

New Chargeback Policy

SCHEDULE - CHARGEBACK POLICY

v.3.0 (01 July 2015)

1. Scope

1.1. The Merchant has opted to implement the Skrill Chargeback Policy (the "Policy") in relation to¹

all payment methods offered to the Merchant; or

the payment methods listed on the cover pages

and any other payment method as agreed between the parties from time to time (together the "Covered Payment Methods").

1.2. For as long as the Policy is in place, Skrill agrees to remit to the Merchant funds received via Covered Payment Methods regardless of any subsequent chargeback or payment reversal except where Skrill reasonably believes that the Merchant or any of its affiliates, representatives, directors, officers, employees or contractors (i) have acted fraudulently or otherwise colluded with the payer or any third party; or (ii) have failed to deliver the Merchant Products/Services; or (iii) failed to provide proof of delivery of the Merchant Products/Services within 5 days of Skrill's written request. Clauses 4.2, 6 and 9.4 of the Skrill Merchant Terms and Conditions shall not apply.

2. Suspension, Limitation, Revocation and Risk

2.1. Skrill reserves at all times and at its sole but reasonable discretion to suspend, limit or revoke the application of the Policy in relation to some or all Covered Payment Methods by giving the Merchant written notice to that effect. In this case clauses 4.2, 6 and 9.4 of the Skrill Merchant Terms and Conditions shall have effect.

2.2. The right to suspend, limit or revoke the Policy is an integral part of this Policy and the Skrill Merchant Terms and Conditions and the exercise of this right shall not be deemed a change of the Policy, the Skrill Merchant Terms and Conditions or the contractual relationship between Skrill and the Merchant as a whole.

2.3. The Merchant shall inform Skrill if it is or at any time becomes a Micro-Enterprise or a Small Charity, both as defined in the Skrill Merchant Terms and Conditions². The parties agree that Title III of the Directive 2007/64/EC of the European Parliament and of the Council (OJ L 319/1) and in particular Article 44 of that Directive and any national measure implementing the same shall not apply to this Policy.

2.4. When deciding on a suspension, limitation or revocation of the Policy, Skrill may, without limiting the generality of clause 2.1 of this Policy, have regard to the following criteria:

2.4.1. the Merchant ceases its business or a substantial part thereof;

2.4.2. the Merchant materially alters the nature of its business;

2.4.3. the Merchant's business activities carry a higher than normal risk of chargebacks or other reversals of customer payments;

2.4.4. the Merchant's overall financial standing;

2.4.5. the Merchant becomes insolvent or is otherwise unable to pay debts as they fall due;

¹Please tick as applicable

² Currently, a Micro-Enterprise is an undertaking with less than ten employees AND an annual turnover of less than 2 million Euro AND a balance sheet total of less than 2 million Euro. A Small Charity is a charity with an annual income of less than £1million.

- 2.4.6. Skrill receives a disproportionate number of customer complaints, chargebacks or other payment reversals, fines, penalties, or other liability related to the Merchant Account; or
- 2.4.7. Skrill reasonably believes that the Merchant will not be able to perform its obligations under this Agreement.