

## RAPID TRANSFER – CUSTOMER TERMS

1.1 This Agreement is between you and Skrill Limited ("**Skrill**" or "**us**") and applies to your use of Rapid Transfer (the "**Service**").

### 2. ABOUT SKRILL

2.1 Skrill® is a trading name of Skrill Limited, a company incorporated under the laws of England and Wales with registration number 4260907. Our address is: 25 Canada Square, London, E14 5LQ. We are authorised by the Financial Conduct Authority ("**FCA**") under the Electronic Money Regulations 2011 for the issuing of electronic money and the provision of payment services. Our FCA e-money register number is 900001.

### 3. OUR RELATIONSHIP WITH YOU

3.1 These Terms, and any other terms and conditions referred to in these Terms, make up the agreement between you and us.

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

### 4. HOW THE SERVICE WORKS

4.1 The Service allows you to transfer funds from a Nominated Bank Account to any Merchant who accepts Rapid Transfer as a means of payment. If you use Rapid Transfer to upload funds to your Skrill Account, then Skrill will be the Merchant.

4.2 To transfer funds:

- (a) You must select to pay via Rapid Transfer on the payment checkout page of the website of any Merchant who accepts the Service.
- (b) Once you have selected to pay via Rapid Transfer, you will be redirected from the Merchant website to the Rapid Transfer Website.
- (c) You will be asked to input the country and the Online Banking Credentials for your Nominated Bank Account and to give your consent to the transfer. Once you have provided consent, you will not be able to change your mind.
- (d) We will run an automated check on the Nominated Bank Account to assess if the transfer will be successful. We will then initiate the transfer of funds by securely communicating with your Nominated Bank and instructing it to make a transfer of funds from your Nominated Bank Account. Your Nominated Bank will make the transfer of funds in line with any timeframes you have agreed with them.
- (e) Once we have initiated the transfer of funds, we will:
  - (i) Confirm that the transfer has been successfully initiated, unless for any reason we cannot initiate (See clause 5 (*When we might refuse to initiate via Rapid Transfer*));
  - (ii) Return you to the Merchant website checkout confirmation page.

### 5. WHEN WE MIGHT REFUSE TO INITIATE A TRANSFER OF FUNDS VIA RAPID TRANSFER

5.1 We may refuse to initiate a transfer of funds via Rapid Transfer if:

- (a) You provide us with incomplete or incorrect information;

- (b) We do not receive your consent to initiate a payment;
- (c) We are required to do so to comply with applicable law and regulation.
- (d) we believe the transfer is likely to be unsuccessful. For example, if there are insufficient funds in the Nominated Bank Account to make the transfer.
- (e) We believe the transfer may be fraudulent or otherwise unlawful.
- (f) We have reason to believe you are not the named account holder of the Nominated Bank Account.

## 6. **LIABILITY**

- 6.1 If you think that a transfer of funds was unauthorised or if a payment was incorrectly executed via Rapid Transfer, you must, as soon as possible, contact the Nominated Bank from which the payment was made.
- 6.2 If we have been at fault in any way for the unauthorised or incorrectly executed transaction, we will deal with this directly with your Nominated Bank without involving you.
- 6.3 Nothing in these Terms shall exclude our liability to you where it would be contrary to applicable law and regulation to do so.

## 7. **SUSPENSION**

- 7.1 We may suspend the Service at any time to address technical issues and to update the Service to bring it into line with changes to applicable law and regulation

## 8. **FEES**

- 8.1 Your Nominated Bank may charge you fees in line with any terms you have agreed with them. We have no control of any such fees.

## 9. **YOUR PERSONAL DATA**

- 9.1 When you use the Service we collect data relating to you and your identity, such as your name and bank account details, which are used for executing a payment. You explicitly consent to us accessing, processing, and retaining any data you provide to us, for the purposes of providing the Service to you, each time you use the Service. We may share your account name and the last four digits of the account number of your Nominated Bank Account with the merchant you wish to pay using Rapid Transfer. This does not affect our respective rights and obligations under data protection legislation.
- 9.2 You may withdraw this consent at any time. If you withdraw consent, we will cease using your data for the purpose of providing the Service, but may continue to process your data for other purposes where we have other lawful grounds to do so, such as where we are legally required to keep records of transactions or you continue to receive other services from Skrill, including the Skrill Account.
- 9.3 The processing of your data is governed by our Privacy Notice which can be found on our Website. You should print and keep a copy of the Privacy Notice together with these Terms.

## 10. **CHANGES TO THE SERVICE AND THESE TERMS**

- 10.1 We reserve the right to make changes to the Service and will amend the Terms as necessary. You are therefore encouraged to read the Terms each time you use the Service.

**11. HOW WE COMMUNICATE**

- 11.1 We recommend you keep copies of all communications we send or make available to you.
- 11.2 You can request a copy of the current Terms or any other contractual document relevant to you by contacting Customer Service.
- 11.3 In order to view emails, you need a computer with email software that can display emails in HTML format. We may also send you attachments in Adobe Systems Inc.'s Portable Document Format (PDF), for which you need Adobe's Acrobat Reader, which can be downloaded for free at the Adobe website.
- 11.4 We will never send you any emails with executable files attached or with links to any executable files. If you receive any email with such attachments, you should delete the message without clicking on the attachment. If you are unsure whether a communication is originating from us, please contact Customer Service.
- 11.5 We will communicate to you in English and will always accept communications made to us in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on us to conduct any further communication in that language.
- 11.6 Apart from communicating via email, we may contact you via letter or telephone, where appropriate. If you use any mobile services, we may communicate with you via SMS. Any communication or notice sent by post will be deemed received three days from the date of posting for UK post or within five days of posting for international post. Any communication or notice sent by SMS will be deemed received the same day.
- 11.7 You may contact us at any time by sending a message to Customer Service via the "Email Support" facility on our Website or by calling Customer Service.

**12. COMPLAINTS**

- 12.1 Any complaints about us or the services we provide should be addressed to us in the first instance by contacting Customer Service. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. We send you a complaint acknowledgement by post or by email within 48 hours of receiving your complaint in accordance with our complaints procedure. You may request a copy of our complaints procedure at any time by contacting Customer Service.
- 12.2 We endeavour to provide you with an answer or resolution to your complaint within the timeframes as outlined by the Financial Ombudsman Service. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.
- 12.3 If your complaint is not resolved to your satisfaction, you may contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR, United Kingdom. For additional contact details, you may visit the Website at [www.skrill.com](http://www.skrill.com).

**13. MISCELLANEOUS**

- 13.1 No person other than you shall have any rights under these Terms and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.
- 13.2 These Terms are personal to you and you may not assign any rights under the Terms to any third party.

13.3 These Terms shall be governed by and interpreted in accordance with the laws of England and Wales. Any dispute under these Terms or otherwise in connection with the Service shall be brought exclusively in the courts of England and Wales.

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

14. **FORCE MAJEURE**

15.1 Subject to Clause 6 of these Terms, Skrill shall not be liable for any loss or damage incurred by you or any third party as a result of any failure or delay in the provision of the Service where such failure or delay is caused by events, circumstances or causes beyond our reasonable control.

15. **DEFINITIONS**

Various terms in these Terms of Use have a defined meaning as follows:

"Customer Service" means our customer service, which you can reach by sending a message through the "Support" facility on the Website

"Rapid Transfer Website" or "Website" means the website available at [www.skrill.com](http://www.skrill.com).

"Merchant" means (i) any third party offering goods or services online or (ii) Skrill.

"Nominated Bank" means the bank at which you hold the Nominated Bank Account.

"Nominated Bank Account" means the bank account you select to make a payment from using the Service.

"Online Banking Credentials" means your username, password and any other security features or information required to access your Nominated Bank Account online.

"Skrill Account" means the electronic money account you open and maintain with Skrill.

"You", "your" means you, the natural person or legal entity entering into these Terms.