds attributable to a Skrill USA Member that are held in a single pooled, logically segregated account with a licensed financial institution until payment instructions are received by Skrill USA from any applicable Skrill USA Member.

**"Skrill USA Digital Wallet Service"** means the digital wallet payment service sponsored by Skrill USA as described in the Terms of Use.

**"Skrill USA Member"** means any Person who has established and registered a Skrill USA Digital Wallet Account for personal, non-commercial use.

**"Skrill USA Merchant"** means any Person or Entity that, by entering into a Skrill USA merchant agreement, has agreed to participate in the Skrill USA Digital Wallet Service in connection with receiving payments for such Person's or Entity's products and/or services.

**"Skrill USA Prepaid Card"** means a payment card issued to a Skrill USA Member that is linked to such Skrill USA Member's Skrill USA Digital Wallet Account.

**"Sub-Affiliate"** means any Person referred to Skrill USA by Affiliate, as permitted and authorized by Section 3.2 of this Agreement, for the purpose of such Person becoming approved by Skrill USA as a participant in the Affiliate Program to market the Skrill USA Digital Wallet Service to prospective new Skrill USA Members.

**"Terms of Use"** has the meaning set forth in Section 1.1(b) hereof.

### 3. REFERRALS

3.1 Referred Accounts. Subject to the other terms and conditions set forth in this Agreement, Affiliate may acquire Referred Accounts as follows

- (a) Affiliate is authorized to promote and recommend the Skrill USA Digital Wallet Service to Persons who are U.S. residents, and encourage such prospective new Skrill USA Members to apply for a Skrill USA Digital Wallet Account by using the Referral Link on any website or other online portal operated by Affiliate.
- (b) Affiliate acknowledges and agrees that Skrill USA may, in its sole discretion, accept, decline, suspend or terminate any prospective new Skrill USA Member referred by Affiliate hereunder. Your referral of any non-U.S. residents for the Skrill USA Digital Wallet Service is prohibited.

- (c) Upon Skrill USA's approval, the Referred Member's Skrill USA Digital Wallet Account shall become a Referred Account of Affiliate, thereby making Affiliate eligible to receive Commissions related to such approved Referred Account pursuant to the terms of Section 4 hereof.

### 3.2 Sub-Affiliates.

- (a) Subject to the other terms and conditions set forth in this Agreement, Affiliate may acquire Sub-Affiliates as follows:
  - (i) Affiliate may actively promote and recommend Skrill USA Services and the Affiliate Program to prospective Sub-Affiliates and encourage such prospective Sub-Affiliates to apply for an Affiliate Account by posting a Referral Link in articles, emails, blog posts or e-commerce sites or any other media that would attract relevant participants. Any such participant that registers as an "Affiliate" through such posted Referral Link shall be deemed a Sub-Affiliate of Affiliate
  - (ii) Referred Members of Affiliate who pro-actively apply for an Affiliate Account can become Sub-Affiliates of Affiliate upon Skrill USA's approval thereby making Affiliate eligible to receive Commissions related to such approved Sub-Affiliate pursuant to the terms of Section 4 hereof. The relationship between Affiliate and any such Referred Members shall be tracked using tracking cookies recorded on the Referred Members' applicable browser.
- (b) Notwithstanding Section 3.2(a) hereof, registration by any such participant as an "Affiliate" after the expiration and/or deletion of the tracking cookie from the browser from which such participant was referred shall prevent such participant from being deemed a Sub-Affiliate of Affiliate and prevent Affiliate from earning any Commissions from such participant's subsequent transaction activities.
- (c) Affiliate acknowledges and agrees that Skrill USA may, in its sole discretion, (i) accept or decline any Person referred by Affiliate to become a Sub-Affiliate under the Affiliate Program, and/or (ii) determine that there is not a rational basis to associate any such Person as your Sub-Affiliate.
- (d) Upon Skrill USA's approval, Affiliate shall be entitled to receive Commissions related to such approved Sub-Affiliate pursuant to the terms of Section 4 hereof.

3.3 Status of Accounts. Skrill USA shall have the sole and exclusive authority to negotiate with respect to each applicant to establish, modify, terminate or extend the terms and conditions of any such applicant's status as a Referred Member or Sub-Affiliate. Affiliate acknowledges and agrees that Affiliate will in no way be responsible for, have any ownership interest in, or be a party to any agreement between Skrill USA and any such Referred Member or Sub-Affiliate. Further, except as set forth in Section 4.11 hereof, Skrill USA shall have no obligation to share with Affiliate any details or information related to any such Referred Member or Sub-Affiliate.

## 4. COMMISSIONS

4.1 In consideration of the services rendered by Affiliate under this Agreement, Skrill USA shall, subject to Section 4.2 of this Agreement, pay to Affiliate the following compensation ("**Commissions**"):

- (a) 20% of Net Merchant Revenue earned from Referred Accounts; and
- (b) 10% of the commissions paid to any Sub-Affiliate in relation to the Affiliate Program.

4.2 NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, SKRILL USA RESERVES THE RIGHT TO CHANGE THE APPLICABLE COMMISSION RATES SET FORTH IN SECTION 4.1, OR TO TERMINATE AFFILIATE'S RIGHT TO RECEIVE COMMISSIONS ENTIRELY UNDER THIS AGREEMENT, UPON NOT LESS

THAN SIXTY (60) DAYS' PRIOR NOTICE TO AFFILIATE. FOR THE AVOIDANCE OF DOUBT, YOU ACKNOWLEDGE AND AGREE THAT SKRILL USA MAY REDUCE OR ELIMINATE THE COMMISSIONS YOU ARE ENTITLED TO RECEIVE WITH RESPECT TO ANY REFERRED MEMBERS OR SUB-AFFILIATES, EVEN THOSE APPROVED BY SKRILL USA PRIOR TO THE DATE OF ANY SUCH CHANGE OR ELIMINATION HEREUNDER.

- 4.3 Skrill USA reserves the right to establish maximum limits on Commissions payable to Affiliate with respect to any Referred Member or any Sub-Affiliate, or with respect to the Affiliate Program, as may be required from time-to-time to comply with any Applicable Law.
- 4.4 For the avoidance of doubt, unless otherwise agreed to by Skrill USA in writing, each Referred Member shall only have one Referred Account. No Commissions shall be payable by Skrill USA to Affiliate in relation to any Skrill USA Digital Wallet Account(s) held by any Referred Member other than the sole designated Referred Account.
- 4.5 No Commissions shall be payable by Skrill USA to Affiliate in relation to any transactions by any Referred Member taking place outside the United States, including any transactions with Skrill Ltd., a company incorporated under the laws of the United Kingdom.
- 4.6 Without prejudice to any other remedies available to Skrill USA under this Agreement, Skrill USA reserves the right to, immediately and without notice, stop paying Commissions to Affiliate in respect of any Referred Account or Sub-Affiliate where Skrill USA has reasonable grounds to believe that such Referred Account or Sub-Affiliate is (i) violating Skrill USA's Terms of Use; (ii) performing, or is attempting to perform, any Prohibited Activity; (iii) violating any Applicable Law; or (iv) is engaged in any act of fraud or willful misconduct in relation to such Referred Account or Sub-Affiliate's participation in any Skrill USA program.
- 4.7 Commissions shall be due and payable by no later than the last day of the month immediately following the month during which such Commissions were earned. Payment of Commissions shall be made by Skrill USA solely by depositing such Commissions into Affiliate's Skrill USA Digital Wallet Account. If Affiliate's Skrill USA Digital Wallet Account is closed and/or suspended (whether permanently or temporarily) for any reason, Skrill USA will be unable to pay the Commissions to Affiliate. It is Affiliate's responsibility to ensure that Affiliate's Skrill USA Digital Wallet Account remains open and active. Skrill USA shall not be liable to Affiliate for any losses or damages incurred by Affiliate due to the Affiliate's Skrill USA Digital Wallet Account being closed and/or suspended.
- 4.8 Skrill USA reserves the right to refuse to pay Commissions to Affiliate if your payment details in your Affiliate Account do not match your payment details in your Skrill USA Digital Wallet Account. In addition, Skrill USA will complete pay outs only if your Skrill USA Digital Wallet Account is in your personal name.
- 4.9 Notwithstanding any provision in this Section 4 to the contrary, if any month's Commission due and owing to Affiliate hereunder is less than One Dollar (\$1.00), such month's Commission shall be rolled over into the first subsequent calendar month in which the cumulative Commission payable to Affiliate hereunder is equal to or greater than One Dollar (\$1.00).
- 4.10 Skrill USA may set off against Commissions otherwise owing to Affiliate for any sums that are due and owing to Skrill USA by Affiliate or any of its affiliated entities.
- 4.11 Commissions will be paid inclusive of all applicable taxes. If Affiliate runs a business that is subject to sales tax, then Affiliate shall issue to Skrill USA, in a form and at intervals requested by Skrill USA, an invoice recognized by all relevant tax authorities for the purpose of reclaiming any tax paid by Affiliate on Commissions.
- 4.12 Affiliate may obtain Commission reports, and track the transaction activity of its Referred Accounts and Sub-Affiliates at any time, by logging onto Affiliate's Income Access Account. Affiliate must promptly and carefully review all Commission reports on a regular basis and notify Skrill USA of any errors or discrepancies. Any calculation by Skrill USA of the monthly Commission amount due and owing to Affiliate that is not objected to by Affiliate within thirty (30)

days of the date such payment amount has been deposited into your Skrill USA Digital Wallet Account shall be deemed final and binding on Affiliate. If Affiliate objects to any Commission payment amount within such 30-day period, Skrill USA shall use commercially reasonable efforts to investigate and resolve any errors or discrepancies and pay any outstanding Commissions due and owing to Affiliate.

## 5. SKRILL USA AFFILIATE MARKETING POLICY

- 5.1 Affiliate Marketing Policy. Affiliate must read and understand the Skrill USA Affiliate Marketing Policy set forth in this Section 5 (the “**Affiliate Marketing Policy**”). Affiliate is independently responsible for complying with the Affiliate Marketing Policy (as may be amended from time to time on Skrill USA’s website) when participating in the Skrill USA Affiliate Program.
- 5.2 Marketing Prohibitions. Affiliate must at all times cooperate in good faith with Skrill USA to promote the Skrill USA Digital Wallet Service, and is prohibited from engaging in any of the following activities when participating in the Affiliate Program:
- (a) Affiliate shall not offer, promote or market the Affiliate Program or the Skrill USA Digital Wallet Service anywhere outside the United States.
  - (b) Affiliate shall comply with all Applicable Laws applicable to the promotion and marketing of the Affiliate Program.
  - (c) Affiliate shall not represent himself or herself as an agent or authorized representative of Skrill USA or any of its affiliated companies or otherwise make any representations or warranties on behalf of Skrill USA.
  - (d) Affiliate shall not pay or promise to pay any monies or any other financial compensation that is designed to incentivize potential Referred Members (i) when promoting and referring the Skrill USA Digital Wallet Service; (ii) the Affiliate Program; or (iii) based on the volume of transactions to be processed by potential Referred Members.
  - (e) Affiliate shall not take any action designed or likely to induce, encourage or cause any Member to modify his or her existing terms with Skrill USA or to terminate his or her existing relationship with Skrill USA for any purpose, including for the purpose of re-registering such Referred Member so as generate additional Commissions for the benefit of Affiliate.

## 6. LICENCE AND USE OF PROPRIETARY MATERIAL

- 6.1 For the duration of, and strictly for the purposes of, this Agreement, Skrill USA hereby grants to Affiliate a revocable, non-exclusive, non-transferrable licence to use, copy and distribute the Skrill USA trademark, trade name and logo provided by Skrill USA directly to Affiliate (“**Proprietary Material**”).
- 6.2 Skrill USA reserves the right to revoke Affiliate’s licence granted under Section 6.1 hereof at any time and at Skrill USA’s sole and absolute discretion.
- 6.3 With respect to any and all Proprietary Material, Affiliate covenants and agrees as follows:
- (a) Affiliate shall only use and/or display the Proprietary Material on any website, mobile platforms or applications, and offline media platforms (including, but not limited to, classified ads, magazines and newspapers) that have been pre-approved in writing by Skrill USA;
  - (b) Affiliate shall not use any altered or modified version of any Proprietary Material (including by varying any proportions, colors or elements, or by animating, morphing or otherwise distorting any such Proprietary Material’s perspective or appearance), or use any Proprietary Material in any manner that is inappropriate or is

in any way detrimental to Skrill USA, as such may be determined by Skrill USA in its sole and absolute discretion;

- (c) Affiliate shall not use social media sites (including but not limited to Facebook, LinkedIn, Twitter and Instagram) to display Proprietary Material or promote the Skrill USA Digital Wallet Service or Affiliate Program without Skrill USA's prior written approval;
- (d) Affiliate shall not bid on any keyword or on any Pay Per Click Search Engine where such keyword contains Proprietary Material or other Intellectual Property owned by Skrill USA (or its licensors) or any variation or close facsimile of the same. Further, Affiliate shall not bid on any word or term that is confusingly similar to any of the Proprietary Material or other Intellectual Property owned by Skrill USA (or its licensors);
- (e) Affiliate shall not use Skrill USA's (or any Skrill USA affiliated company's) name, trademarks, logos, trade names, business name, or the names of any of the services and/or products (or any name, trademarks, logos, trade name, or business name that is confusingly similar to the foregoing) in Affiliate's corporate name, trade name, e-mail address, social media network account names or domain names. In addition, Affiliate shall not apply for or register any of the same in its own name; and
- (f) unless otherwise previously agreed to in writing by Skrill USA, Affiliate may not sell, resell, assign, licence, sublicense or otherwise transfer rights to any Proprietary Material, the Skrill USA Digital Wallet Service or any Confidential Information of Skrill USA. If Affiliate makes any modifications, derivative works or improvements to any Proprietary Material or other Intellectual Property belonging to Skrill USA, Affiliate agrees that all such modifications, derivative works or improvements shall be the sole and exclusive property of Skrill USA (or its licensors). Affiliate hereby irrevocably assigns and transfers all right, title and interest in and to all such modifications, derivative works or improvements to Skrill USA and waives any moral rights therein.
- (g) Skrill USA and/or its licensors own all right, title and interest, including all copyright, trademark and other intellectual property rights, in and to the Skrill USA name and brand, the Proprietary Material, the Skrill USA Digital Wallet Service, and all components used in providing the Skrill USA Digital Wallet Service.

6.4 Nothing in this Agreement shall be construed to grant to Affiliate any ownership of any of the Proprietary Material or any other Intellectual Property belonging to Skrill USA (or its licensors). Affiliate shall not make any claim of ownership of any Proprietary Material or any other Intellectual Property which have been directly or indirectly provided or made available to Affiliate by Skrill USA in connection with this Agreement.

## 7. PROHIBITED ACTIVITIES

Affiliate shall not, and shall ensure that all of its Referred Accounts and Sub-Affiliates do not, perform any of the following activities (collectively, "**Prohibited Activities**"):

- (a) Open or operate any Merchant Account without the prior written consent of Skrill USA.
- (b) Open or operate multiple Skrill USA Digital Wallet Accounts without the prior written consent of Skrill USA.
- (c) Make, in the reasonable discretion of Skrill USA, fake and/or artificial deposits with Skrill USA Merchants for the sole purpose of generating Commissions.
- (d) Register a Skrill USA Digital Wallet Account on behalf of another Person.
- (e) Offer incentives or rewards to prospective new Skrill USA Members to encourage any of them to apply for a Skrill USA Digital Wallet Account.

- (f) Create or employ any mechanism designed to artificially or automatically generate applications for the Skrill USA Digital Wallet Service.
- (g) Use counterfeit, forged, imitated, stolen or otherwise altered identification documents.
- (h) Use or create any material that is sexually explicit, offensive, profane, hateful, threatening, harmful, graphically violent, defamatory, libellous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability).
- (i) Disparage or portray Skrill USA or any of its affiliated companies in any way that is reasonably likely to have a detrimental impact to their respective reputations.

## 8. OTHER AFFILIATE REPRESENTATIONS, WARRANTIES AND COVENANTS

Without limiting any of the covenants and agreements of Affiliate set forth in Section 6.3 hereof, Affiliate further represents and warrants to Skrill USA, and covenants and agrees as follows:

- (a) Affiliate has full power, authority and approval to perform Affiliate's obligations under this Agreement;
- (b) this Agreement has been duly and validly authorized by Affiliate and constitutes Affiliate's legal, valid and binding obligation, enforceable in accordance with this Agreement's terms;
- (c) the performance of this Agreement by Affiliate (i) is not subject to the jurisdiction, approval, notification of or consent of any Regulatory Authority, or of any other Person or Entity; and (ii) will not result in any breach of any obligation Affiliate may have to any third party;
- (d) all information provided by Affiliate to Skrill USA at any time is and shall be true, accurate and complete in all respects;
- (e) without Skrill USA's prior written consent and, where applicable, the prior written consent of the intended recipient, Affiliate shall not engage in the distribution of any bulk emails (spam) or the making of any robocalls in any way mentioning or referencing Skrill USA, the Skrill USA Digital Wallet Service, the Affiliate Program or any Proprietary Material. Further, Affiliate is responsible for ensuring that all of its communications practices comply with all Applicable Law;
- (f) Affiliate shall not offer, promote or market the Affiliate Program or the Skrill USA Digital Wallet Service outside the United States;
- (g) Affiliate shall comply with all Applicable Law in performing Affiliate's obligations hereunder, as well as Skrill USA's Money Laundering Prevention policy available at [Money Laundering Prevention](#), as such policy may be updated from time to time without notice;
- (h) without Skrill USA's prior written consent, Affiliate shall not offer or give any financial compensation (including but not limited to any cashback payments) or any other reward that is designed to incentivize prospective new Skrill USA Members to apply for or use the Skrill USA Digital Wallet Service;
- (i) Affiliate shall not, and shall ensure that none of its Referred Members or Sub-Affiliates, engage in any Prohibited Activities;
- (j) Affiliate shall not take any action designed to induce, encourage or cause any Skrill USA Member to modify or terminate its existing agreement with Skrill USA for any purpose, including but not limited to for the purpose of resubmitting such Skrill USA Member as a proposed Referred Member or Sub-Affiliate;



- (k) Affiliate shall comply, and shall ensure the compliance of each of its Referred Members and Sub-Affiliates, with Skrill USA's Terms of Use;
- (l) Affiliate shall not knowingly engage in or permit any transactions which Skrill USA, in its sole and absolute discretion, deems to be suspicious, unauthorized, fraudulent or malicious, including without limitation transactions that relate to money laundering, terrorism financing, fraud or other illegal activities;
- (m) Affiliate will co-operate with Skrill USA to investigate any suspected illegal, abusive, or fraudulent activity;
- (n) Affiliate shall make no representations or warranties regarding Skrill USA, the Skrill USA Digital Wallet Service or the Affiliate Program, other than as expressly authorized in writing by Skrill USA, nor shall Affiliate have the authority to accept orders or make contracts on behalf of Skrill;
- (o) Affiliate shall not engage in any activity or take any action designed or likely to cause or encourage Referred Members to make any false and/or artificial deposit with any Skrill Merchant for the sole purpose of generating Commissions;
- (p) Affiliate shall not, and shall ensure that any or all Referred Members do not, carry out any abusive or fraudulent activity, and Affiliate shall immediately notify Skrill USA if Affiliate becomes aware of any such activity. For purposes of this Agreement, "abusive activity" shall include, but not be limited to, any of the following:
  - (i) any action and/or attempt to create and operate multiple accounts that are registered in the name of any single Referred Member and/or any other user's identity;
  - (ii) any action and/or attempt to create any mechanism designed to artificially or automatically generate sign ups to the Referred Account, including but not limited to submission of any counterfeit, forged, imitated and/or altered document for the purpose thereof; and
  - (iii) any actions and/or attempts that are in breach of any promotion or referral program operated by Skrill USA or any of Skrill USA's affiliates or Skrill Merchants.
- (q) Affiliate shall ensure that Referred Members do not breach the Terms of Use or attempt to circumvent Skrill USA's security or verification procedures, including without limitation, transactions which Skrill USA, in its sole discretion, deems to be suspicious, unauthorized, fraudulent or malicious (including without limitation any transaction related to money laundering, terrorism financing, fraud or other illegal activities); and
- (r) Affiliate shall ensure that any Person associated with Affiliate who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such Person obligations at least equivalent to those imposed on Affiliate under this Section 8. Affiliate shall be responsible for the observance and performance of this Section 8 by any such Person, and shall be directly liable to Skrill USA for any breach by any such Person of this Section 8.

## **9. CONFIDENTIALITY**

- 9.1 Affiliate agrees that during the Term of this Agreement and for a period of five (5) years thereafter, it will not, other than in connection with the performance of its obligations under this Agreement, use, reproduce or disclose any Confidential Information of Skrill USA or any of its affiliated entities or licensors, either directly or indirectly, to any Person or Entity without the prior written consent of Skrill USA. In the event Affiliate is requested or becomes legally compelled to disclose any Confidential Information, it will provide to Skrill USA prompt written notice of such fact so that Skrill USA may seek a protective order or other appropriate remedy, and Affiliate agrees to reasonably cooperate with Skrill USA in such efforts. Upon termination of this Agreement, for any reason, Affiliate will promptly return to Skrill USA or destroy

all Confidential Information of Skrill USA in Affiliate's possession, custody or control, without keeping any copies thereof, and upon written request of Skrill USA, provide to Skrill USA written certification that such all such Confidential Information has been returned or destroyed in accordance with this Section 9.1.

- 9.2 Skrill USA will treat all information of Affiliate that Skrill USA may receive in connection with the Affiliate Program in accordance with the Skrill USA Privacy Policy available at [Privacy Policy](#), and will use such information of Affiliate exclusively for the purposes of performing Skrill USA's obligations under this Agreement, to administer the Affiliate Program, and/or to perform the Skrill USA Digital Wallet Service. Notwithstanding the foregoing, Skrill USA may disclose any information of Affiliate if required to do so by Applicable Law.
- 9.3 If either Party breaches, or threatens to breach, any of the provisions of Sections 9.1 or 9.2 hereof, in addition to any other rights the non-breaching Party may have, including a claim for damages, the non-breaching Party shall have the right to have the provisions of Sections 9.1 or 9.2, as applicable, specifically enforced, and breaching Party's breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by each Party), it being agreed that any breach of Sections 9.1 or 9.2 hereof would cause irreparable harm to the non-breaching Party in that money damages would not provide an adequate remedy.

## 10. INDEMNIFICATION

AFFILIATE HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SKRILL USA AND EACH OF ITS AFFILIATED COMPANIES, AND EACH OF THE FOREGOING'S STOCKHOLDERS, OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, INSURERS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LIABILITIES, LOSSES, CLAIMS, DAMAGES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) WHENEVER ARISING OR INCURRED THAT ARE CAUSED OR ARE ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY OR AS A RESULT OF: (A) ANY BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT OF AFFILIATE SET FORTH IN THIS AGREEMENT; (B) ANY ACT OF FRAUD, WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE COMMITTED BY AFFILIATE OR ANY OF ITS AFFILIATED PERSONS, OR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS; (C) ANY CLAIM BY A THIRD PARTY (INCLUDING ANY SKRILL USA MERCHANT OR SKRILL USA MEMBER) RELATED TO AFFILIATE'S PARTICIPATION IN THE AFFILIATE PROGRAM; AND (D) ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, INVESTIGATIONS, DEMANDS, ASSESSMENTS AND JUDGMENTS RELATED OR INCIDENT TO ANY OF THE FOREGOING.

## 11. REMEDIES

- 11.1 Without prejudice to any other remedies available to Skrill USA under this Agreement or under Applicable Law, in the event of Affiliate's breach or suspected breach of any provision of this Agreement, including without limitation any of Section 5 (Affiliate Marketing Policy), Section 6 (License and Use of Proprietary Materials), Section 7 (Prohibited Activities), Section 8 (Other Affiliate Representations, Warranties and Covenants), or Section 9 (Confidentiality), Skrill USA reserves the right to, at its sole discretion (acting reasonably) carry out any and/or all of the following:
- (a) Skrill USA may instruct the Affiliate to immediately carry out any instructions issued by Skrill USA including (without limitation) immediate suspension of such activities; and
  - (b) Skrill USA may, following written notification to the Affiliate, terminate this Agreement with immediate effect and/or cease to pay any amount or reduce the amount of Commission due and payable.

## 12. LIMITATION OF LIABILITY

- 12.1 NEITHER SKRILL USA NOR ANY OF ITS AFFILIATES, AGENTS OR SUBCONTRACTORS SHALL BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT THAT ANY SUCH DELAY OR FAILURE IS CAUSED BY (A) ANY FAILURE, INTERRUPTION, INFILTRATION OR CORRUPTION OF ANY HARDWARE, SOFTWARE OR OTHER TELECOMMUNICATIONS OR DATA

TRANSMISSION SYSTEM; (B) ANY INTERCEPTION OR SEIZURE COMPELLED BY APPLICABLE LAW; OR (C) ANY OTHER CIRCUMSTANCE BEYOND SKRILL USA'S REASONABLE CONTROL.

- 12.2 THE COLLECTIVE LIABILITY OF SKRILL USA AND ITS AFFILIATED COMPANIES FOR ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, FOR ANY CAUSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE AFFILIATE PROGRAM WITH RESPECT TO ANY CLAIMS BY AFFILIATE SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AMOUNT OF COMMISSIONS PAID TO AFFILIATE UNDER SECTION 4 HEREOF DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF SUCH CLAIM. NEITHER SKRILL USA NOR ANY OF ITS AFFILIATED COMPANIES SHALL BE LIABLE TO AFFILIATE FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), EVEN IF SKRILL USA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.3 OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SKRILL USA SHALL NOT BE LIABLE TO AFFILIATE FOR ANY ACT OR OMISSION OF ANY SKRILL USA MERCHANT OR SKRILL USA MEMBER (INCLUDING ANY REFERRED ACCOUNT, REFERRED MEMBER OR SUB-AFFILIATE), OR ANY RELATIONSHIP SKRILL USA MAY HAVE WITH ANY OF THE FOREGOING.
- 12.4 SKRILL USA SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING:
- (a) SKRILL USA'S SUSPENSION OR REFUSAL TO ACCEPT PAYMENTS WHICH SKRILL REASONABLY BELIEVES TO BE FRAUDULENT OR WITHOUT PROPER AUTHORIZATION, OR TO POSE A SECURITY RISK; OR
  - (b) ANY INCORRECT PAYMENT INSTRUCTIONS RECEIVED BY SKRILL USA FROM AFFILIATE OR ANY SUB-AFFILIATE.

### 13. TERM AND TERMINATION

- 13.1 Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and, unless terminated earlier pursuant to Section 13.2 hereof, shall continue until terminated by either Party upon thirty (30) days' prior notice to the other Party.
- 13.2 Early Termination. Notwithstanding Section 13.1 hereof, the Term of this Agreement may be terminated at any time:
- (a) by Skrill USA upon written notice to Affiliate in the event of Affiliate's breach or suspected breach of this Agreement, including without limitation any provision set forth in Section 5 (Affiliate Marketing Policy), Section 6 (License and Use of Proprietary Materials), Section 7 (Prohibited Activities), or Section 9 (Confidentiality); and/or
  - (b) by either Party upon written notice to the other Party if such other Party files a petition for bankruptcy, becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors, or a receiver is appointed for such other Party or its business, or such other Party goes into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily.
- 13.3 Effects of Termination.
- (a) Upon termination of this Agreement for any reason, Affiliate shall promptly return to Skrill USA or destroy any and all Proprietary Material and/or Confidential Information of Skrill USA made available to Affiliate pursuant to this Agreement or otherwise in Affiliate's possession, custody or control.
  - (b) The provisions of Sections 2, 9, 10, 12, 13.3 and 14 hereof shall survive the termination of this Agreement.

## 14. MISCELLANEOUS

- 14.1 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective representatives, heirs, successors and assigns; *provided, however*, that Affiliate shall not assign any of Affiliate's rights or obligations hereunder, including but not limited to the right to receive any Commissions hereunder, without the prior written consent of Skrill, which consent may be withheld in Skrill's sole and absolute discretion. Any attempted assignment by Affiliate without Skrill's prior written consent shall be null and void, and shall constitute a material breach of this Agreement.
- 14.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings and contracts between the Parties with respect to the subject matter hereof.
- 14.3 Amendment; Waiver. Subject to Skrill USA's rights to make changes set forth in Sections 1.4, 1.5 and 4.2 of this Agreement, this Agreement may not be amended or modified at any time except by a written instrument executed by each of the Parties. No waiver by any Party at any time of any breach by any other Party of, or compliance with, any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions or conditions at any time.
- 14.4 Notices. Subject to Skrill USA's rights to provide notice of modifications to the Affiliate Program Terms and Conditions as set forth in Section 1.4 hereof, any notice, demand, request or communication which may be given by either Party to or upon the other Party under this Agreement shall be delivered as follows: (a) if to Affiliate, by email to the primary email address registered to the Affiliate Account; and (b) if to Skrill USA, by mail or overnight courier service to 100 N Biscayne Blvd., Suite 2120, Miami, Florida 33132, or by email to affiliates@paysafe.com. All email notices shall be deemed delivered twenty-four (24) hours after the notice is sent, and all other notices shall be deemed delivered three (3) Business Days after the notice is sent.
- 14.5 BINDING ARBITRATION; CLASS ACTION WAIVER. EXCEPT FOR ANY PETITION FOR EQUITABLE RELIEF PURSUANT TO SECTION 8.3 HEREOF, ANY DISPUTE OR CLAIM BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE AFFILIATE PROGRAM THAT MAY EXIST BETWEEN SKRILL USA AND AFFILIATE SHALL BE FULLY AND FINALLY RESOLVED BY BINDING ARBITRATION IN THE COUNTY AND STATE IN WHICH AFFILIATE RESIDES IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND PRACTICES OF THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") FROM TIME TO TIME IN FORCE AND EFFECT. THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE AND IS THE EXCLUSIVE REMEDY FOR THE RESOLUTION OF ANY SUCH DISPUTES. THERE SHALL BE A SINGLE ARBITRATOR, WHO MUST BE (I) A LAWYER ENGAGED FULL-TIME IN THE PRACTICE OF LAW AND A MEMBER IN GOOD STANDING OF THE STATE BAR OF THE STATE IN WHICH THE ARBITRATION IS TO BE HELD AND (II) ON THE AAA REGISTER OF ARBITRATORS. WITHIN A REASONABLE PERIOD TIME FOLLOWING THE CONCLUSION OF THE ARBITRATION HEARING, THE ARBITRATOR SHALL PREPARE WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW. JUDGMENT ON THE WRITTEN AWARD MAY BE ENTERED AND ENFORCED IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN THE UNITED STATES. IT IS MUTUALLY AGREED THAT THE WRITTEN DECISION OF THE ARBITRATOR SHALL BE VALID, BINDING, FINAL AND NON-APPEALABLE; *PROVIDED HOWEVER*, THAT THE PARTIES AGREE THAT THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD PUNITIVE DAMAGES AGAINST ANY PARTY TO SUCH ARBITRATION. THE ARBITRATOR SHALL REQUIRE THE NON-PREVAILING PARTY TO PAY THE ARBITRATOR'S FULL FEES AND EXPENSES OR, IF IN THE ARBITRATOR'S OPINION THERE IS NO PREVAILING PARTY, THE ARBITRATOR'S FEES AND EXPENSES WILL BE BORNE EQUALLY BY THE PARTIES THERETO. **EACH OF THE PARTIES FURTHER AGREES THAT NEITHER IT NOR ANY OF ITS AFFILIATES WILL BECOME A MEMBER OF ANY CLASS-WIDE LITIGATION OR ARBITRATION AND WILL NOT INITIATE ANY CLASS ACTION LITIGATION OR ARBITRATION AGAINST THE OTHER PARTY.**

- 14.6 GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ANY JURISDICTION'S PRINCIPLES OF CONFLICT OR CHOICE OF LAWS.
- 14.7 Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.
- 14.8 Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.