

Skrill USA Cryptocurrency Terms of Use

The Cryptocurrency Services are not available in the following states: Alaska, Hawaii, Indiana, Louisiana, New Jersey, New York, Rhode Island or South Carolina.

These Cryptocurrency Terms and Conditions will be effective as of February 15, 2021.

PART A: BACKGROUND

1. The Cryptocurrency Services

1.1 The “Cryptocurrency Services” are additional services which permit eligible Skrill USA Account holders to:

buy and sell beneficial interests (the “**Interests**”) in certain Supported Cryptocurrencies using funds held in their Skrill Accounts (“**Buy/Sell**”). You do not own any specific identifiable cryptocurrency including the Supported Cryptocurrencies. The Interests and the Supported Cryptocurrencies are held apart from Skrill’s corporate assets and Skrill USA will neither use these assets for its operating expenses or any other corporate or business purpose, nor will it voluntarily make the Interests or Supported Cryptocurrencies available to creditors in the event of bankruptcy. Except where prohibited by law or regulation, as security for the performance of your obligations under these Cryptocurrency Terms and Conditions, you grant to Skrill USA a lien on, and security interest in and to, your Interests. Other than our lien and security interest described above (which Skrill will take in your Interests only if doing so is not prohibited by law or regulation), Skrill will not pledge, hypothecate, assign or otherwise encumber your Interests.

1.2 No Investment Advice. As part of the Cryptocurrency Services, we may provide, for educational or background purposes only, information on the price, range, or volatility of the Supported Cryptocurrencies and events that have affected the price of cryptocurrencies generally. This information is not tailored to you or your individual needs. Any such information provided is solely for your personal use and you may not redistribute it to any third party. We will not however provide you with any advice in connection with the Cryptocurrency Services; therefore any such information (whether provided directly by us or via a Cryptocurrency Exchange) should not be relied upon for any investment decision – any decision to buy or sell an Interest in a Supported Cryptocurrency rests with you. You must determine if any particular Cryptocurrency Transaction is appropriate for you, based on your investment objectives, financial circumstances and risk tolerance. Please note there may be tax consequences from any gain or loss you incur when you sell your Interests in the Supported Cryptocurrencies.

2. About these Cryptocurrency Terms

2.1 This document (the “**Cryptocurrency Terms and Conditions**”) sets out the terms and conditions governing your use of the Cryptocurrency Services and, together with, any other terms and conditions referred to in this document constitute the entire agreement between you and Skrill USA (“us”, “we”, “our”) regarding the Cryptocurrency Services.

2.2 These Cryptocurrency Terms and Conditions are divided into four separate parts:

2.2.1 this Part A sets out some general information on the Cryptocurrency Services and these Cryptocurrency Terms and Conditions;

2.2.2 Part B sets out the specific terms governing your use of the Buy/Sell service; and

2.2.3 Part C sets out the terms and conditions governing our relationship with you under this Agreement.

2.3 You are advised to print or download and keep a copy of these Cryptocurrency Terms and Conditions for future reference. You can always view the current Cryptocurrency Terms and Conditions on our Website.

2.4 By accessing and using the Cryptocurrency Services, you are agreeing to these Cryptocurrency Terms and Conditions.

2.5 These Cryptocurrency Terms and Conditions should therefore be read together with your Skrill USA Account Terms of Use which govern your Skrill USA Account. In the event of any conflict or inconsistency between the Skrill USA Account Terms of Use and these Cryptocurrency Terms and Conditions, these Cryptocurrency Terms and Conditions shall, to the extent of this conflict or inconsistency, prevail.

3. Eligibility

3.1 You may only access the Cryptocurrency Services if:

3.1.1 you are a Skrill USA Account holder;

3.1.2 you have not breached the Skrill USA Account Terms of Use or these Cryptocurrency Terms and Conditions ; and

3.1.3 your Skrill USA Account has not been locked or suspended by Skrill USA.

3.2 By using the Cryptocurrency Services, you confirm that:

3.2.1 you have read and understand the Skrill USA Cryptocurrency Services - Risk Disclosures; and

3.2.2 you will not use the Cryptocurrency Services in a manner which is contrary to the general prohibitions regarding your Skrill USA Account according to the Skrill USA Account Terms of Use.

4. Availability of the Cryptocurrency Services

4.1 We make no guarantee that you will be able to use the Cryptocurrency Services at all times. We will only reflect a Cryptocurrency Transaction in your Skrill USA Account if we have been able to fulfil the Order with the Cryptocurrency Exchange.

4.2 We cannot guarantee the value of any Supported Cryptocurrencies at the point you submit your Order Instruction. We will use reasonable efforts to fulfil your Order Instruction at the price offered but in some circumstances the Cryptocurrency Exchange may not allow us to do so (and may not tell us why). If this happens, we will notify you and ask you to re-authorize the Cryptocurrency Transaction by submitting a new Order Instruction (which may be at a different Buy Price/Sale Price).

4.3 The underlying protocols of the Supported Cryptocurrencies are subject to sudden changes in operating rules ('forks'). If a fork occurs within the underlying system, we will liaise with the relevant Cryptocurrency Exchange in order to determine the best approach for Skrill USA customers in relation to such event. Any decision made on behalf of Skrill USA customers will be made at Skrill USA's sole discretion. See [Skrill USA Cryptocurrency Services - Risk Disclosures](#).

4.4 The Cryptocurrency Services are provided without warranty of any kind, either express or implied. We do not represent that the Cryptocurrency Services will be available all of the time to meet your needs. We will use reasonable efforts to provide you with the Cryptocurrency Services as soon as possible but we do not guarantee that access will not be interrupted, or that there will be no delays, failures, errors, omissions or loss of transmitted information.

4.5 We will however use commercially reasonable efforts to ensure that the Cryptocurrency Services can normally be accessed by you in accordance with these Cryptocurrency Terms and Conditions.

4.6 We may suspend use of the Cryptocurrency Services for maintenance and we will make reasonable efforts to give you notice of any such suspensions. Where this isn't possible, we'll provide you with notice as soon as possible after the fact.

PART B – BUY/SELL

5. The Buy/Sell service

5.1 Our Buy/Sell service enables you to:

5.1.1 purchase Interests in one or more Supported Cryptocurrencies using your Skrill USA Account or, in the case of a Crypto to Crypto Transaction, using your Cryptocurrency Account;

5.1.2 sell your Interests in one or more Supported Cryptocurrencies in exchange for e-money or, in the case of a Crypto to Crypto Transaction, in exchange for an Interest in another Supported Cryptocurrency;

5.1.3 set up Alerts for one or more Supported Cryptocurrencies;

5.2 By using the Buy/Sell service:

5.2.1 you will have no relationship, contractual or otherwise, with the Cryptocurrency Exchange;

5.2.2 you will not have a personal cryptocurrency wallet with the Cryptocurrency Exchange; and

5.2.3 we will only update the balance in your Cryptocurrency Account to reflect your Interest in Supported Cryptocurrency/ies once we have received confirmation of the completed purchase or sale from the Cryptocurrency Exchange.

6. Changing the Supported Cryptocurrencies

6.1 We may elect to add or remove cryptocurrencies as Supported Cryptocurrencies for the Buy/Sell service from time to time. Where we remove a cryptocurrency as a Supported Cryptocurrency (a “**RemovedCryptocurrency**”), we will notify you by email.

6.1.1 Once we have provided notice to you, we may immediately cancel any Alert, Automated Order or Recurring Order Instruction in respect of the Removed Cryptocurrency.

6.1.2 Subject to subsection 6.1.3, you must sell any Interest you have in the Removed Cryptocurrency within 60 days of the notice referred to in subsection 6.1 (the “**NoticePeriod**”).

6.1.3 If you have not sold all your Interests in the Removed Cryptocurrency before the end of the Notice Period or if we determine in our sole discretion that immediate action is necessary in order to comply with applicable regulatory requirements, you authorize us to buy back your Interest in the Removed Cryptocurrency at the best available price (as calculated by reference to prices listed on the Cryptocurrency Exchange). The proceeds of such buy back will be credited to the stored value balance in your Skrill USA Account.

7. Buy/Sell orders

7.1 You may place an Order Instruction by inputting the transaction details and submitting a request to buy or sell an Interest in your chosen Supported Cryptocurrency at a specified price subject to Fees as provided in section 13 (Fees) of this Agreement.

7.2 When you confirm the Order Instruction, we will submit an Order to the Cryptocurrency Exchange. You won't be able to cancel once your submitted Order Instruction has been received by us.

7.3 When you submit an Order Instruction to purchase a specified amount of Interests in one or more Supported Cryptocurrencies, you authorize us to:

7.3.1 debit the Buy Price from your Skrill USA Account;

7.3.2 buy the Supported Cryptocurrency via a Cryptocurrency Exchange; and

7.3.3 assign to you our beneficial interest (including any rights, title and benefits arising therefrom) in the Supported Cryptocurrency, which shall otherwise be held in a pooled account with the Cryptocurrency Exchange.

7.4 **Note.** Following fulfilment of a Buy Order, the Cryptocurrency Exchange shall hold the Supported Cryptocurrency on an “omnibus” basis, which means that it may be held alongside cryptocurrency belonging to other Cryptocurrency Exchange customers (as well as cryptocurrency belonging to the Cryptocurrency Exchange itself). For more information, please see [Skrill USA Cryptocurrency Services - Risk Disclosures](#).

7.5 In order for us to fulfil your Cryptocurrency Transaction, you must have sufficient funds in your Skrill USA Account or your Cryptocurrency Account. If you do not have sufficient funds, you cannot submit an Order Instruction (unless you upload additional funds).

7.6 The value of Interests held in your Cryptocurrency Account will be displayed on your Skrill USA Account dashboard alongside your stored value balance which is denominated in Fiat Currency.

7.7 When you submit an Order Instruction to sell a specified amount of Interests in one or more Supported Cryptocurrencies, you will assign to us your Interest in the Supported Cryptocurrency and authorize us to:

7.7.1 sell your beneficial interest in the Supported Cryptocurrency back to the Cryptocurrency Exchange; and

7.7.2 credit the Sale Price to your Skrill USA Account.

8. Automated Orders; Recurring Orders

8.1 Our Automated Order service enables you to purchase or sell a specified quantity of Interests in Supported Cryptocurrencies when a Trigger Price is reached.

8.2 You may submit an Automated Order Instruction by:

8.2.1 accessing the Cryptocurrency Services;

8.2.2 selecting your chosen Supported Cryptocurrency;

8.2.3 indicating whether you wish to buy or sell your chosen Supported Cryptocurrency;

8.2.4 inputting your chosen Trigger Price;

8.2.5 selecting the amount of the Automated Order;

8.2.6 reviewing the applicable Fees; and

8.2.7 submitting the instruction.

8.3 When you have submitted an Automated Order Instruction, you may only cancel up until the point that the Trigger Price is reached. When a Trigger Price is reached, we will process an Order Instruction (in accordance with section 7 (Buy/Sell service)) for you as set out in your Automated Order Instruction.

8.4 You can view the status of any Automated Order Instructions you have set up at any time. Subject to subsection 8.3, you may vary, suspend or cancel an Automated Order Instruction at any time.

8.5 Our Recurring Order service enables you to submit an Order Instruction equal to a specified amount of Fiat Currency at a specified recurring date.

8.6 You may create a Recurring Order Instruction by:

8.6.1 accessing the Cryptocurrency Services and selecting the “Reserve” function;

8.6.2 selecting your chosen Supported Cryptocurrency;

8.6.3 selecting the amount of Fiat Currency or, in the case of a Crypto to Crypto Transaction, the amount from your Cryptocurrency Account you wish to spend with each Recurring Order Instruction;

8.6.4 selecting the frequency with which you wish to make a Recurring Order Instruction; and

8.6.5 confirming the Recurring Order Instruction.

8.7 When you submit a Recurring Order Instruction, you may only cancel up until the date on which we would place the relevant Buy Order. When that date is reached, we will process an Order Instruction (in accordance to section 7 (Buy/Sell service)) for you as set out in your Recurring Order Instruction.

8.8 You can view the status of any Recurring Order Instructions you have set up in your Skrill USA Account dashboard. Subject to subsection 8.7, you may vary, suspend or cancel a Recurring Order at any time.

8.9 **Note.** We shall execute any Order on the terms of the Order Instruction received by us. This means that:

8.9.1 you cannot cancel, change or reverse a Cryptocurrency Transaction once an Order Instruction has been accepted by us; and

8.9.2 we are not obliged to modify, suspend or reject any Order Instructions that we have received.

8.10 If you do not have sufficient funds in your Skrill USA Account or your Cryptocurrency Account at the time an Automated Order and/or a Recurring Order is scheduled to be executed, the Buy/Sell Order will be cancelled. This means that we will not be able to complete the Cryptocurrency Transaction at the Buy Price/Sale Price as set out in the original Automated Order Instruction and/or at the date set out in the original Recurring Order Instruction.

9. Crypto to Crypto Transactions

9.1 Our Crypto to Crypto Transactions service enables you to purchase an Interest in a Supported Cryptocurrency using an Interest in another Supported Cryptocurrency to fund the Buy Price.

9.2 You may:

9.2.1 place an instruction for a Crypto to Crypto Transaction; or

9.2.2 create an Alert or an Automated Order Instruction for a Crypto to Crypto Transaction, in each case to the extent that the Interests in Supported Cryptocurrencies that you wish to buy and sell in the Crypto to Crypto Transaction are a Supported Crypto Pair.

9.3 Fees for Crypto to Crypto Transactions shall be deducted from your Cryptocurrency Account.

9.4 When we place an order for a Crypto to Crypto Transaction on your behalf, you will assign to us your Interest in the Supported Cryptocurrency that you wish to sell so that we may use this to fund the Buy Price.

10. Alerts

10.1 Our Alerts service enables you to request that we notify you when your selected Supported Cryptocurrency has reached a specified Trigger Price.

10.2 You may create an Alert by inputting your chosen Trigger Price and confirming your request. Once Alert has been set up:

10.2.1 you will receive a notification when the Trigger Price is reached;

10.2.2 you may view the status of any Alerts you have set up; and,

10.2.3 you may vary, deactivate or delete an Alert at any time.

10.3 For the avoidance of doubt, when the Trigger Price is reached in relation to an Alert, this will not constitute an Order Instruction. You may only submit an Order Instruction in the usual way.

11. Restrictions/limitations on your use of Buy/Sell

11.1 You may only use your stored value balance in your Skrill USA Account or, in the case of a Crypto to Crypto Transaction the Interests in your Cryptocurrency Account, to buy and sell Interests in Supported Cryptocurrencies. You may not use your Skrill USA Account or Cryptocurrency Account to buy Interests via any cryptocurrency exchange that we do not partner with.

11.2 You may not use the Buy/Sell service to:

11.2.1 use Interests in Supported Cryptocurrencies to transact with merchants;

11.2.2 spend your Interests in Supported Cryptocurrencies directly on any Skrill Visa® Prepaid Card you may have;

11.2.3 transfer any Interest in Supported Cryptocurrency held with a third party (e.g. in a cryptocurrency wallet you may hold with another provider) into your Cryptocurrency Account; or

11.2.4 transfer any Interest in Supported Cryptocurrency from your Cryptocurrency Account to any other account (e.g. a cryptocurrency wallet you may hold with another provider).

11.3 We may apply limits to the number or value of Cryptocurrency Transactions you are able to undertake (e.g. limiting the amount of the Interest in Supported Cryptocurrency you are able to buy or transfer in a single transaction) if we reasonably think it would help to manage any risk in a proportionate way.

11.4 Any limits as described in Section 11.3 above will be communicated to you within your Skrill USA Account while using the Buy/Sell service prior to any proposed transaction being confirmed by you.

PART C – OUR RELATIONSHIP

12. Transaction Records

12.1 Each time you effect a Cryptocurrency Transaction, we will:

12.1.1 send you a receipt to the primary email address registered to your Skrill USA Account, including details about the transaction; and

12.1.2 display the transaction details in your transaction history, which shall include the date of transaction, the Fees charged.

12.2 Each Cryptocurrency Transaction is given a unique transaction ID and shown in the transaction history. We will not alter or amend information displayed in your online transaction history.

12.3 You should check your transaction history regularly and you should report any irregularities or clarify any questions you may have as soon as possible by contacting Customer Service.

13. Fees

13.1 The fees we charge for the Cryptocurrency Services (the “**Fees**”) are set out on the ‘Fees’ section of our Website. For clarity, the ‘Fees’ section forms part of these Cryptocurrency Terms and Conditions. Fees are subject to change in accordance with section 17 (Changes to these Cryptocurrency Terms and Conditions).

13.2 Each Cryptocurrency Transaction will be subject to a Fee, which we will also display prior to each Cryptocurrency Transaction.

13.3 Fees payable by you in relation to Cryptocurrency Transactions will be incorporated within the Buy Price or Sale Price (as applicable) and will be deducted from your Skrill USA Account balance or, in the case of a Crypto to Crypto Transaction, your Cryptocurrency Account, and you hereby authorize us to do the same.

13.4 Fees will be charged when the Cryptocurrency Transaction is executed. If your Skrill USA Account balance or – in the case of Crypto to Crypto Transactions – your Cryptocurrency Account is insufficient to cover the Fees, we may refuse to execute the Cryptocurrency Transaction. Reversal or chargeback Fees will be deducted when incurred.

14. Termination and suspension

14.1 You may terminate your access to the Cryptocurrency Services with us at any time by sending us notice in writing.

14.2 We may terminate your access to the Cryptocurrency Services at any time by giving you notice, which may take effect immediately or on such later date as may be specified in the notice.

14.3 We may at any time suspend or terminate your use of the Cryptocurrency Services without notice if:

14.3.1 we are required to take such action by the Cryptocurrency Exchange;

14.3.2 you breach any condition of these Cryptocurrency Terms and Conditions;

14.3.3 you violate or we have reason to believe that you are in violation of any law or regulation that is applicable to your use of the Cryptocurrency Services;

14.3.4 we have reason to believe that you are in any way involved in any fraudulent activity, money laundering, terrorism financing, fraud or other criminal activity;

14.3.5 it is reasonably necessary for us to do so to prevent you or us contravening any applicable law or regulatory requirement; or

14.3.6 it is necessary in response to subpoena, court order, or other governmental order.

14.4 We may suspend your use of the Cryptocurrency Services at any time:

14.4.1 for security reasons; or

14.4.2 if we reasonably suspect the Cryptocurrency Services have been or are being used without your authorization or fraudulently; and we shall notify you either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless we are prohibited by law to notify you.

14.5 We will try to give you advance notice of any suspension. Where advance notice is not possible, we will provide you with notice as soon as reasonably practicable

thereafter. Unless we are prevented by law (or unless the Cryptocurrency Exchange does not provide us with details), we will try to provide you with details of the nature of the suspension, the anticipated duration and anything you have to do to remedy any error or circumstances which have led to the suspension.

14.6 While your use of the Cryptocurrency Services is suspended, we may (using our reasonable discretion) sell off all or some of your Interests by providing notice to you in certain circumstances, for example:

14.6.1 if you fail to provide any information we have requested or any representation or warranty you have given us is or becomes, in our opinion, materially inaccurate, incorrect or misleading;

14.6.2 if you take some action (or refrain from doing something) which places us in breach of our legal or regulatory obligations;

14.6.3 if you breach these Cryptocurrency Terms and Conditions or those of your Skrill USA Account; or

14.6.4 for any other reason which we may specify in our notice to you.

14.7 If we sell off your Interests in Supported Cryptocurrencies, we will buy back the Interest(s) at prevailing market rates. If the value of the Supported Cryptocurrency has weakened, this means that you may incur a loss relative to the amount you initially paid. We will credit the sale proceeds (in your preferred currency) to your Skrill USA Account.

14.8 On termination, unless prohibited by applicable law, regulation or by any court or other order to which we are subject in any jurisdiction, for a period of 60 days following the date of termination:

14.8.1 you will continue to be able to view the balance of your Interest(s) in Supported Cryptocurrencies on your Skrill USA Account dashboard;

14.8.2 you will not be permitted to buy any further Interests in Supported Cryptocurrencies; and

14.8.3 you may – at our discretion – sell your Interests in Supported Cryptocurrencies back to us.

14.9 If at the end of the 60 day period you have not sold down all your Interests in Supported Cryptocurrencies, you authorize us to buy back your Interests at the best available price via the Cryptocurrency Exchange. The proceeds of such buy back will be credited to the stored value balance in your Skrill USA Account.

14.10 For the avoidance of doubt, if your Skrill USA Account is terminated or suspended, your access to the Cryptocurrency Services will also be terminated or suspended (as applicable).

15. Limitation of Liability; Disclaimer of Warranties

15.1 EXCEPT AS MAY OTHERWISE BE REQUIRED BY LAW, NEITHER WE NOR ANY OF OUR AFFILIATES OR SERVICE PROVIDERS SHALL BE LIABLE FOR:

15.1.1 ANY DISRUPTION OR IMPAIRMENT OF OUR SERVICE OR FOR DISRUPTIONS OR IMPAIRMENTS OF INTERMEDIARY SERVICES ON WHICH WE RELY FOR THE PERFORMANCE OF OUR OBLIGATIONS HEREUNDER;

15.1.2 ANY INDIRECT OR CONSEQUENTIAL LOSSES INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF BUSINESS AND LOSS OF REPUTATION;

15.1.3 ANY LOSSES ARISING FROM OUR COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS;

15.1.4 THE ASSESSMENT OR PAYMENT OF ANY TAXES, DUTIES OR OTHER CHARGES THAT ARISE FROM YOUR USE OF THE CRYPTOCURRENCY SERVICES;

15.1.5 ANY LOSSES ARISING FROM THE INACCURACY OR INCOMPLETENESS OF ANY MARKET DATA PROVIDED TO YOU IN THE COURSE OF US PROVIDING THE CRYPTOCURRENCY SERVICES (WHETHER SUCH DATA IS PROVIDED TO US BY THE CRYPTOCURRENCY EXCHANGE OR OTHERWISE);

15.1.6 ANY LOSSES ARISING FROM ANY ACT OR FAILURE TO ACT BY A CRYPTOCURRENCY EXCHANGE; AND

15.1.7 ANY LOSSES ARISING FROM INCORRECT INSTRUCTIONS RECEIVED BY US FROM YOU.

15.2 WE MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE, USAGE, AND/OR TRADE.

15.3 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT GUARANTEE OR WARRANT THAT (A) THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (B) THAT ANY SOFTWARE WILL BE VIRUS-, DEFECT-, OR ERROR-FREE; (C) THAT A TRANSACTION WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULTS; (D) THAT DATA, REPORTS, OR ANALYSES WILL BE FREE FROM ALL BUGS AND ERRORS; OR (E) THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION.

16. Complaints

16.1 If you have a complaint in relation to the Cryptocurrency Services, you should contact Customer Service. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere question. We will send you a complaint acknowledgement by mail or by email within 48 hours of

receiving your complaint in accordance with our complaints procedure. A copy of our complaints procedure is displayed on our Website.

16.2 We endeavour to provide you with an answer or resolution to your complaint within 15 business days. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.

17. Changes to these Cryptocurrency Terms and Conditions

17.1 We may change these Cryptocurrency Terms and Conditions without notice to you by posting the updated Cryptocurrency Terms and Conditions on our website, and such changes shall take effect from the date posted. Notwithstanding the foregoing and subject to section 17.4, you will be given at least twenty-one (21) days' notice prior to the effective date of any amendment that results in an increased fee or charge, an increase in your liability, a reduction in services offered, or stricter limitations on Cryptocurrency Transactions. By continuing to use the Cryptocurrency Services, you agree to be abide and be bound by the changes.

17.2 We can change these Cryptocurrency Terms and Conditions for any of the following reasons (without limitation):

17.2.1 because of a change or clarification in legal or regulatory requirements, guidance and/or interpretations;

17.2.2 if the change benefits you, for example when introducing new products or services or improving existing ones;

17.2.3 to reflect a change in our costs of running the Cryptocurrency Services;

17.2.4 to respond to any other change that affects us, if it's fair to pass on the effects of the change to you, for example to reflect developments in the cryptocurrency market;

17.2.5 as a result of any change in our rights and obligations as to the Cryptocurrency Exchange (contractual or otherwise); or

17.2.6 as a result of any change in the policies, procedures or legal/regulatory requirements of the Cryptocurrency Exchange.

17.3 We may also make changes for any other reason that we cannot foresee, for example to respond to changes in the cryptocurrency industry that affect how we wish to deliver the Cryptocurrency Services to you.

17.4 Notwithstanding section 17.1, the proposed change may come into effect immediately (if required by law/regulation or because of requirements imposed on us) or upon such later date as may be stated in the notice or as required by law.

18. No Third-Party Beneficiaries

18.1 Except as provided in Section 15.1, there are no third-party beneficiaries to these Cryptocurrency Terms and Conditions.

19. Definitions

Any capitalized terms which are not defined in these Cryptocurrency Terms and Conditions shall have the meaning given in the [Skrill USA Account Terms of Use](#).

“**Alert**” means a notification (via email or push notification) from us to you that a Supported Cryptocurrency has reached the Trigger Price.

“**Automated Order**” means a Buy Order submitted by us to a Cryptocurrency Exchange in accordance with an Automated Order Instruction.

“**Automated Order Instruction**” means an Order Instruction to buy or sell a specified quantity of Interests in Supported Cryptocurrencies to be submitted automatically when a Trigger Price is reached.

“**Buy Order**” means an instruction submitted by us to a Cryptocurrency Exchange to buy Supported Cryptocurrencies in accordance with an Order Instruction.

“**Buy Price**” means the price payable by you to us (plus applicable Fees) for the purchase of Interests in Supported Cryptocurrencies.

“**Cryptocurrency Account**” means the Interests in Supported Cryptocurrencies held by a customer of the Cryptocurrency Service.

“**Cryptocurrency Exchange**” means a cryptocurrency exchange which we partner with.

“**Cryptocurrency Services**” means the functionality within your Skrill USA Account as described at subsection 1.1.

“**Cryptocurrency Transaction**” means purchase or sale of an Interest in a Supported Cryptocurrency by us on your behalf, including a Crypto to Crypto Transaction.

“**Crypto to Crypto Transaction**” is a Cryptocurrency Transaction where the Buy Price is payable in Interests of a Supported Cryptocurrency.

“**Fee**” shall have the meaning given in Section 13.

“**Fiat Currency**” means United States dollars, which is supported by the Skrill USA Account.

“**Order**” means an instruction submitted by us to a Cryptocurrency Exchange to buy or sell Supported Cryptocurrencies, in accordance with an Order Instruction.

“**Order Instruction**” means an instruction – submitted by you to us – to buy or sell a specified quantity of Interests in Supported Cryptocurrencies at a specified price;

“**Recurring Order**” means a Buy Order submitted by us to a Cryptocurrency Exchange in accordance with a Recurring Order Instruction.

“Recurring Order Instruction” means an instruction – submitted online by you to us – to buy an Interest in a Supported Cryptocurrency equal to a specified amount of Fiat Currency at a specified recurring date.

“Sale Price” means the price (net of applicable Fees) payable to you by us for the sale of your beneficial Interests in Supported Cryptocurrencies.

“Sell Order” an instruction submitted by us to a Cryptocurrency Exchange to sell Supported Cryptocurrencies in accordance with an Order Instruction.

“Supported Cryptocurrencies” means Bitcoin (“BTC”), Bitcoin Cash (“BCH”), Ether (“ETH”) and Litecoin (“LTC”), or such other cryptocurrency as we may add to or remove from the Cryptocurrency Service in our sole discretion from time to time.

“Supported Crypto Pair”: each of LTC / BTC; ETH / BTC; BCH / BTC (as may be amended by us in our sole discretion from time to time).

“Trigger Price” means a specified rate at which you may exchange Interests in a Supported Cryptocurrency for Fiat Currency (or vice versa).