

# NETELLER Knect Loyalty Programme Rules

READ THESE PROGRAMME RULES CAREFULLY BEFORE PARTICIPATING. YOU WILL BE DEEMED TO HAVE ACCEPTED THESE PROGRAMME RULES AND AGREED TO BE BOUND BY THEM WHEN PARTICIPATING IN THIS PROGRAMME. AMONG OTHER THINGS, THESE PROGRAMME RULES INCLUDE LIMITATIONS OF YOUR RIGHTS AND REMEDIES.

## Introduction

1. These are the terms and conditions of the NETELLER Knect Loyalty Programme (the "Programme" or "Loyalty Programme") operated by Paysafe Financial Services Limited ("NETELLER"), a company duly registered under the laws of England and Wales under company number 4478861, whose registered office is at 1st floor, 2 Gresham Street, London, EC2V 7AD, United Kingdom. NETELLER is authorised by the Financial Services Authority (FCA) for the issuing of electronic money. Our FCA registration number is 900015. Your participation in the Programme is subject to these terms and conditions ("Programme Rules").
2. If you are a Qualifying Participant (as defined in Section 3 below), you are responsible for reading these Programme Rules to understand your rights, responsibilities and status in the Programme. If you are a Qualifying Participant, you will be asked to agree to the Programme Rules after you register for the Programme. Upon agreeing to the Programme Rules, you will be able to collect NETELLER Loyalty Points (as defined in Section 6 below) and then redeem them for Rewards (as defined in Section 11 below) via the Programme website which you can access from your NETELLER 'My Account' module. In addition to the Programme Rules, participation in the Programme and the use of Loyalty Points is subject to any requirements and procedures communicated by NETELLER from time to time.

## Participation in the Programme

3. To be a "Qualifying Participant" in the Programme and be able to earn Loyalty Points in accordance with Section 6.1. a-e you need to: a) be at least 18 years of age; b) be a current NETELLER Account Holder of an active NETELLER Account; c) be registered on [the Programme Website](#); d) not use your NETELLER Account or participate in the Programme for commercial purposes; and e) not reside or be located in any country in which the use of a NETELLER Account or participation in the Programme may violate any laws or regulations applicable to you. To be a "Qualifying Participant" in the Programme and be able to earn Loyalty Points in accordance with Section 6.1. (f) you need to also comply with the requirements in Table 1 hereof.
4. Each Qualifying Participant shall be designated a unique identification number under the Programme.
5. NETELLER reserves the right to require participants to provide evidence demonstrating that they are Qualifying Participants and may at their discretion disqualify any participant if such evidence is not provided within a reasonable time stipulated by NETELLER or if NETELLER (acting reasonably) is not satisfied that the eligibility criteria are met. Use of script, macro or any automated system to enter the Programme is prohibited and entries made (or which appear to have been made) using any such system may be treated as void. Any illegible, incomplete or fraudulent entries may be rejected.

## 6. Earning Loyalty Points

- 6.1. A Qualifying Participant is entitled to loyalty points ("Points" or "Loyalty Points") when making a Qualifying Transaction. A "Qualifying Transaction" is one of the following transactions using a NETELLER Account: (a) an upload; (b) a withdrawal; (c) a purchase using a NET+ Prepaid Mastercard® (online or instore); (d) purchases and sells of interest in one or more Supported Cryptocurrencies (as defined in the [NETELLER Cryptocurrency Terms of Use](#)); (e) transfer of your interest(s) in one or more Supported Cryptocurrencies to an Existing Customer(s) (as defined in the [NETELLER Cryptocurrency](#)

[Terms of Use](#)); and (f) a transfer to a merchant (but only if you have used a payment method other than paysafecard to upload funds to your NETELLER Account and have fulfilled the requirements in Table 1 hereof). Transfers to excluded merchants ("Excluded Merchants") shall not be considered a Qualifying Transaction. NETELLER reserves the right to modify the list of Excluded Merchants at any time upon its own discretion. A current list of Excluded Merchants is available in the "Transfer to merchant" section in the KNECT Module in Your Account. It is your responsibility to familiarize yourself with the current list of Excluded Merchants.

6.2. You can earn a maximum of one thousand (1,000) Points per Qualifying Transaction and an aggregate maximum of five hundred thousand (500, 000) Points in a calendar month. Any rounding will be done to the lower whole number (for example, if you transact an amount of up to USD 0.5 you will get zero Points. If you transact an amount of USD 1.1 – USD 1.9 you will receive 1 Loyalty Point). Please refer to Table 1 for more information regarding how Loyalty Points are earned. NETELLER reserves the right to grant Qualifying Participants extra Loyalty Points at its sole discretion.

7. From time to time, and at the sole discretion of NETELLER, you may be offered additional ways of earning Points via specific promotions. Participating in such promotions is subject to the designated rules specified for such promotion on the Programme website or in any other way communicated by NETELLER.

8. If you do not perform a Qualifying Transaction for a period of twelve (12) months or more, your Loyalty Programme account will be deactivated, and you will forfeit all of your earned Points. You can re-enroll in the Programme at any time after having your account deactivated, however all Loyalty Points that were earned prior to deactivation will be lost.

9. Points do not constitute your property and have no cash equivalent value. Points earned by you are for your benefit only and may not be transferred to anyone and shall become void if transferred.

10. Points earned and Rewards received through participation in the Programme may be subject to tax. Any tax liability, including disclosure, connected with the receipt or use of Points or Rewards is your responsibility.

### **Redeeming Loyalty Points**

11. You may redeem Points at your NETELLER Account's 'Rewards' Section for such rewards as we may make available from time to time ("Rewards"), including: (a) electronic money that will be issued to your NETELLER Account; (b). such products, gift cards and merchant vouchers ("Items"), as we may make available within the Rewards catalogue (the "Catalogue"). The selection of Items is subject to availability in the Catalogue and the number of points needed to redeem for them may change at any time. Use of Items is subject to the rules of third parties (vendors) that may be accessed online. It is your sole responsibility to read and comply with such third parties' rules. Each Item's vendor has the right to place restrictions on the use of its Item(s). Items are not exchangeable, refundable, transferable or redeemable for cash, cannot be replaced if lost or stolen and are void where prohibited. Items must be presented to the respective vendor for redemption, use, and the delivery of goods and services. NETELLER shall have no obligations and/or liability concerning the delivery, quality and/or fitness for a particular purpose of the respective Item(s). Items may be subject to taxes as provided by the applicable law of the jurisdiction in which the purchase is made. Taxes, if applicable, may be a charge against the value of the Item or may require a separate supplemental payment by the respective Item's vendor. NETELLER has no obligations and/or liability towards you for any returns, refunds and claims related to the Items.

12. All of the Points earned in any calendar year must be redeemed by the end of the following calendar year or all of the Points earned in that year will expire at the end of the said following calendar year. The ability to track Points online via the Programme website will be made available and periodically updated at NETELLER's sole discretion. It is your responsibility to track and, if desired, redeem the Points prior

to the expiration of the respective calendar year.

### **13. Changes to the Programme and Termination**

13.1 NETELLER may, among other things: (a) increase or decrease the number of Points awarded for a Qualifying Transaction or required for a Reward; (b) increase or decrease the maximum number of Points that each Qualifying Participant can earn; (c) withdraw, limit, modify, or cancel any Reward; (d) restrict the continued availability of Rewards; (e) change Programme benefits, Rewards, conditions of participation, rules for earning, redeeming, retaining, or forfeiting Points; (f) change or cancel Rewards; or change the list of Excluded Merchants in its sole discretion at any point of time without prior notification. Save as expressly provided for to the contrary in this Section 13.1, the proposed change shall come into effect thirty (30) days after the date the change notice is deemed received under Section 13.2, unless you have given us notice that you object to the proposed changes before the changes come into effect. Changes that make this Programme more favourable to you may come into effect immediately if so stated in the change notice.

13.2 We usually contact you via email. For this purpose you must at all times maintain at least one valid email address in your NETELLER Account profile. You are required to check for incoming messages regularly and frequently. Emails may contain links to further communication on our website. Any communication or notice sent by email will be deemed received by you on the same day if it is received in your email inbox before 4.30 pm on a Business Day. If it is received in your email inbox after 4:30pm on a Business Day or at any other time, it will be deemed received on the next Business Day

14. NETELLER has the right to end the Programme by providing no less than thirty (30) days' written notice to you.

15. In the case of fraud or abuse with respect to your participation in the Programme or involving Rewards or Points or in case NETELLER has reasonable grounds to suspect you in fraud or abuse with respect to participation in the Programme or involving Rewards or Points, NETELLER has the right, in its sole discretion, to take appropriate administrative and/or legal action, and all Points earned through the Programme by you may be forfeited and your Programme participation terminated. For the purposes of these Programme Rules, fraud or abuse includes, but is not limited to, any activity between NETELLER Account Holders or between NETELLER Account Holders and merchants whose principal purpose is to earn Points. If any information provided by you is untrue, inaccurate, not current or incomplete, or NETELLER have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, NETELLER has the right to terminate your Programme participation and refuse any and all current or future access to, or use of the Programme. In any of the circumstances set out in this Section 15 membership in the Programme, including any Points that may have been issued to you, may be revoked or suspended at NETELLER's sole discretion.

### **16. Privacy**

16.1 Respecting privacy is a priority for NETELLER. All data is collected, transferred, processed and maintained in accordance with the principles contained within the General Data Protection Regulation ("GDPR") and the Data Protection Act 2018. If you'd like to know more about how we are handling your personal data, please read our [Privacy Notice](#).

16.2 The NETELLER Privacy Notice shall apply to the use of your personal data with respect to the Programme. In addition, in order to keep you apprised of Programme status, it is important that NETELLER sends you certain Programme information that may include periodic statements of your account and other information necessary for administration.

### **Intellectual Property**

17. For the purposes of the Programme and where applicable Qualifying Participants grant NETELLER

and their affiliates a non-exclusive, worldwide, royalty-free, non-transferrable, irrevocable license to copy, use and display any logo, trademark, trade name or other intellectual property (where applicable) which may be published on various Paysafe Group marketing channels including but not limited to our websites, emails, and social media pages.

## **Liability**

18. By participating in the Programme, you agree that any Reward is provided upon the condition that NETELLER, and its agents or employees will have no liability whatsoever for any injuries, losses or damages of any kind resulting from the acceptance, possession or use of the Reward save for any death or personal injury caused by their negligence.

19. You hereby agree to release and to hold NETELLER (and its employees, officers, directors, shareholders, agents, marketing partners and affiliates) free and harmless from any and all losses, damages, rights, claims and actions of any kind in connection with participation in the Programme or the redemption or use of Points, including without limitation, personal injury, death and property damage, and claims based on publicity rights, defamation or invasion of privacy save that there shall be no exclusion for death or personal injury where caused by the negligence of NETELLER (and their respective employees, officers, directors, shareholders, agents, marketing partners and affiliates). NETELLER and its subsidiaries, participating vendors, distributors, marketing partners and affiliated entities are not responsible for (a) any losses caused by events beyond the control of NETELLER that may cause the Programme to be disrupted or corrupted; (b) any injuries, losses, or damages of any kind caused by a Reward or resulting from acceptance, possession, use, or misuse of the Reward, or from participation in the Programme (save where caused by the negligence of NETELLER or its subsidiaries, participating vendors, distributors, marketing partners and affiliated entities); or (d). any printing or typographical errors in any materials associated with the Programme.

20. Further NETELLER is not responsible for: (a) the cost of any applicable currency conversion fees; (b) any incorrect or inaccurate information, whether caused by Qualifying Participants or not, printing errors or by any of the equipment or Programming associated with or utilized in this Programme; (c) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (d) unauthorized human intervention in any part of the entry process or this Programme; (e) technical or human error which may occur in the administration of this Programme or the processing of entries; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in this Programme or receipt or use or misuse of any prize.

21. NETELLER shall not be liable for delay in performing, or failure to perform, any of its obligations under the Promotion terms and conditions, if such delay or failure results from events, circumstances or causes beyond its reasonable control, such as but not limited to fire, flood, earthquake, adverse weather conditions, strike, war (declared or undeclared), embargo, blockade, legal prohibition, governmental action, riot, insurrection, damage, destruction, flight or other transportation delays or cancellations.

22. UNDER NO CIRCUMSTANCES SHALL NETELLER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PROGRAMME OR YOUR PARTICIPATION THEREIN, OR THE USE OF OR INABILITY TO USE ANY REWARD. You accept all responsibility for, and hereby indemnify and hold harmless NETELLER from and against, any actions taken by any user authorized to use your Programme account, including but not limited to accrual of Points and the redemption of Points.

23. The accumulation of Points does not entitle you to any vested rights with respect to Points, Rewards, or Programme benefits. In accumulating Points, you may not rely upon the continued availability of any Rewards or Points redemption requirement. NETELLER has the sole discretion to interpret and apply the Programme Rules.

24. All decisions by NETELLER are final and binding.

## Confidentiality

25.1 Confidential Information means any information which is marked as “Confidential” or should be reasonably expected to be confidential having regard to the context of disclosure or the nature of the information; including, without prejudice to the generality of the foregoing, business plans, data, strategies, methods, customer and client lists, technical specifications, transaction data and customer data shall be deemed confidential.

25.2 During the period of the Programme and thereafter, NETELLER shall use and reproduce the Qualifying Participants’ Confidential Information (where applicable) only for purposes of this Programme and only to the extent necessary for such purpose and will restrict disclosure of the Confidential Information to its employees, consultants, advisors or independent contractors with a need to know.

25.3 Notwithstanding the foregoing, it shall not be a breach of these Programme Rules for NETELLER to disclose Confidential Information if required to do so under law or in a judicial or governmental investigation or proceeding.

25.4 The confidentiality obligations in Sections 25.1. - 25.4. shall not apply to information that: (a) is or becomes public knowledge through no action or fault of NETELLER; (b) is known to NETELLER without restriction, prior to receipt from the Qualifying Participant in relation to this Programme, from its own independent sources as evidenced by NETELLER’s written records, and which was not acquired, directly or indirectly, from the Qualifying Participant; (c) NETELLER receive from any third party reasonably known by NETELLER to have a legal right to transmit such information, and not under any obligation to keep such information confidential; or (d) information independently developed by NETELLER’s employees or agents provided that NETELLER can show that those same employees or agents had no access to the Confidential Information received hereunder.

26. If you have any questions or complaints about this Programme or our services in general, you can contact our Customer Service team via our [Support Center](#).

27. These Programme Rules shall be governed by, and construed in accordance with, the laws of England and Wales and the courts of England shall have exclusive jurisdiction to hear any claim, dispute or difference arising under or in connection with these Programme Rules.

28. The use of your NET+ Prepaid Mastercard® is subject to the [NETELLER Terms of Use](#). Purchase of interest in one or more Supported Cryptocurrencies is subject to the [NETELLER Cryptocurrency Terms of Use](#). Use and operation of your NETELLER Account is subject to the [NETELLER Terms of Use](#). All terms defined in the NETELLER Terms of Use and the NETELLER Cryptocurrency Terms of Use shall, unless expressly stated to the contrary or if the context otherwise requires, bear the same meaning when used herein.

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|----------------------------------------------------------------------------------------------|-----------------------------|
| Upload                                                                                       | USD 1 = 1 Loyalty Point     |
| Withdrawal                                                                                   | USD 1 = 1 Loyalty Point     |
| NET+ Prepaid Mastercard® transactions                                                        | USD 1 = 1 Loyalty Point     |
| Transfer to merchant <sup>[1]</sup>                                                          | USD 1 = 0.25 Loyalty Points |
| Purchases of interest in one or more Supported Cryptocurrencies                              | USD 1 = 1 Loyalty Point     |
| Sell of interest in one or more Supported Cryptocurrencies                                   | USD 1 = 1 Loyalty Point     |
| Transfer of interest(s) in one or more Supported Cryptocurrencies to an Existing Customer(s) | USD 1 = 0.5 Loyalty Points  |

*Table 1 – Earn Points*

<sup>[1]</sup> Only available to Qualifying Participants who: (i) for NETELLER Account Holders residing within the European Economic Area and the UK, have successfully uploaded funds on your NETELLER Account using an upload payment method other than paysafecard; or (ii) for NETELLER Account Holders residing outside the European Economic Area and the UK, either have successfully uploaded funds on your NETELLER Account using an available upload payment method other than paysafecard or have your NETELLER Account fully verified.