

# Skrill Account Terms of Use

Effective date: November 2, 2022

These TERMS OF USE (this “**Agreement**”) contain the terms and conditions governing the Skrill Digital Wallet Program (the “**Program**”) provided by **SKRILL USA, INC.**, a Delaware corporation (“**Skrill USA**”). As used herein, the terms “**we**,” “**us**,” and “**our**” mean Skrill. “**You**” and “**your**” mean the person who is a U.S. resident and who opens a Skrill USA digital wallet account, as further described herein (the “**Account**”)

**1. This is Your Contract with Us.** Read this Agreement carefully and keep it for your records. By participating in the Program in any manner, you agree to the terms of this Agreement and agree that you will comply with all applicable laws. THIS AGREEMENT INCLUDES A PROVISION (SEE SECTION 26 BELOW) REQUIRING ARBITRATION OF ALL DISPUTES ARISING FROM THIS AGREEMENT (SUBJECT TO A LIMITED RIGHT OF OPT-OUT) AND WAIVING THE RIGHT TO ASSERT CLASS OR GROUP CLAIMS. This Agreement also includes the Additional Terms Relating to Pre-Authorized Debits/ACH (see Sections 28 through 37 below) and the terms and conditions for the VIP Program, set out in Annex A below.

**2. The Program.** The Program allows U.S. residents (each, a “**Member**”) to send payments to and receive payments from (i) other Members; (ii) customers of the Skrill Limited or Paysafe Payment Solutions Limited network; and (iii) certain merchants that have opted to participate in the Skrill USA network (each, a “**Merchant**”) (any such payment described in clauses (i), (ii) and (iii), a “**Transaction**”).

You may not use the Account to make any deposit, withdrawal or any other transaction except for the Transactions as described in this Agreement. Subject to the other terms and provisions set forth in this Agreement, we reserve the right to modify or cancel the Program at any time without notice to you, and we may implement fraud monitoring controls that may reduce cash access or spending limits to protect our Members.

**3. Paysafe as Program Servicer.** Skrill USA is part of the Paysafe Group (“**Paysafe**”) and relies on its affiliates to provide various Program services to you on our behalf. You acknowledge that, as our service provider for the Program, Paysafe is authorized to exercise rights and perform obligations that are delegated to it by Skrill USA. Without limiting the foregoing, requests, notices or directions from Paysafe to you should be regarded as notices to you from Skrill USA.

**4. The Account.** The Account is a limited purpose, virtual account held by Skrill USA in an aggregated account for all Members in a bank or similar financial institution (the “**Bank**”), and is *not* an individual bank account established in your name. Funds for all Members and Merchants are maintained in a custodial or pooled account held by Skrill USA at the Bank for the benefit of its customers. You may fund your registered Account through (i) your credit or debit card issued by a U.S. financial institution; (ii) a bank deposit account held by you at a U.S. bank or other financial institution; (iii) a money transfer from another Member holding a Skrill USA account; (iv) a money transfer from a Merchant; (v) a paysafecard gift card ticket; (vi) a Paysafecash

barcode or (vi) any other funding options listed at <https://www.skrill.com/en-us/siteinformation/fees/> as may be updated from time to time (each, a “**Funding Source**”). What constitutes an acceptable Funding Source for purposes of this Agreement is subject to change by Skrill USA at its sole discretion.

**5. Stored Value Balance.** The balance of available funds in your Account is called your “**Stored Value Balance**.” You may only access the Stored Value Balance on deposit at the Bank through the Program. The Stored Value Balance represents an unsecured claim against Skrill USA). The Program has no minimum balance requirements.

- **(a) Funds Availability.** Funds deposited to your Account by credit card, debit card or other Funding Source are generally available within fifteen (15) minutes of Skrill USA’s receipt of good funds from you, subject to certain limited exceptions, such as holds for high risk transactions, ACH deposits, or technical issues beyond Skrill USA’s reasonable control.
- **(b) Insufficient Funds and Account Overdrafts.** You are not allowed to exceed the Stored Value Balance in your Account through an individual Transaction or a series of Transactions. Nevertheless, if at any time a Transaction amount exceeds the balance of the funds available in your Account (creating a “**negative balance**”) you shall remain fully liable to us for the amount of the Transaction and any applicable fees or charges. Moreover, you will be required to repay such negative balance by uploading sufficient funds into your Account. Failure to do so is a breach of this Agreement. Repayment of the negative balance is due immediately without notice. We reserve the right, at any time, to send you reminders or to take other debt collection measures including but not limited to mandating a debt collection agency or attorneys or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts. We also reserve the right to cancel your participation in the Program should you create one or more negative balances.
- **(c) Authorization.** Each time you use your Account, you authorize us to reduce or increase your Stored Value Balance by the amount of the Transaction, as the case may be. All information regarding your Stored Value Balance on deposit with the Bank will be reflected on your Transaction history page found on <https://account.skrill.com/>. You will not receive a separate deposit account statement or other communication from the Bank with respect to the Stored Value Balance. You acknowledge and agree that:
  - **(i)** the Stored Value Balance may be placed by Skrill USA in an omnibus, custodial or pooled deposit account on a commingled basis with funds of other Members and Merchants;
  - **(ii)** the funds in the Stored Value Balance will be eligible for Federal Deposit Insurance Corporation (“**FDIC**”) pass through insurance, as per Section (d) below;
  - **(iii)** Skrill USA will hold these funds as agent and custodian and you will be the ultimate beneficial owner of the funds;
  - **(iv)** we may invest such funds in accordance with and as permitted by applicable laws, and in exchange for the services provided hereunder, you hereby irrevocably assign to Skrill USA any interest or other earnings resulting from such investment, including interest or any other earnings on funds held in custodial accounts;

- **(v)** you are not entitled to, and you shall not, grant a security interest or lien to any third party in the Stored Value Balance or any portion thereof; and
- **(vi)** you are not an account-holder with or customer of the Bank by virtue of this Agreement or the Program and you are not entitled to any interest or other compensation from the Bank, Skrill USA or any other person with respect to the Stored Value Balance
- **(d) Federal Deposit Insurance Corporation**
  - **(i)** The funds in your Stored Value Balance will be deposited into and held in one or more custodial accounts we maintain for the benefit of Skrill USA account holders at one or more FDIC-insured institutions (currently Metropolitan Commercial Bank).. While there, your funds are insured up to \$250,000 by the FDIC in the event the Bank fails if specific deposit insurance requirements are met. FDIC insurance does not protect your funds in the event of Skrill USA's failure or from the risk of theft or fraud. Additional information about deposit insurance is available on the FDIC's website at [www.fdic.gov/resources/deposit-insurance](http://www.fdic.gov/resources/deposit-insurance).
  - **(ii)** The FDIC insurance maximum applies to the aggregate of all funds that you have on deposit in other accounts with the same bank in a particular FDIC ownership category. The determination of whether you are eligible for insurance coverage will be made by the FDIC at the time that the bank holding a custodial account fails.
  - **(iii)** As stated above, you will not receive interest or any other earnings on funds held in these custodial accounts and you agree that any interest that may be earned on funds in a custodial account belongs to Skrill USA.

**6. Registering for the Program.** In order to participate in the Program, you must be a U.S. citizen or legal permanent resident of the United States of at least 18 years of age (provided that certain Merchants may impose greater age restrictions to access their sites or purchase their products or services) and register for an Account at <https://account.skrill.com/>. To register your Account, you will need to provide certain information about yourself as prompted by the registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate and (b) you will maintain the accuracy of such information. You may register for the Program one time only and are permitted to have only one Account. We reserve the right to terminate the Program and close the Account of any Member who has opened multiple Accounts or registered multiple times for the Program without notice and in our sole discretion. Notwithstanding anything to the contrary in this Agreement, we are under no obligation to provide any Program services to any applicant or Member and may decline any application to participate in the Program at our sole discretion.

## **7. Transactions.**

- **(a) Use of Your Account.** You acknowledge and agree that you may only use your Account for personal uses, and not for business purposes. In addition, you may not use your Account for any illegal purpose or for any purpose that violates any of Skrill USA's policies.
- **(b) Sending a Payment.**

- **(i)** In order to send a payment, you must instruct us to pay a receiving Member or Merchant (each, a “**Recipient**”) and provide us with all information that we request about the Recipient and the proposed transaction on the “send money” page at <https://account.skrill.com/>. You may also be asked to provide information about your relationship to the proposed Recipient, the source of funds for the transfer, and the purpose of the Transaction. We may decline any proposed Transaction that we determine in our sole discretion violates, or may violate, applicable law or our own policies, including policies intended to identify and prevent money-laundering, fraud and other abuses of the U.S. financial system. We may also limit the value and frequency of any proposed Transactions in our sole discretion.
- **(ii)** When you initiate a payment, we will obtain the funds (the principal amount of the Transaction plus any applicable fees (see Section 9; Fees)) by debiting your Account. If the Stored Value Balance in your Account is not sufficient to carry out your requested payment in full, your payment request will be declined. We reserve the right to limit your choice of funding sources for any Transaction at our discretion.
- **(iii)** We will complete a requested Transaction by sending the funds to the Recipient’s account promptly after we receive your proper instructions and full payment, plus any other information we may request.
- **(iv)** If your intended recipient is an individual and such individual does not have a Skrill USA account (any such individual, an “**Unregistered Recipient**”), we will provide the Unregistered Recipient with instructions to register and become a Member and activate a Skrill USA account in order to receive the funds. Until such requested payment is accepted by the Unregistered Recipient, the funds will remain unavailable to the sending Member unless and until the pending Transaction is successfully cancelled. If, within fourteen (14) days from the request for payment to be sent to an Unregistered Recipient, the Unregistered Recipient has not opened and activated an Account or otherwise joined the Skrill USA network, we will cancel the Transaction and the principal amount of the Transaction will be returned to the sending Member’s Account.
- **(v)** You are entitled to a refund of the principal amount of all funds proposed to be transmitted if we do not forward the money received from you within fourteen (14) days of the date that we receive all necessary information and funds (or within three (3) business days of your earlier written request), or if we do not give instructions committing an equivalent amount of money to be paid to the Recipient you have properly designated within that time frame, unless otherwise instructed by you or we are barred by applicable law or lawful order from making a refund. Further, if your instructions as to when the Transaction shall be paid are not followed and the funds have not yet been forwarded or transmitted, you have a right to a refund. In addition, while you may cancel a pending Transaction if it has not yet been processed, once the Transaction has been processed by Skrill USA, the Transaction shall become irreversible. For greater clarity, Skrill USA will not refund you for: (x) funds loaded into your Account via a Funding Source- if you

want your funds back, you must initiate a withdrawal from your Account; (y) funds sent to other Members or to customers in the Skrill Limited or Paysafe Payment Solutions Limited network- if you want your funds back, you must coordinate with such individuals to have your funds sent back to you.

- **(vi)** To request a refund, you may mail your written request to Skrill USA, Inc., at 5335 Gate Parkway, 4th Floor, Jacksonville, Florida 32256, or by contacting us at [www.skrill.com/en-us/support/](http://www.skrill.com/en-us/support/). **For California Members only:** If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to Section 2102 of the California Financial Code.
- **(c) Making a Merchant Payment**
  - **(i)** When you are on a Merchant's website and want to make a payment to the Merchant using your Account (such payment, a "**MerchantPayment**"), you will be redirected to the Skrill USA Account login page. Once you login to your Account, you can select to make the Merchant Payment using (x) your Stored Value Balance or (y) an alternate Funding Source. You are not allowed to use both methods to pay for the same Transaction.
  - **(ii)** If you want a refund of the Merchant Payment, you must contact the Merchant directly. We are not responsible for refunding you for Merchant Payments. We shall only refund you if we are instructed to do so by the Merchant.
- **(d) Receiving a Payment.**
  - **(i)** When receive a payment into your Account, we will credit your Account with the value of the payment. We reserve the right to (x) charge any applicable fee as may be set forth in our fee schedule (see Section 9; Fees) and (y) place a hold on funds credited to your Account and to limit the subsequent sending or withdrawal of such funds for a period of time in order to protect the Program and our Members from potential fraud, loss, chargeback/reversal risk or for other lawful purposes (including pursuant to our anti-money-laundering and related policies). In addition, we may require more time to review certain potentially high-risk transactions, and in certain cases, may place a hold on the payment and contact the sending Member or Recipient for additional information.
  - **(ii)** When you receive a payment, you shall be liable to us for any subsequent reversal of the Transaction (e.g., if the sender of the payment was using a stolen credit card or unauthorized bank account). We may reverse a previously credited Transaction at any time and without prior notice to you: (A) if we receive a chargeback or reversal of the funding Transaction, (B) if we have reason to believe that the funding Transaction was fraudulent or unauthorized, or (C) in order to protect us or the sending Member from a loss associated with the Transaction.

## 8. Consent for Electronic Disclosures.

- **(a)** In order for your Account to be activated, we must have your consent to provide access to required disclosures in electronic format. If you do not

consent to electronic disclosure of these documents, then you may not participate in the Program. Your consent applies to all of the documents we provide to you electronically in connection with the Program, including periodic statements and notices.

- **(b)** Access to electronic disclosures and transactional history will be provided online at your Account page on [account.skrill.com](https://account.skrill.com). In order to view these disclosures, you will need (i) a computer or mobile device with an internet connection; (ii) an up-to-date web browser that includes 128-bit encryption (e.g. Internet Explorer version 6 and above, Chrome version v1.0.154.43 and above, or Safari v3.2.1 and above) with cookies enabled; (iii) Adobe Acrobat Reader version 6.0 and above to open documents in .pdf format; and (iv) a valid email address (that matches your primary email address on file with Skrill USA).
- **(c)** If you consent to electronic access to documents, we are not required to provide you with paper copies and may assess a charge, as described elsewhere in this Agreement or as we otherwise may prescribe, to provide any such paper copies to you. You may obtain Account documents in paper form without charge by printing them yourself. If you decide to withdraw your consent for electronic disclosures, you must notify us at [www.skrill.com/en\\_us/support](https://www.skrill.com/en_us/support). Such notice will constitute notice of termination of your Account and participation in the Program.

## 9. Fees.

- **(a)** We charge you certain fees (the “**Fees**”) for your participation in the Program. All Fees are set forth in a separate fee schedule available at [www.skrill.com/en\\_us/fees](https://www.skrill.com/en_us/fees). (“**Fee Schedule**”). Subject to the notice requirements set forth in Section 25 of this Agreement, the Fee Schedule is subject to change at our sole discretion at any time without prior notice to you, except that prior to authorizing any Transaction, you will be advised online of the Fees applicable to such Transaction. In addition to the Fees payable in connection with a Transaction, we may charge you Fees for chargebacks, returned items and other problems or delays we encounter in processing Transactions that you request, due to insufficient funds being available in your Account or other insufficient, incorrect or incomplete information you provide to us. All Fees are due immediately. You may obtain further information about Fees from our on-line support center available at [www.skrill.com/en\\_us/support](https://www.skrill.com/en_us/support). In addition to these Fees, additional fees and taxes may apply to a Transaction (or to the recipient of a Transaction) that you originate in the United States which is paid, credited or settled outside the United States; this means that your Recipient may receive less than the full amount of the principal amount you send. We may receive a fee or other payment from the Bank in consideration for making available the Stored Value Balances for deposit at the Bank or for any other service rendered by us to the Bank. You acknowledge and agree that Skrill USA is authorized to receive such a payment from the Bank, and that you have no claim or right to such fees or portion thereof.
- **(b)** For every currency conversion, we will apply our Skrill exchange rate which applies at the time we carry out the Transaction between the two currencies involved, to which we add a foreign exchange fee. The Skrill exchange rate is a reference exchange rate set by us and changes continuously throughout each day. You can find out details of our current reference exchange rates [here](#). When we set and

change the Skrill exchange rate we take account of the buy and sell exchange rates in the market, and changes to those rates, which we receive from a variety of independent sources. Our foreign exchange fee is displayed in the "[Fees](#)" section of [the Website](#). The foreign exchange fee is payable in addition to the Transaction fee.

- **(c)** Our Fees are either expressed as a percentage of the Transaction or as a fixed amount in USD. Where fixed fee amounts are displayed in a currency other than USD, this is for information purposes only. If fees are deducted from your Stored Value Balance or a Transaction denominated in a different currency, the USD fee amount will be converted into an equivalent fee in that other currency based on the Skrill exchange rates applicable at the time and then deducted. We will not apply a foreign exchange fee on currency conversions of fees.

## 10. Funds Transmission.

- **(a)** We are a licensed money transmitter under the laws of various U.S. states. Click [here](#) for more information regarding the state money transmission licenses that we maintain.
- **(b)** You acknowledge that:
  - **(i)** we are not a bank;
  - **(ii)** funds in the process of transmission from a sending Member to a Recipient through the Program may not be deemed to be deposits of Skrill USA, the Bank or any financial institution;
  - **(iii)** funds in the process of transmission or your Account may be eligible for federal deposit insurance, subject to compliance with applicable FDIC regulations;
  - **(iv)** we do not act as a trustee, or escrow holder with respect to funds in the process of transmission between a Member and any Recipient or in connection with the funds balances on deposit with the Bank; and
  - **(v)** you have irrevocably assigned to us any interest or other earnings that may accrue on your Stored Value Balance in consideration for the services provided hereunder.

**11. Daily Transaction Limits.** Your use of the Account is subject to the daily withdrawal and transferring limits which can be found at [www.skrill.com/en\\_us/support](http://www.skrill.com/en_us/support). These limitations apply to all Transactions. In the event that other applicable laws (such as gambling regulations) prescribe stricter limits than those set out here, those stricter requirements will apply.

## 12. Personal Information and Privacy.

- **(a)** You are required to keep the information associated with your Account accurate and up to date. Continued use of your Account with inaccurate information may be regarded by us as a breach of this Agreement and may result in termination of your Account. You agree that we may require you to provide additional information at any time in order to participate in our Program. From time to time, we also may obtain information from third parties (including but not limited to credit or identity verification information) to ensure you are authorized to use your Funding Source(s), verify that your Funding Source(s) is/are in good standing or otherwise verify your ability to participate in the Program in accordance with this Agreement.

- **(b)** We respect the privacy of the personal information our Members provide and treat such information in accordance with our Privacy Policy, which is incorporated by reference into this Agreement and is available at [www.skrill.com/en-us/footer/privacy-policy](http://www.skrill.com/en-us/footer/privacy-policy).

**13. Our Liability to You.** Except as otherwise provided in this Agreement, you shall be entitled to a refund in the amount of any unauthorized or incorrectly executed transfer from your Account and, where applicable, restoration of your Account to the state in which it would have been had the unauthorized or incorrectly executed transfer not taken place. However, there are some exceptions. Neither we nor any of our respective agents or subcontractors will be liable:

- **(a)** for losses or damages alleged to result from our failure properly to complete a Transaction (other than as noted herein);
- **(b)** for losses or damages alleged to result from our delay in completing a Transaction;
- **(c)** if, through no fault of ours, you do not have enough money in your Account to make a Transaction;
- **(d)** if the terminal or system was not working properly and you knew about the breakdown when you started the Transaction;
- **(e)** for losses or damage arising from your misuse or inability to use our website (including but not limited to your failure to keep your Account information secure), whether due to reasons within our control or not;
- **(f)** if we are prohibited by law from completing the Transaction or for losses or damage caused as a result of actions taken due to our obligations under applicable law or order; or
- **(g)** due to circumstances beyond our control (such as failure or interruption of telecommunications or data transmission systems) that prevent or affect the Transaction, despite reasonable precautions that we have taken.

#### **14. DISCLAIMERS OF LIABILITY.**

- **(a)** EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW OR THIS AGREEMENT, (i) IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES FOR DELAY, NON-DELIVERY, NON-PAYMENT OR UNDERPAYMENT OF A PAYMENT TRANSACTION, WHETHER CAUSED BY AN ACT OR OMISSION OF SKRILL USA, ITS EMPLOYEES, AGENTS, SERVICE PROVIDERS OR OTHERWISE, AND (ii) THE SOLE REMEDY AVAILABLE TO YOU FROM SKRILL USA OR ITS AGENTS OR SERVICE PROVIDERS SHALL BE LIMITED TO A REFUND TO THE SENDER OF THE PRINCIPAL OF THE PAYMENT TRANSACTION AMOUNT, PLUS ASSOCIATED FEES.
- **(b)** IN PROVIDING THE PROGRAM TO YOU, NEITHER WE, NOR ANY OF OUR AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS, MAKE ANY EXPRESS REPRESENTATIONS OR WARRANTIES TO YOU WITH RESPECT TO THE PROGRAM EXCEPT AS SET FORTH IN THIS AGREEMENT, AND ALL IMPLIED AND STATUTORY REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT, ARE HEREBY EXPRESSLY DISCLAIMED BY US TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.



- **(c)** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, HOLDING COMPANIES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER BASED ON NEGLIGENCE, WILLFUL MISCONDUCT, TORT, CONTRACT OR ANY OTHER THEORY OF LAW, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF INCOME, FAILURE TO REALIZE EXPECTED REVENUES OR SAVINGS, LOSS OF PROFITS OR ANY OTHER ECONOMIC OR PECUNIARY LOSS, IN EACH CASE ARISING OUT OF OR RELATING IN ANY WAY TO THE ACCOUNT, ANY PRODUCTS OR SERVICES PURCHASED USING THE ACCOUNT, OR THIS AGREEMENT (AS WELL AS ANY RELATED OR PRIOR AGREEMENT THAT YOU MAY HAVE HAD WITH US).
- **(d)** WE FURTHER DISCLAIM ANY AND ALL LIABILITY FOR ANY GOODS OR SERVICES BOUGHT OR SOLD BY YOU THAT ARE SETTLED THROUGH YOUR PARTICIPATION IN THE PROGRAM.

**15. Disputes between You and any Provider of Goods or Services.** You acknowledge and agree that:

- **(a)** Skrill USA and the Program each operate solely as a payment intermediary and that Skrill USA under no circumstances functions as a seller, buyer, dealer, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent or merchant of any product or service being ordered or purchased by you through the Program;
- **(b)** Skrill USA makes no representations or warranties with respect to, and does not ensure the quality, safety or legality of any product or service ordered or purchased by you through the Program;
- **(c)** any dispute between you and any third party regarding any product or service ordered or purchased by you through the Program, shall be solely between you and such third party, and Skrill USA shall not be a party to any resulting dispute, including any dispute concerning such third party's performance or any claim by you with respect to the delivery, quality, quantity, legality or use of the products and services offered by such third party; and
- **(d)** you shall defend, indemnify and hold harmless Skrill USA and its affiliates, agents and service providers against any claim by any third party relating to your purchase or any products and services from such third party through the Program.

**16. Right of Set-Off.** You agree that we are authorized at any time to set-off the funds deposited to your Account against your debts or liabilities owed to us. We may exercise this right of set-off without notice to you.

**17. Documentation of Transactions.** You will receive the following documentation with respect to your Transactions:

- **(a)** At the time you make a Transaction, you will obtain an email receipt for the Transaction.

- **(b)** You may access your electronic Transaction history at any time, showing all debits and credits posted to your Account as well as your Stored Value Balance, by selecting the “Transactions” tab of your Account page at <https://account.skrill.com/>. You may also obtain this information by calling 855-719-2087.

You also have the right to obtain at least twenty-four (24) months of written history of account transactions by calling 855-719-2087, or by writing us at 5335 Gate Parkway, 4th Floor, Jacksonville, Florida 32256. You will not be charged a fee for this information unless you request it more than once per month.

**18. If You Need New Authentication Credentials.** You agree to use your best efforts to safeguard your Account authentication credentials. If you believe that your authentication credentials have been compromised or that someone has transferred or may transfer money from your Account without your permission, you should contact us immediately at [www.skrill.com/en\\_us/support](http://www.skrill.com/en_us/support), after which we will supply you with new authentication credentials. Our liability for loss or damage arising from the unauthorized use of the Account is limited as set forth in this Agreement.

## **19. Errors, Complaints and Unauthorized Transactions**

- **(a)** How to view your Transaction history: You may access your Transaction history, showing all debits and credits posted to your Account as well as your Stored Value Balance, by selecting the “Transactions” tab of your Account page at <https://account.skrill.com/>.
- **(b)** How to notify us regarding errors and unauthorized Transactions: You should contact us immediately if you believe that (i) there has been an error in one or more of your Transactions, (ii) your login email or password has been compromised or (iii) someone has made (or will make) an unauthorized transfer of funds using your Account. To contact us please call 855-719-2087 visit us at [www.skrill.com/en\\_us/support](http://www.skrill.com/en_us/support). We are available twenty-four (24) hours a day, 365 days a year. To contact us by mail, send a letter to Skrill USA, Inc., at 5335 Gate Parkway, 4th Floor, Jacksonville, Florida 32256. When you contact us, you will need to tell us:
  - Your name and account number;
  - Why you believe there is an error;
  - The dollar amount of the purported error or unauthorized transfer of funds;
  - Approximately when the error took place; and
  - Any information which might help explain the existence or cause of the purported error or unauthorized transfer.

If you are not able to report all of the requested information regarding your Account, your responsibility to provide notice of unauthorized use of your account is fulfilled if you provide enough information to effectively identify your Account.

If you tell us about an error via telephone, we may require that you send us your complaint or question in writing within ten (10) business days.

- **(c)** When you can report an error. We must allow you to report an error until sixty (60) days after the earlier of (x) the date you electronically accessed your Account, if the error could be viewed in your electronic history, and (y) the date we sent the FIRST written history on which the error appeared. In all cases, we may refuse to allow you

to dispute an error more than one hundred and twenty (120) days after the Transaction you believe was in error was posted to your Account. You may be held liable for an unauthorized transfer depending on when you notify us of such unauthorized transfer. If you do not notify us of an unauthorized transfer within sixty (60) days after we make available to you a statement on which the unauthorized transfer first appears, you may be held completely liable for the unauthorized transfer.

- **(d) How we resolve errors and unauthorized transactions:**
  - **(i)** We will advise you of the results of our investigation within ten (10) business days after you have provided us with the notification described above. However, if we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive your response within ten (10) business days, we shall have the right to not credit your Account.
  - **(ii)** For errors involving new Accounts or point-of-sale transactions (if applicable), we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.
  - **(iii)** Within three (3) business days after our investigation has concluded, we will advise you of the results of our investigation. If we determine that there was no error or unauthorized transaction, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.
- **(e) Our liability for errors:** If we confirm an error or unauthorized transaction, we will promptly correct it.
- **(f) Other errors:** In the event that we discover a processing error, we will correct the error regardless of whether the error favored you or us. If the error resulted in you receiving less money than the amount to which you were entitled, we will credit your Account for the amount of money you should have received. If the error resulted in you receiving more money than the amount to which you were entitled, we reserve the right to correct the Transaction(s) that were incorrectly executed, including but not limited to debiting your Account, regardless of the nature and cause of the error.
- **(g) Complaints:** In addition, to make a complaint about Skrill USA to your state banking department please click [here](#) for more information.
- **(h) Document retrieval requests:** Upon written or electronic request, copies of documentary evidence of Transactions are available for income tax and other lawful purposes. We may charge you \$10.00 per copy for such hard copy documents. As long as the computer you use to access your Account is connected to a functioning printer, you can always print out your Transaction history, or the details of a specific Transaction, without any additional charge by Skrill USA.

## **20. Withdrawal of Available Funds; Dormancy and Dormancy Fees.**

- **(a)** You may request withdrawal of the amount of your Stored Value Balance at any time (less already incurred or applicable withdrawal fees per the Fee Schedule) via <https://account.skrill.com/>.
- **(b)** Your Account is free as long as you log in or make a Transaction at least once over a period of three-hundred sixty-five (365) consecutive calendar days (“Calendar year”). If you do not log in or make a Transaction at least once during the Calendar year, your Account will be regarded as “inactive,” and, except where prohibited by applicable law, we will charge you a monthly maintenance fee of \$5 (each such charge, an “**Inactive Maintenance Fee**”), with the first such monthly Inactive Maintenance Fee to be charged on the day immediately following the day on which your Account is deemed to be inactive, and then again once each month on the same day of each successive calendar month until such time as either your Account balance reaches \$0.00 or you conduct a new Transaction, whichever occurs earlier. If your Account balance reaches \$0.00, we will close your Account and terminate this Agreement. Under no circumstances will any Inactive Maintenance Fee cause your Account to reflect a negative balance. This section 20 shall remain in full force and effect following termination of this Agreement.
- **(c)** Moreover, if, as shown by our records, you have not, within the applicable statutory period, caused any activity or received any payments with regard to your Account, corresponded with us concerning the Account, or otherwise indicated an interest in the Account as evidenced by a writing on file with us, or transacted any business with us, applicable law may require us to report your remaining Stored Value Balance as unclaimed property. If we are unable to locate you based on the contact information you provided us during registration, we may be required to deliver your remaining Stored Value Balance (less any legally permitted service fees) to the state as unclaimed property.

**21. Termination.** At any time and without prior notice, we may revoke or cancel your participation in the Program and thereby terminate this Agreement. You may terminate this Agreement and close your Account at any time by completing a customer support form at [our Support page](#). Termination, whether by you or by us, shall not affect any prior Transactions or obligations relating to your Account existing at the time of termination. Upon termination or closure, as the case may be, we will arrange to transfer any remaining funds in your Stored Value Balance to you.

- **(a)** If your Account holds any funds at the time of its closure you may withdraw such funds by contacting Customer Service and requesting that the funds are sent to you in a manner that is reasonably acceptable to us. We suggest that you withdraw your remaining funds as soon as possible after account closure as they will not earn any interest.
- **(b)** If you want to access your Transaction history after the closure of your Account, you will need to contact Customer Service [www.skrill.com/en\\_us/support](http://www.skrill.com/en_us/support), and request the information. You may do so for as long as we hold your data, as determined by our data retention policy. You can read more about this in our Privacy Notice which can be found on our [website](#).
- **(c)** We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorizing any withdrawal of your funds, including in relation to returning any funds to you after you have closed your Skrill Account.

**22. Breach of the Agreement.** If you conduct or attempt to conduct any Transaction in violation of this Agreement, we reserve the right to reverse the Transaction, revoke or suspend your participation in the Program, and report the Transaction to the relevant law enforcement agency. We also reserve the right to recover damages to the maximum extent permitted by applicable law and to charge an administrative fee commensurate to the costs we have incurred in connection with your illicit activity.

**23. Assignment.** You may not transfer or assign this Agreement to any other person without our prior written consent, which consent may be withheld in our sole and absolute discretion. We may assign our obligations to you under this Agreement without your consent or any prior notice.

**24. Agents and Service Providers.** We may employ agents or service providers to perform services for us in connection with this Agreement. For example, we have retained Paysafe to perform certain functions for us, as described in Section 3 above. All such services are performed at our direction and subject to our supervision and control.

**25. Amendment.** We reserve the right to amend this Agreement without notice to you by posting the updated Agreement on our website, and such updated Agreement shall take effect from the day posted. Notwithstanding the foregoing, 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 by the Bank, or stricter limitations on Transactions or withdrawal rights.

**26. Governing Law, Arbitration of Disputes and Waiver of Class Claims.**

- **(a)** This Agreement and any complaint, claim or controversy arising out of or relating thereto, including any complaint, claim or controversy against us in connection with the Program (collectively, a "**Claim**"), are governed by the laws of the United States and the state of Florida, without regard to conflicts or choice of laws principles, whether or not you live in Florida.
- **(b)** Any Claim about us or the Program should be addressed to us in the first instance by contacting Customer Service at 855-719-2087 or at [www.skrill.com/en\\_us/support](http://www.skrill.com/en_us/support). You should clearly indicate that you are wishing to make a Claim to us. This helps us to distinguish a Claim from a mere inquiry. We will then send you a Claim acknowledgement electronically within forty-eight (48) hours of receiving your Claim in accordance with our Claim procedure. You may request a copy of our Claim procedure at any time by contacting Customer Service. We will endeavor in good faith to resolve any Claim you raise pursuant to this Section 26(b) as expeditiously as possible.
- **(c)** If not resolved pursuant to Section 26(b) above, any Claim, including questions involving the scope, interpretation or enforceability of this Section 26, will be settled by binding individual arbitration administered by the American Arbitration Association pursuant to its then-current Consumer Arbitration Rules if you are a consumer and Commercial Arbitration Rules if you are a merchant (both available at [www.adr.org/Rules](http://www.adr.org/Rules)), as amended by this Agreement. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is

reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. Each party will bear its own attorneys', experts' and witness fees. **You agree that any arbitration will take place on an individual basis; collective or group arbitrations are not permitted, and you are agreeing to give up the ability to participate in a class or group or other representative action ("Class Action Waiver").** Third parties' claims will not be joined in any arbitration between the parties. This Section 26 is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. 1-16. Except to the extent needed to enforce this Section 26 or any arbitral award issued hereunder, the parties waive all rights to a court or jury trial to resolve any claims.

If any portion of this Section 26 is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Section 26, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Section 26 or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Section 26 and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Section 26.

Any dispute not subject to arbitration pursuant to this Section shall be resolved exclusively in small-claims court in the jurisdiction in which you are located or in federal or state court, as applicable, located in Miami-Dade County, Florida, and you and we expressly submit to the exclusive jurisdiction and venue of those courts.

- **(d) You may opt out of the requirement to arbitrate by emailing a notice of opt-out within thirty (30) days of first registering your Account.** Such email should state in its subject line "Opt-out from Arbitration" and must be sent to **help@skrill.com**. Note that an opt-out from arbitration does **not** opt you out from or otherwise supersede this Class Action Waiver, which remains in effect notwithstanding such opt-out.

**27. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected.

## **ADDITIONAL TERMS RELATING TO PRE-AUTHORIZED DEBITS / ACH**

**28. ACH Authorization and Agreement.** If your Funding Source(s) include a bank account, you agree that by providing your bank account details and number(s) to us, you are agreeing to this ACH Authorization and Agreement ("**ACH Authorization and Agreement**") and certify to us and agree as follows: (i) you are the owner of the bank account(s) whose number(s) you have supplied and designated as a Funding Source for your Account; (ii) you are duly authorized in accordance with your agreement with your bank to authorize us to debit such bank account; (iii) such bank account is capable of and allows ACH transactions, (iv) such bank account is in good standing; (v) such bank account is a consumer personal account; (vi) you are

authorized to make withdrawals from it and credits to it without the approval or participation of anyone else; and (vii) you authorize us to initiate credit or debit entries to your bank account from time to time upon your instruction until your Account is closed and no further credits or debits are authorized or permitted under this Agreement.

**29. Acknowledgments.** You acknowledge and agree that (i) the origination of ACH transactions to and from your Account, including ACH transactions initiated for Merchant Payments, must comply with all provisions of applicable law, and (ii) you will receive at the primary e-mail address of record you have provided as part of your Account registration any required notices, disclosures or receipts.

**30. Authorization and Cancellation.** Your ACH Authorization and Agreement is a continuing one that will remain in full force and effect unless and until you cancel this ACH Authorization and Agreement by unlinking your linked bank account(s) by logging into your Account at <https://account.skrill.com/> and removing the relevant bank account or by contacting us at [our Support page](#). You agree to do so in time for us to have a reasonable opportunity to act on your cancellation. 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 into your Account by logging into your Account at <https://account.skrill.com/> or contacting us, and failure to do so will void your notice of cancellation.

**31. Consent.** You acknowledge and agree that, to the extent permitted by applicable law, you will be deemed to have accepted and executed this ACH Authorization Agreement by entering your bank account number(s) on your Account page at <https://account.skrill.com/>, which will be sufficient to evidence your consent. The effective date of this ACH Authorization and Agreement is the date you submit your bank account number(s) to us and you agree by checking the ACH Authorization and Agreement.

**32. Amount, Timing or Specified Event/Action.** The origination of ACH transactions to and from your Account, including ACH transactions initiated for Merchant Payments, is triggered by your request and only upon the date of your request. Settlement of ACH transactions – both credits and withdrawals to or from your Funding Source and credits and withdrawals to or from your Account – will generally occur on the third (3rd) business day following the date of your request, although some settlements may occur more quickly. Settlements may be delayed if you provide incomplete or inaccurate information, or by events beyond Skrill USA's reasonable control.

**33. Wireless Operator Consent.** You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to Skrill and its third-party service providers your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the business relationship.

**34. Collection and Retention of Data.** We may collect and retain data regarding you and your bank account(s), such as name, address, bank account information and

credentials, phone number and email address, for the period required by applicable law. We retain this data for compliance, verification, fraud prevention and troubleshooting purposes and in accordance with the [Skrill USA Privacy Notice](#).

**35. Account Validation.** When you provide us with your bank account information, and as a condition to your using such bank account as a Funding Source, we will verify your identity, authority and access to the bank account you identify. In order to do so, Skrill USA will do one or more of the following: (i) use a third-party provider or tool that provides authorization and identification services; (ii) credit your bank account with two (2) different and random micro-deposits, which you will be required to confirm by entering their specific amounts once prompted on your Account page at <https://account.skrill.com/?locale=en-US> (upon valid confirmation of the two (2) different micro-deposit amounts, your bank account will be linked to your Account), or (iii) a manual verification, which means you will be required to submit the required bank account documentation to our Customer Support staff.

**36. Recourse/Reimbursement Statement.** You have certain recourse rights if any debit does not comply with this ACH Authorization and Agreement, such as, but not limited to, 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.

**37. Credit Reporting.** You acknowledge and agree that any violation of this ACH Authorization and Agreement, such as but not limited to disputing a previously granted valid consent, may have a negative impact on your credit rating or result in a negative report on your credit report.