

## Boomerang Terms and Conditions

These Boomerang Terms and Conditions (“**Boomerang Terms and Conditions**”) constitute an agreement between you (“**you**” or the “**Merchant**”) and **Paysafe Payment Solutions Limited**, a company incorporated in Ireland with company number 626665, whose registered office is at Grand Canal House, Grand Canal Street Upper, Dublin 4, DO4 Y7R5, Ireland (“**PPSL**”) and **Skrill Limited**, a company incorporated in the United Kingdom, with company number 4260907, whose registered office is at Floor 27, 25 Canada Square, London, England E14 5LQ, United Kingdom (“**Skrill**”). For the purposes of this agreement, each of Merchant and PPSL is a “**Party**” and, collectively, constitute the “**Parties**”.

To participate in the Boomerang referral programme (the “**Boomerang Programme**”) you must always comply with these Boomerang Terms and Conditions. BY CHECKING THE BOX "TERMS AND CONDITIONS" YOU AGREE TO BE BOUND BY THESE BOOMERANG TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE BOOMERANG TERMS AND CONDITIONS, DO NOT CHECK THE BOX AND DO NOT APPLY TO PARTICIPATE IN THE BOOMERANG PROGRAMME.

### 1. Definitions and Interpretation

1.1 The following terms when used in these Boomerang Terms and Conditions shall have the following meaning:

**Affiliate** means in relation to a Party, any entity that is controlled by, controls or is under common control with, directly or indirectly, such party, from time to time. For this purpose, “control” of any entity or party means ownership of a majority of the issued shares or voting power of an entity or party or the power to direct or cause the direction of the management and policies of an entity or party, whether through ownership of voting securities, by contract or otherwise.

**Applicable Laws and Regulations** means any law, statute, rule, regulation, order, circular, decree, directive, judgment, decision or other similar mandate of any applicable central, national, state or local governmental authority having competent jurisdiction over, or application, to the Party, a Referred Customer, or subject matter in question.

**Approved Media** means any websites (that do not contain any intellectual property rights owned by other Paysafe merchants), webpages, mobile platforms or applications that have been pre-approved in writing by Paysafe.

**Business Day** means any day other than Saturdays, Sundays or any public holiday on which banks in England, Ireland or Bulgaria are generally closed.

**Commission** means the commission payable by Paysafe to Merchant for the referral of New Customers to the Paysafe Services in accordance with clause 4 (Commission) hereof.

**Confidential Information** means (i) any Commission agreed by the Parties; (ii) each Party’s trade secrets, business plans, strategies, methods and/or practices; and (iii) any other information relating to a Party or its business that is not generally known to the public, including but not limited to: information about a Party’s personnel; products; customers; marketing strategies; services; future business plans; commissions, fee and/or deal structures; as well as any other benefits provided by Paysafe. Notwithstanding the foregoing, Confidential Information specifically excludes (A) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other Party; (B) information that is known to a Party without restriction, prior to receipt from the other Party under these Boomerang Terms and Conditions, from

its own independent sources as evidenced by such Party's written records, and which was not acquired, directly or indirectly, from the other Party; (C) information that a Party receives from any third Party reasonably known by such receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (D) information independently developed by a Party's employees or affiliates provided that a Party can show that those same employees or affiliates had no access to the Confidential Information received hereunder.

**Connected Person** means any Affiliate, director, officer, shareholder, or employee of Merchant.

**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.

**Fee Revenue** means the net transaction fees charged by Paysafe for the receipt of payments from Referred Accounts to Paysafe merchants (specifically, the following fees charged by Paysafe to the Merchant by virtue of the agreement signed between the parties: receive money fee, per transaction fee and the country surcharge fee), excluding transaction fees in relation to payments made using a Skrill Prepaid Mastercard®, rebates, cash bonuses, reversal costs, chargeback costs, administration fees, country surcharge fees and any other applicable fees as agreed between Paysafe and the Merchant.

**Income Access** means EcomAccess Inc., a Canadian corporation, registered in Quebec, having its registered office at 3500 de Maisonneuve Blvd. West, 2 Place Alexis-Nihon, Suite 700, Westmount Québec H3Z 3C1 Canada wholly owned subsidiary of Paysafe Group Limited.

**Intellectual Property** means any patents, trademarks, copyrights, design rights (whether registrable or not), logos, copyright, trade, business and 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.

**Marketing Policy** has the meaning set forth in clause 5 hereof.

**Merchant** has the meaning set forth in clause 2.1 hereof;

**Merchant Account** means the electronic money account registered in the name of the Merchant with Skrill ("Skrill Merchant Account"). Merchant Account shall combine the traffic created under Skrill and/or PPSL.

**Merchant Referral Income Access Account** means an account established between the Merchant and Skrill and/or PPSL, facilitated through Income Access, pursuant to which Merchant shall receive a username, account number/ID and log-in credentials (separate and apart from your standard Skrill Merchant Account), that Referred Accounts shall be linked to.

**New Customer** means a customer who, at the time of the referral by Merchant to Paysafe in accordance with clause 3 hereof, does not have an existing Customer Account and was actively referred to Paysafe by Merchant using Merchant's Referral Link.

**Paysafe** means Skrill and/or PPSL.

**Paysafe Merchant** means an individual, a body corporate, an association, a partnership, a trust or any other entity or organisation that has been accepted by and signed a merchant agreement with: (a) Skrill; or (b) PPSL, to accept online payments from Customers for goods and services.

**Paysafe Services** means the Skrill Services.

**Prohibited Activities** means the activities set out in clause 6 or any other activities communicated by Paysafe from time to time.

**Proprietary Material** has the meaning set out in clause 8 hereof.

**Referral Link** means a link or a tracking code provided to the Merchant by Paysafe through the Merchant Account for the purposes of allowing New Customers to apply for an Account in the Boomerang Programme. The hyperlinks and the tracking codes from your Merchant Account trigger tracking cookies that enable Paysafe to identify a New Customer. Each such tracking cookie's lifetime shall continue for a period of up to thirty (30) days. Upon expiration of a cookie's lifetime or the deletion of cookies the Referred Customer shall not be identified as part of the Merchant's network and no Commission shall be generated for the Merchant.

**Referred Account** means the Customer Account of a New Customer that has been linked to the Merchant Referral Income Access Account for the purposes of generating a Commission.

**Referred Customer** means a New Customer who was actively referred by Merchant to use the Skrill Services using the Referral Link provided in Merchant's Approved Media and has successfully registered a Referred Account in accordance with the applicable terms of use which govern the Referred Account.

**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 Services** means the Skrill services provided by Skrill or PPSL which includes (but is not limited to) the issuance of electronic money and related payment processing services for the purpose of the Customer Account in accordance with the applicable terms of use which govern the Customer Account.

## **2. The Boomerang Programme**

2.1 The Boomerang Programme allows Paysafe Merchants to generate Commissions through the referral of Referred Customers to Paysafe. To participate in the Boomerang Programme, you must satisfy the following criteria (the "**Eligibility Criteria**"):

- (a) be an active Merchant Account holder;
- (b) comply with the applicable Merchant Account terms of use and merchant agreement signed with Skrill or PPSL (or any combination thereof) which govern your Merchant Account, and which are incorporated by reference into these Boomerang Terms and Conditions as if fully set forth herein;
- (c) complete full account verification as per the instructions given by Paysafe;
- (d) establish and maintain a Merchant Referral Income Access Account in your name and in good standing; and
- (e) not be incorporated in the USA. If you are a US resident you may qualify to become eligible for participation in the Boomerang Programme in accordance with the respective Boomerang Program USA terms and conditions.

2.2. Paysafe partners with Income Access for the purposes of tracking Commissions payable to Merchants pursuant to clause 4 hereof. Upon your approval as a participant in programme 'Boomerang' by Paysafe, you will be required to establish a Merchant Referral Income Access Account that will be powered by Income Access. Your Merchant Referral Income Access Account will allow you to obtain materials that you may use for the purposes of promoting the Paysafe Services or the Boomerang Programme under these Boomerang Terms and Conditions, track your Referred Accounts, and calculate the Commissions earned by you under these Boomerang Terms and Conditions. More information about Income Access may be found at <https://incomeaccess.com/>.

2.3 Your Merchant Referral Income Access Account shall become active and these Boomerang Terms and Conditions shall become effective and binding on the Parties on the date (the "Effective Date") that Paysafe sends to you an email confirming your acceptance into the Boomerang Programme and providing you with instructions on how to log into your Merchant Referral Income Access Account.

### **3. Referrals**

**3.1 Referred Accounts.** Subject to these Boomerang Terms and Conditions, Merchant may acquire Referred Accounts as follows:

(a) Merchant is authorized to promote and recommend the Paysafe Services to prospective New Customers, and encourage such prospective New Customers to apply for a Customer Account by following the Referral Link on any website or other online portal operated by the Merchant. The Referral Link must be displayed in the Approved Media only and not be displayed in the Skrill Deposit Module on Merchant's payment gateway. Merchant shall not refer any Connected Persons to Paysafe and Paysafe shall not be liable to pay Commission to the Merchant in relation to any Merchant Connected Persons. If any Referred Customers become Connected Persons, the Merchant shall notify Paysafe immediately and Paysafe shall cease paying Commission in respect of the Connected Person with immediate effect. Any Merchant's own Customer Accounts shall not be regarded as a Referred Customer Account and any transactions processed through any of the Merchant's own accounts shall be excluded from the calculation of the Commission.

(b) Merchant acknowledges and agrees that Paysafe may, in its sole discretion, accept, decline, suspend or terminate any prospective Referred Customer referred by the Merchant hereunder. Further, Merchant agrees and acknowledges that Paysafe may, in its sole but reasonable discretion, discontinue the participation of a Referred Customer as part of the Boomerang Programme and stop paying Commission to Merchants for the transactions authorized by the said Referred Customer.

(c) Upon Paysafe's approval, the Referred Customer's Account shall become a Referred Account of the Merchant, thereby making the Merchant eligible to receive Commissions related to such approved Referred Account pursuant to the terms of clause 4 hereof. For the avoidance of doubt, unless otherwise agreed by Paysafe in writing, each Referred Customer shall only have one Referred Account, which is the New Customer account. Any accounts subsequently opened by Referred Customer will not be considered Referred Accounts.

(d) Notwithstanding Clause 3.2(a) hereof, registration by any such New Customer after the expiration and/or deletion of the tracking cookie from the browser shall prevent such participant from being deemed a Referred Customer of the Merchant and prevent the Merchant from earning any Commissions from such participant's subsequent transaction activities.

### **3.2 Status of Referred Accounts.**

Merchant acknowledges and agrees that Merchant will in no way be responsible for, have any ownership interest in, or be a party to any agreement between Paysafe and any Referred Customer. Further, except as set forth herein, Paysafe shall have no obligation to share with the Merchant any details or information related to any such Referred Customer.

#### **4. Commission**

4.1 In consideration of the services rendered under these Boomerang Terms and Conditions, Paysafe shall pay the Merchant a Commission. The exact amount of the Commission, period or payment and other aspects related to the Commission shall be as agreed upon between the Parties in writing separately.

4.2 Commissionable transactions shall be any transactions in which a Referred Account transfers funds to Paysafe merchants using the Paysafe Services for which a Fee Revenue is generated for Skrill and/or PPSL; provided however that no such payment transaction using a Skrill Prepaid Mastercard® shall constitute a commissionable transaction. Paysafe reserves the right to establish maximum limits on Commissions payable to the Merchant with respect to any Referred Customer, or with respect to the Boomerang Programme, as may be required from time to time to comply with any Applicable Laws and Regulations.

4.3 Notwithstanding any provision in these Boomerang Terms and Conditions to the contrary, Paysafe reserves the right to change the applicable Commission rates set forth in clause 4.1, or to terminate Merchant's right to receive Commissions entirely under these Boomerang Terms and Conditions, upon not less than thirty (30) days' prior notice to the Merchant. For the avoidance of doubt, you acknowledge and agree that Paysafe may reduce or eliminate the Commissions you are entitled to receive with respect to any Referred Customers, even those approved by Paysafe prior to the date of any such change or elimination hereunder. Parties further agree that Paysafe may set-off any Commission payable to the Merchant against any Commission paid or due to the Merchant that has been erroneously overpaid by Paysafe due to a technical malfunction or human error.

4.4 Paysafe, in its absolute discretion, may immediately and without notice stop paying Commission in respect of a Referred Customer and reclaim or set-off Commission payments against any Commission paid or due to the Merchant in respect of the relevant Referred Customer, where Paysafe has reasonable grounds to believe the Referred Customer concerned:

- (a) had a Customer Account or merchant Account (either through their direct relationship with Paysafe or through another third-party) at the time of the referral by the Merchant;
- (b) was a Connected Person at the time of referral or subsequently acquires the status of a Connected Person or was referred by a Connected Person using the Referral Link;
- (c) performs or attempts to perform a Prohibited Activity, breach of the Marketing Policy and/or Prohibited Transactions as per the Skrill Account Terms of Use;
- (d) violates these Boomerang Terms and Conditions;
- (e) violates any Applicable Laws and Regulations;
- (f) violates the Skrill Account Terms of Use; or
- (g) is engaged in any act of fraud or wilful misconduct in relation to such Referred Account's participation in any Paysafe programme.

4.5 Paysafe will pay Commission within thirty (30) days (or in such other frequency as determined by Paysafe) following the end of the calendar month for which Commission is due and payable. Commission in respect of Referred Customers on the Skrill platform will be paid into the Merchant's Skrill Account, Merchant Parent ID (as provided by either Skrill or PPSL). Commission can also be paid on a designated Merchant bank account only where the Merchant has explicitly requested this in writing and has provided Paysafe with reasonable prior notice. Any such bank account must always be pre-approved by Paysafe, which approval shall not be unreasonably withheld. If the Merchant Account is closed and/or suspended (whether permanently or temporarily) for any reason and Merchant has not provided a bank account within due time or the bank account was not approved by Paysafe, Paysafe will be unable to pay the Commissions to the Merchant. It is the Merchant's responsibility to ensure that the Merchant Account(s) remain(s) open and active. Paysafe shall not be liable to the Merchant for any losses or damages incurred by the Merchant due to the Merchant Account being closed and/or suspended.

4.6 Paysafe reserves the right to refuse to pay Commissions to the Merchant if payment details in the Merchant Referral Income Access Account do not match the payment details in the Merchant Account and/or designated bank account.

4.7 Notwithstanding any provision in this clause 4 to the contrary, if any month's Commission due and owing to the Merchant hereunder is less than one hundred US dollar (US\$100.00), such month's Commission shall be rolled over into the next calendar month. A Commission will be then paid out in the first subsequent calendar month in which the cumulative Commission payable to the Merchant hereunder is equal to or greater than one hundred US dollars (US\$100.00). Any Commission less than one hundred US dollars (US\$ 100.00) shall be eligible for pay-out by the end of the calendar year in which it was earned subject to Merchant's pro-active request thereof. Should Merchant not request the pay-out of said Commission, Paysafe reserves the right not to transfer such Commission to the following calendar year and Merchant shall no longer be able to request payment thereof, should the Merchant not request the pay-out if said Commission.

4.8 Paysafe may set off against Commissions otherwise owing to the Merchant for any sums that are due and owing to Paysafe by the Merchant or any of its affiliated entities.

4.9 The Commission will be inclusive of VAT, if applicable, or other applicable sales or service tax. If the Merchant runs a business that is subject to UK or Irish VAT or a similar sales or service tax, then the Merchant shall issue to Paysafe, in a form and at intervals to be agreed between the Parties from time to time, a VAT invoice recognised by the relevant tax authority for the purpose of enabling Paysafe to reclaim the VAT paid on the Commission. The term "VAT" shall mean Value Added Tax or any equivalent sales tax in any relevant jurisdiction. The Parties shall co-operate in good faith to give effect to an efficient tax treatment of the supplies and the payments of consideration contemplated hereunder.

4.10 Paysafe shall not be responsible for any taxes, duties, assessments, fines, levies or other amounts payable by the Merchant to any governmental or regulatory authority arising out of these Boomerang Terms and Conditions. Merchant is responsible for reporting and paying any taxes, duties, assessments, fines, levies or other amounts payable or reportable in relation to Commissions earned through the Boomerang Programme.

4.11 Merchant may obtain Commission reports by logging onto the Merchant Referral Income Access Account. Merchant must promptly and carefully review all Commission reports on a regular basis and notify Paysafe of any errors or discrepancies. Any calculation by Paysafe of the monthly Commission

amount due and owing to the Merchant that is not objected to by the Merchant within thirty (30) days of the date such payment amount has been deposited into the Merchant Account (in accordance with the provisions of Clause 4.5) shall be deemed final and binding on the Merchant. If the Merchant objects to any Commission payment amount within such 30-day period, Paysafe shall use commercially reasonable efforts to investigate and resolve any errors or discrepancies and pay any outstanding Commissions due and owing to the Merchant. Thereafter Paysafe shall be under no obligation to investigate any claims related to the amount of the Commission and, to the extent permitted by law, Merchant hereby releases and discharges Paysafe from any and all liability with respect to paying any unpaid Commission that may otherwise have been payable to the Merchant. Merchant hereby agrees not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against Paysafe any action, suit or other proceeding concerning any such released claims.

4.12 Paysafe reserves the right to exclude certain Paysafe merchants and Paysafe merchant transactions from generating any Commission(s) ("**Excluded Merchant Transactions**") for such periods of time as Paysafe deems appropriate in its own discretion upon not less than 30 days' prior written notification to the Merchant.

## **5. Paysafe Marketing Policy**

5.1 Merchant must read and understand the Paysafe Marketing Policy set forth in this Clause 5 (the "**Marketing Policy**"). You are independently responsible for complying with the Marketing Policy below throughout your participation in the Boomerang Programme.

**5.2 Marketing Prohibitions.** Merchant must at all times co-operate with Paysafe to promote the Paysafe Services, and is prohibited from engaging in any of the following activities while participating in the Boomerang Programme:

(a) Merchant shall not disparage or portray Paysafe or any of its affiliates companies in any way that may have an adverse impact on their reputation;

(b) Merchant shall not, without Paysafe's prior written consent and, where applicable, the prior written consent of the intended recipient, engage in the distribution of any bulk emails (spam) in any way mentioning or referencing Paysafe, the Paysafe Services or using the Proprietary Materials. Furthermore, Merchant is responsible for ensuring that their communications practices comply with all Applicable Laws and Regulations.

(c) Merchant shall ensure that any third party associated with the Merchant who is performing services in connection with these Boomerang Terms and Conditions does so only on the basis of a written contract which imposes on such person(s) terms and conditions not less stringent than these Boomerang Terms and Conditions. The Merchant shall be held directly liable to Paysafe for any acts or omissions of such third parties in breach of any covenants of these Boomerang Terms and Conditions.

(d) Merchant shall not, and shall ensure that any or all Referred Customers do not, carry out any promotion abuse or fraudulent activity, and Merchant shall immediately notify Paysafe if the Merchant becomes aware of any such activity. For purposes of these Boomerang Terms and Conditions, "promotion abuse" 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 Customer 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 of Referred Accounts, 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 Paysafe or any Paysafe merchants;

(e) Merchants, their Referred Customers whose Referred Customers' Accounts have been suspended or terminated by Paysafe at any point of time due to reasonable suspicions of fraud or fraudulent activity shall be held liable for the actions and omissions of said Referred Customers. Paysafe shall be entitled to use the following remedies, including but not limited to:

(i) cease paying or decrease the Merchant's Commission for such Referred Customers with immediate effect;

(ii) request removal of Referral Link(s) or tracking parameters associated with the fraudulent activity from any Approved Media;

(iii) temporarily suspend the Merchant Account or impose country restrictions on Merchants with immediate effect until further notice;

(iv) immediately withdraw any benefits provided as goodwill gestures by Paysafe, including but not limited to Proprietary Materials, special offerings etc.; or

(v) terminate the Merchant Referral Income Access Account with immediate effect.

(f) Merchant shall not offer, promote or market the Boomerang Programme or the Paysafe Services in countries where Paysafe:

(i) is prohibited or restricted from offering payment processing services; or

(ii) informs Merchant not to promote the Boomerang Programme and/or Paysafe Services.

A list of prohibited countries is available upon request.

## **6. Prohibited Activities**

6.1 Merchant shall not, and shall ensure that Referred Customers do not perform any of the following activities:

(a) open or operate multiple Customer Accounts without the prior written consent of Paysafe;

(b) register a Customer Account on behalf of another person;

(c) offer incentives or rewards to New Customers to encourage them to apply for a Customer Account or Merchant Referral Income Access Account;

(d) create or employ any mechanism designed to artificially or automatically generate sign-ups to the Paysafe Services or the Boomerang Programme;

(e) take any action designed to or which is likely to induce, encourage or cause any Referred Customer, or Merchant to modify his or her existing terms with Paysafe or to terminate his or her existing relationship with Paysafe for any purpose, including for the purpose of re-registering such Referred Customer or Merchant so as generate additional Commissions for the benefit of the Merchant;

(f) engage in any activity or take any action designed or likely to cause or encourage Referred Customers to make any false and/or artificial deposit with any Paysafe merchant for the sole purpose of generating Commissions;

(g) use counterfeit, forged, imitated, stolen or otherwise altered identification documents;

(h) cause, endorse, advise or approve any type of practice that enables itself or Referred Customers to breach or circumvent any of Paysafe's security or verification or other compliance procedures, which includes, but is not limited to making fraudulent or abusive transactions, and opening multiple accounts in breach of the Skrill Account Terms of Use, these Boomerang Terms and Conditions, as well as any other terms and conditions available on Paysafe's webpages as such terms and conditions pertain to the operation of the Boomerang Programme;

(i) 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, or physical disability);

(j) make or knowingly benefit from transactions which Paysafe in its sole 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;

(k) violate the Marketing Policy;

(l) open or operate a Merchant Account, without the prior written consent of Paysafe or conduct commercial activity other than promoting the Paysafe Services or the Boomerang Programme; or

(m) conduct any activity that is in breach of the Skrill Account Terms of Use.

6.2 Merchant shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Boomerang Terms and Conditions without the prior written consent of Paysafe.

6.3 Paysafe may terminate with immediate effect any relationship under these Boomerang Terms and Conditions with immediate effect where Paysafe has detected, in its sole but reasonable consideration, abuse of these Boomerang Terms and Conditions.

## **7. Warranties**

7.1 Merchant warrants, represents and undertakes to Paysafe that:

(a) all of the information Merchant has provided to Paysafe at any time is and shall be true, accurate and complete in all respects;

(b) it shall comply with all Applicable Laws and Regulations, licences, regulations and codes of conduct (including, without limitation, the [Paysafe Partner Code](#)) applicable to the promotion and marketing of the Paysafe Services and the Boomerang Programme;

(c) it shall comply, and shall ensure the compliance of each of its Referred Customers with these Boomerang Terms and Conditions;

(d) it will co-operate with Paysafe to investigate any suspected illegal, abusive, or fraudulent activity.

(e) these Boomerang Terms and Conditions have been duly and validly authorized by the Merchant and constitutes Merchant's legal, valid and binding obligation, enforceable in accordance with these Boomerang Terms and Conditions;

(f) the performance under these Boomerang Terms and Conditions by the Merchant is not subject to the jurisdiction, approval, notification of or consent of any Regulatory Authority, or of any other person or entity; and will not result in any breach of any obligation the Merchant may have to any third party;

(g) it shall make no representations or warranties regarding Paysafe Services or the Boomerang Programme, other than as expressly authorized in writing by Paysafe, nor shall the Merchant have the authority to accept orders or make contracts on behalf of Paysafe;

7.2 Without prejudice to clause 7.1 hereof, the Merchant shall notify Paysafe upfront in the event the Merchant acquires, is acquired by or merges with another existing Paysafe merchant or its business or if the Merchant or its business is acquired by a third party that is not part of the Boomerang Programme. In all such instances Paysafe reserves the right, in its sole discretion to:

(a) decline any such the third-party's application to join the Boomerang Programme;

(b) vary the Commission rate; or

(c) stop paying Commission under these Boomerang Terms and Conditions;

## **8. Licences and Use of Proprietary Materials**

8.1 For the duration and strictly for the purposes of these Boomerang Terms and Conditions, Paysafe hereby grants to the Merchant, a revocable, non-exclusive, non-transferrable, right to use, copy and distribute the Paysafe trademarks, trade names, URLs and/or designated landing pages, logos, banners and any other marketing materials provided by Paysafe directly to the Merchant from time to time (the "**Proprietary Material**").

8.2 Paysafe reserves the right to revoke the Merchant's licence granted under clause 8.1 at any time and at its sole but reasonable discretion.

8.3 Merchant warrants, represents and undertakes to Paysafe that:

(a) Unless authorised in writing by Paysafe, the Merchant shall only use and/or display the Proprietary Material on the Approved Media. All such Approved Media must at all times be owned by the Merchant and/or an affiliated company from the Merchant's group of companies, whereas no Proprietary Materials and / or Referral Links can be shared by third parties who are not subject to this agreement. The Merchant may only use the Proprietary Materials for the purposes of promotion of the Paysafe Services or the Boomerang Programme in accordance with these Boomerang Terms and Conditions;

(b) Merchant shall not use social media sites (including but not limited to Facebook, LinkedIn, Twitter and Instagram) to display the Proprietary Materials or promote the Paysafe Services or the Boomerang Programme;

(c) Merchant shall not use and/or display the Proprietary Material in any manner that is inappropriate or that is in any way detrimental to Paysafe;

(d) Merchant will not alter, add to, subtract from, or otherwise modify the Proprietary Materials including proportions, colours, elements, nor animate, morph or otherwise distort the Proprietary Materials perspective or appearance;

(e) Merchant shall not bid on any keyword or on any Pay Per Click Search Engines where such keyword contain Proprietary Materials or other Intellectual Property owned by Paysafe (or its licensor's) or any

variation or misspelling of the same. Further, Merchant shall not bid on any word or term that is confusingly similar to the Proprietary Materials or other Intellectual Property owned by Paysafe (or its licensor(s));

(f) Merchant shall not use Paysafe's (or any Paysafe affiliate'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 its corporate name, trade name, e-mail address, social media network account names or domain names. In addition, Merchant shall not apply for or register any of the same in its own name; and

(g) Unless otherwise agreed in writing by Paysafe, Merchant may not sell, resell, assign, licence, sublicense or otherwise transfer rights to the Proprietary Materials, the Paysafe Services or any Confidential Information. If Merchant makes any amendments, derivative works or improvements to the Proprietary Materials or other Intellectual Property belonging to Paysafe, Merchant agrees that such modifications shall be owned by Paysafe. Merchant hereby irrevocably assigns and transfers all such modifications to Paysafe, and waives any moral rights therein.

8.4 Paysafe and/or its affiliates and/or licensors own all right, title and interest, including all copyright, trademark and other intellectual property rights, in and to the Paysafe and Paysafe name and brand, the Proprietary Materials, the Paysafe Services and all components used in providing the Paysafe Services.

8.5 Nothing in these Boomerang Terms and Conditions shall be construed to grant Merchant ownership of any of the Proprietary Materials or any other Intellectual Property belonging to Paysafe. Merchant shall not make any claim of ownership over any Proprietary Materials or any other Intellectual Property which have been directly or indirectly provided or made available to Merchant by Paysafe in connection with these Boomerang Terms and Conditions.

8.6 Paysafe may in its discretion withdraw any consent provided in accordance with this clause 6 upon notice to the Merchant. Upon receipt of such notice, Merchant will immediately (and, in any event, no later than 3 business days after Paysafe makes the request) cease such promotion of the Paysafe Services, or use or display of Proprietary Materials, or other Paysafe (or any Paysafe associate company) logos or marks, etc., as the case may be. Additionally, Merchant shall procure the removal from any third-party websites, communication channels and emails etc. as the case may be as instructed by Paysafe.

8.7 Paysafe reserves the right at any time without notice to the Merchant to review the Approved Media and any other forms of communication, media and websites to ensure that Merchant is complying with these Boomerang Terms and Conditions and the respective Skrill Account Terms of Use. Paysafe reserves the right to give further instructions at any time to the Merchant in order to change or remove any content in relation to Paysafe, the Paysafe Services or this Boomerang Programme.

## **9. Confidentiality**

9.1 Each Party will use and reproduce the other Party's Confidential Information only for the purpose of performing their obligations under these Boomerang Terms and Conditions and only to the extent necessary for such purpose and will restrict disclosure of the other Party's Confidential Information to its employees, consultants or independent contractors with a need to know and will not disclose the other Party's Confidential Information to any third party without the prior written approval of the other Party. Paysafe may also disclose Merchant's Confidential Information to its affiliates for the

purpose of performing its obligations under these Boomerang Terms and Conditions or to administer the Boomerang Programme. Notwithstanding the foregoing, it will not be a breach of these Boomerang Terms and Conditions for any Party to disclose Confidential Information of the other Party if required to do so by Applicable Law and Regulation, or in a judicial or other governmental investigation or proceeding.

9.2 The receiving Party agrees to return or destroy, and certify such destruction has been completed, the disclosing Party's Confidential Information upon termination or expiration of these Boomerang Terms and Conditions or upon any request of the disclosing Party.

9.3 The Parties agree that if the receiving Party commits a breach, or threatens to commit a breach of the provisions of this clause 9, then the disclosing Party shall have the right to bring an action for injunctive relief or any other action at law or equity to specifically enforce the terms of this clause 9, it being acknowledged and agreed that any such breach or threatened breach could cause irreparable injury and that money damages may not provide an adequate remedy.

9.4 The Parties agree to ensure that their affiliated companies, as well as their respective representatives (including but not limited to a Party's employees and/or professional advisors) adhere to the abovementioned confidentiality undertaking.

9.5 Merchant agrees that during the term of these Boomerang Terms and Conditions and for a period of five (5) years thereafter, it will not, other than in connection with the performance of its obligations under these Boomerang Terms and Conditions, use, reproduce or disclose any Confidential Information of Paysafe or any of its affiliated entities or licensors, either directly or indirectly, to any person or entity without the prior written consent of Paysafe. In the event the Merchant is requested or becomes legally compelled to disclose any Confidential Information, it will provide to Paysafe prompt written notice of such fact so that Paysafe may seek a protective order or other appropriate remedy, and Merchant agrees to reasonably cooperate with Paysafe in such efforts. Upon termination of these Boomerang Terms and Conditions, for any reason, Merchant will promptly return to Paysafe or destroy all Confidential Information of Paysafe in Merchant's possession, custody or control, without keeping any copies thereof, and upon written request of Paysafe, provide to Paysafe written certification that such all such Confidential Information has been returned or destroyed in accordance with this Clause 9.

9.6 Paysafe will treat all information of the Merchant that Paysafe may receive in connection with the Boomerang Programme in accordance with the Paysafe Privacy Notice available at <https://www.paysafe.com/paysafegroup/privacy-policy/>, and will use such information of the Merchant exclusively for the purposes of performing Paysafe's obligations under these Boomerang Terms and Conditions, to administer the Boomerang Programme, and/or to perform the Paysafe Services. Notwithstanding the foregoing, Paysafe may disclose any information of the Merchant if required to do so by Applicable Laws and Regulations.

9.7 If a Party breaches, or threatens to breach, any of the provisions of this clause 9 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 this clause 9, 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 this clause 9 would cause irreparable harm to the non-breaching Party in that money damages would not provide an adequate remedy.

## **10. Liability and Indemnities**

10.1 Neither Party shall be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any punitive, exemplary, indirect or consequential loss or damages of any kind in connection with or arising out of these Boomerang Terms and Conditions.

10.2 Neither Party shall be liable for any indirect loss of profit or loss of contract, loss of goodwill or reputation, loss of opportunity, loss of revenue or third party loss regardless of whether or not the same was foreseeable or had been brought to any Party's attention.

10.3 Subject to clauses 10.4 and 10.7, the aggregate liability of Paysafe in contract, tort, negligence or otherwise arising out of or in connection with these Boomerang Terms and Conditions in any period of 6 months from the Effective Date or any anniversary thereof (each a "Contract Year") shall be limited to the lower of (i) 10,000 USD or (ii) the total amount of Commission paid by Paysafe to the Merchant in the previous Contract Year (or, in the first Contract Year, the commission received to date).

10.4 To the extent permitted by Applicable Laws and Regulations, nothing in these Boomerang Terms and Conditions shall operate to exclude or restrict a Party's liability for the following:

- (a) fraud and fraudulent misrepresentation;
- (b) death or personal injury due to negligence;
- (c) willful and malicious misconduct;
- (d) damage to real or tangible personal property;
- (e) breach of clauses 7 (Warranties), 8 (Licences and Use of Proprietary Materials), 9 (Confidentiality) and 14 (Compliance with Applicable Laws and Regulations).

10.5 Unless otherwise stated in these Boomerang Terms and Conditions, neither Party shall be liable to the other Party for any liability arising out of its respective relationship with Referred Customers.

10.6 Neither Paysafe nor any of its affiliated companies, agents or subcontractors shall be liable for any failure to perform its obligations under these Boomerang Terms and Conditions to the extent that any such delay or failure is caused by any of the following:

- (a) any suspension or refusal to accept payments which Paysafe has reason to believe to be made fraudulently or without proper authorisation or pose a security risk;
- (b) any incorrect payment instructions received by Paysafe from the Merchant or a Referred Customer;
- (c) any interaction or seizure compelled by Applicable Laws and Regulations;
- (d) any failure, interruption, infiltration or corruption of any hardware, software or other telecommunications or data transmission system, as well as any data reporting issues resulting thereof; or
- (e) any other circumstance beyond Paysafe's reasonable control.

10.7 Merchant shall indemnify and hold harmless Paysafe and its affiliates, employees and directors, on demand, against any and all claims, losses, liabilities, costs, expenses, reputational damage, loss of business or other damages (including reasonable legal fees) arising, directly or indirectly, from any breach of clause 4, 5, 6, 7 and 9 of these Boomerang Terms and Conditions. Further, Merchant hereby agrees to defend, indemnify and hold harmless Paysafe 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 the Merchant set forth in these Boomerang Terms and Conditions; (b) any act of fraud, wilful 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 Paysafe Merchant or Paysafe Customer) related to Merchant's participation in the Boomerang Programme; and (d) any and all claims, actions, suits, proceedings, investigations, demands, assessments and judgments related or incident to any of the foregoing.

## **11. Term and Termination**

11.1 These Boomerang Terms and Conditions shall commence on the Effective Date.

11.2 The Merchant may terminate their participation in the Boomerang Programme at any time by contacting [am@paysafe.com](mailto:am@paysafe.com). Paysafe may terminate these Boomerang Terms and Conditions and your participation in the Boomerang Programme without cause by giving you no less than thirty (30) days' prior written notice.

11.3 Paysafe reserves the right to close the Merchant Referral Income Access Account with immediate effect, if Paysafe has reasonable grounds to believe that the Merchant has become inactive, whereas the Merchant shall be considered inactive in any of the following instances (list is non-exhaustive):

- (i) Merchant has not generated any commissionable transactions within a period of not less than three (3) months; or
- (ii) Merchant's Skrill and/or PPSL Customer Account has been terminated and/or suspended on any of the grounds listed in the Skrill Account Terms of Use for a period of not less than three (3) months.

Notwithstanding anything to the contrary herein, Paysafe may in its sole discretion re-activate the Merchant Referral Income Access Account subject to the Merchant's compliance with the Eligibility Criteria and interest in re-joining the Boomerang Programme.

11.4 Paysafe may terminate these Boomerang Terms and Conditions with immediate effect and stop paying Commission if the Merchant breaches any provision of these Boomerang Terms and Conditions.

11.5 Any Party may terminate these Boomerang Terms and Conditions immediately by giving written notice to the other Party (the "Defaulting Party") if the Defaulting 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 the Defaulting Party or its business, or the Defaulting Party goes into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily.

## **12. Consequences of Termination**

12.1 Without prejudice and subject to clause 12.2, upon termination of these Boomerang Terms and Conditions or Merchant's participation in the Boomerang Programme, Paysafe shall pay all Commission owing to the Merchant up to the effective date of termination.

12.2 If these Boomerang Terms and Conditions or Merchant's participation in the Boomerang Programme are terminated by Paysafe pursuant to clause 11.3 or 11.4, Paysafe shall stop paying Commission to the Merchant for all Referred Customers immediately upon termination.

12.3 The termination of these Boomerang Terms and Conditions, however it arises, shall not affect any actual or contingent liabilities or claims of any Party hereto which accrue before these Boomerang Terms and Conditions terminate.

12.4 On termination of these Boomerang Terms and Conditions, Merchant shall:

- (a) promptly return to Paysafe any material supplied to the Merchant by Paysafe;
- (b) cease to use any Confidential Information made available to it pursuant to clause 9; and
- (c) immediately cease using Proprietary Materials, and any Paysafe Intellectual Property which have been directly or indirectly provided or made available to the Merchant.

12.5 Any provision of these Boomerang Terms and Conditions which imposes an obligation after termination or expiration of these Boomerang Terms and Conditions shall survive the termination or expiration of these Boomerang Terms and Conditions, including but not limited to clauses 1, 4, 6, 7, 8, 9, 10, 12, and 13.

### **13. Remedies**

13.1 Without prejudice to the remedies under clauses 3 (Commission), 9 (Limitation of Liability) and 11 (Term and Termination), where Merchant is in breach, or where Paysafe has reason to believe Merchant is in breach of any term of these Boomerang Terms and Conditions, Paysafe reserves the right to, at its sole discretion:

- (a) instruct the Merchant to immediately carry out any instructions issued by Paysafe including (without limitation) immediate suspension of such activities;
- (b) cease to pay Commission on Referred Accounts; and/or
- (c) reduce the amount of Commission for Referred Accounts due and payable.

### **14. Compliance with Applicable Laws and Regulations**

14.1 In performing their obligations under these Boomerang Terms and Conditions, both Parties shall comply with all Applicable Laws and Regulations from time to time in force and Paysafe's Anti-Bribery and Corruption Policy.

14.2 The Parties have and shall maintain in place throughout the term of these Boomerang Terms and Conditions their own policies and procedures to ensure compliance with the Applicable Laws and Regulations.

14.3 Merchant shall promptly report to Paysafe any request or demand for any undue financial or other advantage of any kind received by the Merchant in connection with the performance of these Boomerang Terms and Conditions;

14.4 Upon request by Paysafe, Merchant shall certify to Paysafe in writing, that Merchant and all persons associated with the Merchant under these Boomerang Terms and Conditions are compliant with this clause 14.

### **15. Governing Law and Jurisdiction**

15.1 These Boomerang Terms and Conditions and any legal relationship between the Parties arising out of or in connection with the Boomerang Programme shall be governed by and interpreted in accordance with the laws of England and Wales. The Parties hereby irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales for the settlement of any claim, dispute or matter arising out of or in connection with these Boomerang Terms and Conditions.

## **16. Entire agreement**

These Boomerang Terms and Conditions and any agreement entered between the Parties pursuant to clause 4 hereof represent the entire agreement between the Parties in relation to its subject matter and shall replace and supersede all previous agreements, understandings, warranties, and representations, either oral or written regarding the subject matter hereto. Each Party acknowledges that it has entered into these Boomerang Terms and Conditions in reliance only on the representations, warranties, promises and terms contained in these Boomerang Terms and Conditions and, save as expressly set out in these Boomerang Terms and Conditions, neither Party shall have any liability in respect of any other representation, warranty or promise made prior to the date of these Boomerang Terms and Conditions unless it was made fraudulently.

## **17. Severability**

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

## **18. Changes to these Boomerang Terms and Conditions**

18.1 Paysafe reserves the right to change, modify or amend these Boomerang Terms and Conditions at any time upon providing 30 days' prior written notification. Any such change, modification or amendment shall become effective as soon as the same is published on the Paysafe website. Your continued participation in the Boomerang Programme after the effective date of such change, modification or amendment shall be deemed your acceptance thereof.

18.2 The Skrill Account Terms of Use that govern the applicable Merchant Account, as amended from time to time, as well as the respective merchant agreement are incorporated into and form part of these Boomerang Terms and Conditions and apply to the Merchant and their Merchant Account(s).

18.3 In the event of any inconsistency between any of the provisions of the applicable Skrill Account Terms of Use and/or the respective merchant agreement and these Boomerang Terms and Conditions, to the extent of the inconsistency, these Boomerang Terms and Conditions will prevail. Capitalised words have the same meaning as in the Skrill Account Terms of Use and/or the merchant agreement, if not otherwise defined herein.

## **19. Relationship of the Parties**

MERCHANT AND PAYSAFE ARE INDEPENDENT CONTRACTORS UNDER THESE BOOMERANG TERMS AND CONDITIONS AND NOTHING HEREIN WILL BE CONSTRUED TO CREATE A PARTNERSHIP, JOINT VENTURE OR AGENCY RELATIONSHIP BETWEEN THEM. NEITHER PARTY SHALL HAVE AUTHORITY TO ACT IN THE NAME OR ON BEHALF OF OR OTHERWISE TO BIND THE OTHER IN ANY WAY.

## **20. Representation of Authority**

Each Party warrants and represents that it has and will maintain all the required rights and authority to enter into and to perform its obligations under these Boomerang Terms and Conditions.

### **21. Third Party Rights**

No person who is not a Party to these Boomerang Terms and Conditions shall have rights to enforce any term of these Boomerang Terms and Conditions.

### **22. Force majeure**

Neither Party shall be under any liability if it is unable to perform its obligations due directly or indirectly to any event or circumstances beyond its reasonable control including, without limitation: an act failure or omission by Government, telecommunications operators or other competent authority; war, military operations, or riot; difficulty, delay or failure in any machine, data processing system, manufacture, production; any act of God, inclement weather, failure or shortage or power supplies, flood, drought, lightning or fire; strike, lock-out, trade dispute or labour disturbance.

### **23. Waiver**

Any waiver of a right under these Boomerang Terms and Conditions shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future (subject to the provisions of Applicable Laws and Regulations).

### **24. Notices**

Notices to the Merchant shall be sent to the primary email address registered to the Merchant Account. Notices to Paysafe shall be sent to [am@paysafe.com](mailto:am@paysafe.com). All Notices shall be deemed delivered 24 hours after the transmission is sent.

### **25. Language**

These Boomerang Terms and Conditions are drafted in English. If they are translated into any other languages, it is for convenience only and the English version shall prevail.