

Skrill VIP Programme Terms and Conditions

Version 2 – May 2016

1. Scope of the Skrill VIP Terms and Conditions

- 1.1. These Terms and Conditions (“**VIP Terms and Conditions**”) shall apply to the Skrill VIP programme (“**VIP Programme**”) in addition to the [Skrill Account Terms of Use](#) and the [Skrill Privacy Policy](#). They regulate how you qualify for, maintain and/or lose Skrill VIP Status (as further defined below).
- 1.2. In the event of any inconsistency between the Skrill Account Terms of Use and these VIP Terms and Conditions, the VIP Terms and Conditions will, to the extent of this inconsistency, prevail.

2. Obtaining Skrill VIP Status

- 2.1 If you hold a valid Skrill Account and make Eligible Transactions totalling €6,000 (six thousand Euros) or more in a Quarter (the “**Minimum Requirements**”) your Skrill Account will qualify automatically for Skrill VIP status (“**Skrill VIP Status**”) and you will become a Skrill VIP user (“**Skrill VIP**”).
- 2.2 We will grant Skrill VIP Status to your Skrill Account the day after you satisfy the Minimum Requirements and will offer you the benefits described on the [Skrill VIP section](#) of the Skrill website (the “**Skrill VIP Benefits**”). The Skrill VIP Benefits vary depending on your Skrill VIP Level as further defined in section 3 below.

3. Skrill VIP Level

- 3.1 At the end of every Quarter we will assess the total volume of Eligible Transactions from your Skrill Account during that Quarter and apply one of the following Skrill VIP levels to your Skrill Account for the duration of the next Quarter (“**Skrill VIP Level**”):
 - (a) €6,000 (six thousand euros) or more - “**Bronze Level**”;
 - (b) €15,000 (fifteen thousand euros) or more - “**Silver Level**”;
 - (c) €45,000 (forty five thousand euros) or more - “**Gold Level**”;
 - (d) €90,000 (ninety thousand euros) or more - “**Diamond Level**”.
- 3.2 If you reach the minimum transaction volume for a higher Skrill VIP Level during a Quarter, we will upgrade your VIP Level for the remainder of that Quarter. Any other changes to your Skrill VIP Level shall be made on the first day of Each Quarter.
- 3.3 We shall change the Skrill VIP Level as and when required in accordance with this Section 3. Your current Skrill VIP Level is displayed in the ‘My Account Overview’ section of your Skrill Account.

4. Skrill VIP 100% Money-back Guarantee

- 4.1 Subject to this section 4, Skrill shall repay any funds which have been deducted from your Skrill Account balance without your authorisation as a direct result of fraud or theft (the “**Skrill 100% Money-back Guarantee**”).

4.2 Without prejudice to your security obligations as per the Skrill Account Terms of Use, the following criteria must be fulfilled, at the time of you made a transaction, in order to be eligible for the Skrill 100% Money-back Guarantee:

- (a) you must be a Skrill VIP;
- (b) you must use the up to date two-factor authentication method provided by Skrill every time you log into your Skrill Account and prior to making send money transactions through the Skrill 1-Tap mobile application. Skrill reserves the right to upgrade or change the two-factor authentication method at any time in its sole discretion; and
- (c) you must comply with the Skrill VIP Security Standards.

5. Skrill VIP Security Standards

5.1 You acknowledge and agree that you will:

- (a) comply with the security responsibilities set out in the [Skrill Account Terms of Use](#);
- (b) keep your Skrill Account login and password confidential and will not share these details with anyone or write them down.
- (c) change your Skrill Account password regularly and use different passwords for different sites.
- (d) if you retrieve your Skrill Account information by email, permanently delete the e-mails containing this information.
- (e) contact Skrill immediately if you believe your Skrill Account has been accessed by another person.
- (f) access your Skrill Account only from your personal computer or mobile device and take all reasonable care whenever you input your Skrill Account information online.
- (g) not respond to any e-mails asking you to provide your Skrill Account security credentials.
- (h) use up-to-date anti-virus and anti-spyware programs together with a firewall system on your computer and mobile device.
- (i) regularly review your Skrill Account statement and report any errors or unauthorised transactions to Skrill as soon as possible.
- (j) provide assistance in any investigation of any actual or suspected unauthorised access to your Skrill Account.

Together referred to as the “**Skrill VIP Security Standards**”.

6. Losing VIP Status and Termination

6.1 Should you fail to reach the Minimum Requirements in any Quarter you will lose your Skrill VIP Status and will no longer receive Skrill VIP Benefits.

6.2 Notwithstanding the foregoing, Skrill reserves the right to remove your VIP Status, refuse to grant Skrill VIP Benefits, or suspend or terminate your Skrill Account, at any time and at its sole discretion where there is reason to believe that:

- (a) any unauthorised access to your Skrill Account is a result of your failure to comply with the VIP Security Standards or as a result of your careless or improper handling, storage or disclosure of your Skrill Account information; and/or
- (b) you have breached or attempted to breach these VIP Terms and Conditions or the Skrill Account Terms of Use; or
- (c) you have attempted to circumvent or otherwise breach Skrill's security or operational procedures or have tried to abuse any of the Skrill offers, including without limitation, in any of the following scenarios:
 - (i) Any send or receive money transactions to or from Skrill Merchants are not associated with a legitimate activity which is deemed satisfactory at Skrill's or Merchant's sole discretion.
 - (ii) Any action and/ or attempt to register and or verify more than one Skrill Account under your own name or the name of a third party ("**Multiple Accounts**")
 - (iii) Using Multiple Accounts to take advantage of promotional campaigns and bonuses offered by Skrill or a Skrill Merchant.

7. Changes to the Skrill VIP Terms and Conditions

- 7.1 Skrill reserves the right to change these VIP Terms and Conditions at any time including the right to withdraw the Skrill VIP Programme completely. Changes will be communicated via e-mail to the primary e-mail address registered with your Skrill Account or will be published on the Skrill website 30 days' before the change comes into effect. The 30 day notice period will not apply where we believe in our reasonable opinion that the change neither reduces your rights nor increases your obligations. In such instances, the change will become effective without prior notice.
- 7.2 The proposed change will come into effect within 30 days' of receipt of the notice from Skrill or publication on the website unless you give us written notice that you object to the proposed change. Your objection notice shall be deemed to constitute a notice to terminate your participation in the Skrill VIP Program and this agreement with immediate effect.

8. Miscellaneous

- 8.1 You acknowledge and consent that Skrill may share your personal information with Skrill Merchants for the purposes of investigating suspicious transactions.
- 8.2 All decisions by Skrill are final and no further correspondence will be entered into.
- 8.3 These VIP Terms and Conditions shall be governed by and interpreted in accordance with English law. In the event of a dispute arising out of or in relation to these VIP Terms and Conditions, the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts without regard for conflict of law rules.
- 8.4 If any part of these VIP Terms and Conditions are found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from

the remainder of the VIP Terms and Conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

8.5 These VIP Terms and Conditions written in English and if they are translated into any other languages, it is for convenience only and the English version shall prevail.

9. Definitions and Interpretation

9.1 The following terms when used in these VIP Terms and Conditions shall have the following meaning:

Eligible Transaction means send money transactions to Skrill Merchants. The following do not qualify as Eligible Transactions:

- (i) Transactions made using your Skrill Prepaid MasterCard, either online or at a physical point of sale;
- (ii) person to person transactions, including transfers between your own accounts.

Quarter means the following three-month period in any calendar year: 1 January – 31 March; 1 April – 30 June; 1 July – 30 September; 1 October – 31 December.

Skrill Merchant means any person using the Skrill payment processing services for commercial purposes subject to the [Skrill Merchant Terms and Conditions](#).

Skrill Account means the electronic money account made available to you in accordance with the [Skrill Account Terms of Use](#).

“**You**” or “**your**” shall mean you, the natural person in whose name the Skrill Account is opened and maintained;

“**Skrill**” means Skrill Limited, a company incorporated under the laws of England and Wales with registration number 4260907, authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 for the issuing of electronic money under register number 9000001.