

# NETELLER Terms of Use

You acknowledge and agree that by checking the “Agree” box when opening your Account, you agree to abide by the following terms of use as amended from time to time (“Terms of Use”) concerning your use of the electronic money stored value service provided by Paysafe Financial Services Limited (the “NETELLER Service”). If there is any part of the Terms of Use you do not understand or wish to clarify, please contact our [Customer Contact Centre](#).

**Please note that, these Terms of Use do not apply to Net+ Mastercard® which is issued by a third-party issuer to customers in countries outside of the United Kingdom or the European Economic Area.**

## 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Use, the following words have the meaning set out beside them:

**“Account”** means your card account with NETELLER which holds electronic money and which your Card(s) is linked to;

**“Account ID Information”** means any and all of the following pieces of information: your Card details (Card number, expiry date and CVV code), your PIN, information you use to log in to your Account, your secure identification number, security questions and answers and other Account credentials and information specific to your Account;

**“Business Day”** means any day other than a Saturday or a Sunday or a public or bank holiday in England.

**“Card”** means each Net+ Prepaid Mastercard® issued by Paysafe Financial Services Limited to you, whether in the form of a physical card (together with its digital card copy) or a virtual card or in any other form we may decide which is registered to your Account;

**“Customer Contact Centre”** can be contacted on (toll free) +44 20 3308 9525 or by visiting <https://www.neteller.com/en/support>.

**“Fees”** means any and all fees and charges levied by us for your use of the NETELLER Service, as stated in the Fee Tables on the Website and which may be amended by us from time to time in accordance with these Terms of Use;

**“Fees Table”** means the tables of Fees published on our Website from time to time (and which can currently be found under the heading “Fees” on [www.neteller.com](http://www.neteller.com));

**“Mastercard”** means Mastercard International Incorporated of New York or its successors or assigns;

**“Member”, “you” or “your”** means any person who meets all membership and eligibility requirements set out in these Terms of Use;

**“Member Site”** means the website accessed by Members using their Account ID Information, where Members can view their transaction history, make Uploads and other Transactions;

**“Merchant”** means any commercial or business entity that (i) accepts cards displaying the Mastercard® acceptance symbol as payment (where a Transaction using a Card is concerned) or (ii) is validly registered with Paysafe Financial Services Limited, to accept Transactions from your NETELLER Account;

**“month”** means a calendar month;

**“NETELLER”, “Paysafe”, “we”, “our”, “us”** means Paysafe Financial Services Limited, Company No.4478861, with its registered office located at 1st floor, 2 Gresham Street, London, EC2V 7AD, United Kingdom;

**“Paysafe Group”** means Paysafe Financial Services Limited, its subsidiaries, holding companies and associated companies;

**“Payment”** means any of the following: (i) any payment made using your Card; (ii) the debiting of an amount of electronic money from your Account and the concurrent crediting of such amount to a Merchant account, or another Member’s account, as designated by you (including by way of Subscription Billing); or (iii) the crediting of an amount of electronic money to your Account and the concurrent debiting of a Merchant account, or another Member’s account;

**“PIN”** means the personal identification number which we may issue or approve to be used with your Card;

**“Subscription Billing”** is a service whereby a Member requests that regular Payments be made from your Account at specified intervals to an online Merchant;

**“Third Party Provider”** means a service provider authorised by the Financial Conduct Authority (or other European Regulator) who you have agreed can access information or make payments for you from your Account;

**“Transaction”** means, as the context permits: (i) a Payment; or (b) a Withdrawal; or (c) an Upload; in each case less any applicable Fees;

**“Upload”** means the crediting of funds to your Account by purchasing electronic money;

**“Website”** means the website available at [www.neteller.com](http://www.neteller.com);

**“Withdrawal”** means taking funds from your Account by using your Card at any ATM or by selecting one of the withdrawal methods available to you in your country of residence as set out in the “Money Out” page of the Member Site; and

1.2 These Terms of Use shall apply to all Members.

1.3 Section headings shall not affect the interpretation of these Terms of Use.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. GENERAL**

2.1 It is a condition of membership and use of the Account that you agree to these Terms of Use, which form a legally binding contract between you and us once you register to become a Member.

2.2 We may find it necessary to change the Terms of Use from time to time and we will notify you of any changes by sending an e-mail to the primary e-mail address registered with your Account and by posting notice of the changes on our Website with a link to the amended Terms of Use. We will provide at least two (2) months' notice before the proposed changes come into effect, however changes that make these Terms of Use more favourable to you or that have no effect on your rights shall come into effect immediately if so stated in the change notice.

2.3 You will be deemed to have accepted any changes made to the Terms of Use unless you notify us to the contrary before they come into force. Should you disagree with the proposed changes, you have the right to terminate and close your Account immediately without charge before the proposed date of their entry into force. A notice from you that you do not agree to the changes will constitute notice that you wish to terminate your agreement with us and your Account will be immediately closed upon receipt of your notice to terminate. Your Card will be cancelled and any funds in your Account will be returned to you using such method as notified by you (subject to the normal applicable Fees).

2.4 You may review the current Terms of Use prior to initiating any Transaction at any time by clicking on the "Terms of Use" page on the Website which at the date of these Terms of Use can be found at [member.neteller.com](https://member.neteller.com). The Terms of Use will show the most recent revision date. No revision will affect any Transaction that is outstanding as of the date of such revision. Use by you of the NETELLER Service indicates your agreement to these Terms of Use. We encourage you to print a copy of the Terms of Use for your future reference.

2.5 The Paysafe [Complaints Policy](#), as amended from time to time, is incorporated into and form part of these Terms of Use (and the term "Terms of Use" shall be deemed to incorporate such policy).

2.6 The latest version of the Paysafe [Complaints Policy](#) is located on the Website for your reference. At the date of these Terms of Use this policy can be found at: <https://www.neteller.com/en/policies/complaints>.

### 3. NETELLER SERVICE

3.1 Paysafe Financial Services Limited, trading as NETELLER is regulated by the FCA.

3.2 Paysafe Financial Services Limited is an electronic money institution authorised by the Financial Conduct Authority in the United Kingdom, under FCA Reference Number (FRN) 900015. All Cards are issued by Paysafe Financial Services Limited pursuant to a licence from Mastercard.

3.3 By accepting these Terms of Use and using the NETELLER Service you acknowledge that: (i) we are not a bank and your Account is not a bank account; (ii) Accounts are not insured by any government agency; (iii) we do not act as a trustee, fiduciary or escrow holder in respect of balances in your Account; and (iv) we do not pay you interest on any balances in your Account.

**3.4 Electronic money accounts are not bank accounts. In the unlikely event that we become insolvent, you may lose the electronic money held in your Account. However, we strictly adhere to the legal requirements under the European Electronic Money Directive 2009/110/EC and UK national legislation which are designed to ensure the safety and liquidity of funds deposited in electronic money accounts. For further information on how we safeguard customer funds, please visit our Website.**

### 4. MEMBERSHIP

4.1 To become and remain a Member, you must:

4.1.1 be at least 18 years of age;

4.1.2 not be a resident of any country where we do not provide the NETELLER Service. A list of non-serviced countries is available on our Website which may be amended by us from time to time, without notice;

4.1.3 open an Account in accordance with the instructions set out in the registration page of our sign up Website including completing all requested information set out on the registration page. All information you provide during the sign up process or at any time thereafter must be accurate and truthful. If you do not provide such information or cooperate as instructed by us within three (3) months of opening your NETELLER Account or within such later deadline as we may notify to you at any time thereafter we may charge you an administration fee as displayed in the ["Fees" section of the Website](#);

4.1.4 maintain an active address, phone number and email address; and

4.1.5 satisfactorily pass all of our required identity and security validation and verification checks.

4.2 Subject to section 6.A you may not permit any other person to use your Account. Unless we otherwise permit from time to time, you may not open more than one Account and we may, without notice, close any or all of the Accounts of a Member who has, or whom we reasonably suspect has, unauthorised multiple Accounts.

4.3 You will promptly update your Account details if your name, address, email address, phone number, credit card or bank account information changes.

## **5. ELIGIBILITY**

In order to use the NETELLER Service, you must:

5.1 be a Member; and

5.2 not be in breach of these Terms of Use or otherwise have access to your Account restricted, nor have had any previous Account closed by us.

## **6. USING YOUR ACCOUNT**

6.1 In order to make a Transaction, you will need to make an Upload

6.2 Purchasing electronic money

6.2.1 You may purchase electronic money by using one of the Upload options available to you depending on your country of residence. Upload options are payment services provided by third party financial institutions (for example, the issuer of the payment card you use to upload funds or third party direct banking service providers) and are not part of our service. We do not guarantee the use of any particular upload option made available, and may make changes to or discontinue the acceptance of any particular upload option at any time without following the procedure set out in section 2.2.

Notwithstanding section 6.2.2 below, we shall not be responsible for the upload payment until the uploaded funds are received by us. You must provide the information requested and pass all identity and security validation and verification checks. For any Upload, you authorise us to obtain or receive funds on your behalf from your chosen payment source, less any applicable Fees, and then issue electronic money to your Account.

6.2.2 Notwithstanding the foregoing, certain Upload options allow you to fund electronic money to your Account by debiting an account at your financial institution. In the event we are advised of insufficient funds in such account, we may re-present such uncleared payment at your financial institution up to two

more times. In addition, we may debit the applicable Chargeback fee stated in section 10.1 of these Terms of Use and such uncleared payment from your Account, obtain it from your designated financial institution or otherwise collect it from you.

6.2.3 Uploads are subject to fees including currency conversion fees (if applicable). Please see section 8 for further details on fees.

6.2.4. You must not make an Upload from, or a withdrawal to, a payment instrument or bank account if you are not the named account holder. We take any violation of this requirement very seriously and will treat such actions as fraudulent acts.

### 6.3 Applying for Cards

6.3.1 If you reside in a supported country, you may apply for a Card once your Account has been verified in accordance with section 6.3 .2 below. To find out if you reside in a supported country, please contact the Customer Contact Centre.

6.3.2 In order to apply for a Card, you will need to “verify” your Account by confirming your identity and where you live. Details of how to do this can be found on the Website. We may use third parties to obtain this information, which may also contain credit checks, on our behalf. You agree to us applying reasonable discretion in using and sharing relevant personal data to conduct such identity and verification checks.

6.3.3 If you receive a physical Card, you must sign it as soon as you receive it.

6.3.4 We reserve the right to refuse to issue you a Card in our sole discretion.

### 6.4 Using your Card

6.4.1 Your Card is not a credit card, charge card or a debit card. You can only spend to the value of the funds that you have in your Account. You can use your physical Card anywhere Mastercard® is accepted, however a virtual Card can only be used where a physical card is not required, for example, Transactions made online or over the phone.

6.4.2 All Transactions made using your Card are subject to:

- there being sufficient funds in your Account;
- the Merchant or financial institution being able to verify that you have sufficient funds available in your Account; and
- where applicable, the terms and conditions of the provider of the ATM or relevant financial institution (in addition to these Terms of Use).

6.4.3 We reserve the right to decline any Transaction at our sole discretion in circumstances where that Transaction is fraudulent, would be in breach of these Terms of Use or any applicable law and regulation or you have insufficient funds to make the Transaction. We shall not be liable in the event that a Merchant refuses to accept your Card or if we do not authorise a Transaction, or we cancel or suspend use of your Card in accordance with these Terms of Use.

6.4.4 You must not spend more money using your Card than you have in your Account. If you cause your Account to go into a negative balance, we will take any such action seriously and take any steps necessary to enforce any actions against you in accordance with these Terms of Use.

6.4.5 Merchants such as car hire companies, hotels and other service providers will estimate the total sum of money you may spend or for which you require authorisation. The estimate may be for more than the amount you eventually spend or are charged, for example:

- a. at restaurants you may be required to have a maximum of 20% more on your Card than the value of the bill to allow for any service charge added by the restaurant;
- b. at “pay at pump” petrol pumps (if applicable) you may be required to have an amount equal to the maximum Transaction value permitted at the pump in your Account.

The merchant will be required to tell you the estimated amount that will be blocked in your Account and seek your consent.

This means that some of the funds on your Account may be blocked until the Merchant has settled the actual Transaction amount and accordingly, you will not be able to spend this estimated sum during this period. We will release the blocked funds without undue delay on becoming aware of the amount of the Transaction and in any event will unblock the funds immediately after receipt of the settlement request from the merchant.

6.4.6 Your virtual Card and the digital copy of your physical Card are electronically issued and will be available and ready to use in your NETELLER Account upon ordering in accordance with these Terms and Conditions. Your virtual Card has its own unique card number, expiry date, and CVC and can be ordered separately from your physical Card. Your digital Card is not a separate card. It is a copy of your physical Card and has the same card number, expiry date, and CVC as your physical Card.

## 6.5 Making Payments to and from your Account

6.5.1 In addition to using your Card to make Payments and Withdrawals, you can also make a Payment straight from your Account to a Merchant that accepts payment from a NETELLER account or another Member by completing the information on the “Money Out” page of the Member Site, and, in some cases, you may be able to make a Payment to or from a Merchant, directly from the website of a Merchant.

6.5.2 When making a Payment from your Account, you may not designate an amount in excess of the balance (plus the applicable Fees) in your Account at the time the request is made. If you attempt to do so, your Payment request will be denied. The funds on your NETELLER account must also be sufficient to cover any minimum Withdrawal amount. You can choose the method of Withdrawal when submitting your Withdrawal request.

6.5.3 The amount of any Payment made to your Account will be credited to your Account balance, less any applicable Fees, on receipt. If a Payment credited to your Account is reversed by the sender prior to you performing a Transaction, the amount of the reversed Payment will be returned to the sender and no Fees will be owed by you.

6.5.4 You are fully responsible for any goods or services bought by you that are paid for through your use of the NETELLER Service. Any dispute with a Merchant regarding any product or service bought by you through the NETELLER Service is between you and the Merchant and you agree that we shall not be a party to such dispute. We do not provide any warranties, representations, conditions or guarantees with respect to such goods and services.

6.5.5 Payments are subject to fees including currency conversion fees (if applicable). Please see section 8 for further details on Fees.

6.5.6 If we are late in executing a payment that you instruct us to make you may ask us to contact the recipient's payment service provider and ask them to credit it as if it had been received on the correct day.

6.5.7 We may, if requested by the payment service provider of someone trying to make a payment to you that has executed that payment late, credit it to your Account as if we received it on the correct day.

6.5.8 Transactions are displayed in your online transactions history together with the date of receipt or transmission (the credit or debit value date), the fees charged and, where applicable, any exchange rate used. Each transaction is given a unique transaction ID and shown in the transaction history. We will not alter or amend information displayed in your online transaction history. You should quote this transaction ID when communicating with us about a particular transaction. You should check your Account balance and transaction history regularly. You should report any irregularities or clarify any questions you have as soon as possible by contacting Customer Service.

6.5.9 We will send you an e-mail notification every month reminding you to log into your Account and download and/or print a copy of your transaction history.

6.5.10 You must give consent to the execution of a Transaction for it to be authorised. You agree that by pressing the “agree” button, or entering your Account ID Information (or any equivalent button or process whereby you submit the required Transaction information) you are confirming that you are providing consent for the Transaction to be processed and for the relevant Fees to be charged and deducted from your Account. All Transactions made using your PIN, your Account ID Information or any other security procedures that we require are deemed to be authorised by you. You also agree that once consent has been provided by you, the authorised Transaction can no longer be revoked. To this extent, the time of receipt of the Transaction request (and therefore the time of consent) is the time when the “agree” button has been pressed (or such equivalent button or process).

6.5.11 When you send or receive a Transaction, we will disclose your registered Account name to the recipient and/or sender to process the respective Transaction. We may also display that information in notifications sent to the recipient and/or sender.

6.5.12 You acknowledge that your intended recipient of a Transaction from your Account is not required to accept the Transaction. If an intended recipient declines a Transaction from your Account, your Account will be re-credited with the amount of the Transaction and no Fees will be charged.

6.5.13 If you receive funds into your Account that were not intended to be transferred to you, we will be entitled to remove these funds from your Account.

6.5.14 You must ensure that the payment details you enter when making a Withdrawal are correct and complete. We will not be liable for withdrawn funds being sent to the wrong account where this is due to you providing incorrect payment details. When withdrawing to a bank account, you must ensure that the account number, sort code, IBAN and/or BIC/SWIFT are correct. If you have withdrawn funds to the wrong account, you may request that we assist you in reclaiming the funds. However, we will charge you an administration fee as displayed in the ["Fees" section of the Website](#) for doing so and we cannot guarantee that the reclaim efforts will be successful.

6.5.15 Withdrawal methods are payment services provided, at least in part, by third party financial institutions (for example, the bank where you hold a bank account). We do not guarantee the availability of any particular Withdrawal method and may make changes to or discontinue a particular Withdrawal method at any time without following the procedure set out in section 2.2 as long as there is at least one withdrawal method available to you. Where the Withdrawal payment is received by you through the involvement of a payment service provider (such as the bank where you hold a bank account), we shall not be responsible for the Withdrawal payment once the withdrawn funds are received by your payment service provider. We also reserve the right to request an alternative bank account or other withdrawal method to be used in case we are unable to process the withdrawal to your preferred withdrawal method.

## 6.6 Subscription Billing

6.6.1 Some online Merchants may offer goods or services which can be paid for using Subscription Billing. This means that a Payment will be deducted from your Account at regular intervals. The amount

of the Payment and the intervals at which the Payment will be deducted is determined by the relevant Merchant.

6.6.2 Subscription Billing is an arrangement between you and the relevant Merchant. If you wish to amend or cancel your Subscription Billing Payment or have any query or dispute concerning your Subscription Billing Payment, you may only do this by contacting the Merchant directly and the terms and conditions set by the Merchant will apply. Once you have contacted the Merchant you should inform us. We are unable to cancel or amend Subscription Billing Payments without the consent of the Merchant. You should not cancel or otherwise reverse a Subscription Billing payment without contacting the Merchant first. We will not be liable for any Subscription Billing Payment that is deducted from your Account before you have notified the Merchant of the cancellation. You will not be able to cancel a Payment that has already been made to a Merchant.

6.6.3 It is your responsibility to ensure that your Account has sufficient funds to make each of the Payments you have agreed to make using Subscription Billing. We shall not be liable for any fees, charges you may incur as a result of there being insufficient funds in your Account to meet your obligations under a Subscription Billing arrangement. If your Account goes into a negative balance, the terms set out in section 10.3 shall be applicable.

6.6.4 A payment made by way of Subscription Billing is a "Payment" as defined in these Terms of Use and the normal Fees will be applied to each Payment.

6.6.5 We will refund any past Subscription Billing Payment(s) initiated by or through the Merchant provided that: (a) the original authorisation given to us or the Merchant did not specify the exact amount of the Payment and (b) the amount of the Payment exceeded the amount that you could reasonably have expected taking into account your previous spending pattern and the circumstances of the case. You must request such a refund within eight (8) weeks from the date the funds were debited from your Account. You agree to provide us with such information as is reasonably necessary to ascertain whether the conditions for a refund described in this section 6.6.5 are satisfied. Within ten (10) Business Days of receiving a request for a refund or, where applicable, of receiving any further information we requested from you, we will either refund the full amount of the payment or provide you with justification for refusing to refund the payment indicating that you have a right to refer the matter to the Financial Ombudsman Service if you do not accept the justification provided.

## 6.7 Closing your Account and redeeming your funds

6.7.1 If you wish to close your Account, you may do so by notifying us in writing. Subject to subsection 6.7.3 below, you may redeem at par all of the balance of electronic money in your Account (excluding amounts that have not cleared your financial institution) by selecting one of the withdrawal options available to you in your country of residence as set out in the "Money Out" page of the Member Site, or by using your Card at any ATM.

6.7.2 We will process the Withdrawal request provided all identity and security validation and verification checks are successfully completed.

6.7.3 Depending on the method of Withdrawal you choose, a Fee may be applicable which will be deducted from the balance in your Account prior to Withdrawal.

6.8 We may refuse to execute any Transaction in the following circumstances:

6.8.1 we reasonably believe that you did not give us the instruction;

6.8.2 we reasonably suspect fraudulent activity;

6.8.3 your instructions are unclear, incomplete or not in the required form;



6.8.4 we suspect that that the Terms of Use have been violated;

6.8.5 we need to do so in order to comply with the Mastercard rules; or

6.8.6 where we are otherwise required to do so by law or requirement of any applicable regulatory body.

We may notify you of such refusal, our reasons for doing so and, where applicable, how to rectify the error that led to the refusal, unless such notification - or any part of it - is prohibited by any law or regulation.

6.9 Merchants may not be able to authorise a Payment if they cannot obtain online authorisation from us (for example, if they are unable to access the internet).

6.10 You are fully responsible for the instructions you give to us and as a result we may not be able to detect errors in your Transaction instructions. It is important that you ensure all the details entered in respect of any Transaction are accurate. Any Transaction will be deemed to have been correctly executed where it has been executed in accordance with your instructions. However, we may in some circumstances, be able to assist you in recovering the funds involved and will apply the relevant Fee for doing so, per the Fee Table. We are unable to recover funds incorrectly sent to another Member, unless you have a police crime reference number or the consent of the other person involved.

6.11 Transactions are final and are not reversible save in the following circumstances and at our sole discretion:

6.11.1 where we confirm there has been a Merchant error;

6.11.2 where there is illegal activity involving your Account; or

6.11.3 where you are in breach of these Terms of Use.

6.12 You acknowledge that certain of our Transaction options will require different types and levels of identity and security validation and verification checks, including use of third party validation and verification systems, and you agree to us applying our reasonable discretion in using and sharing relevant personal data to conduct such identity and security validation and verification checks if you choose such options.

6.13 You also acknowledge that for security purposes, certain of our Transaction options impose minimum and maximum limits on the amounts that may be transferred. We reserve the right to impose limits on the amount of any Transaction and the frequency you may use a particular Transaction option. Further information is available on the Website. These limits are subject to change from time to time without notice.

6.14 You must not engage in any of the following:

6.14.1 an actual or attempted act by you which is deemed by us to be collusion, abuse of bonuses or other promotions in respect of the NETELLER Service;

6.14.2 the opening of, or attempting to open, multiple Accounts in your name (unless with our prior written approval) or a bogus name;

6.14.3 the carrying out of false and/or artificial activity or Transactions (commonly known as “churning”).

6.15 You must only use your Account for personal purposes and not as a means to trade or run a business unless, in certain circumstances as determined by us, we give our prior written consent for you to do so.

## **6.A. THIRD PARTY PROVIDERS**

6.A.1 A Third Party Provider is a service provider that is permitted by law to make payments from your account on your behalf and to provide account information services to you, provided they are acting in accordance with your instructions and the relevant regulatory requirements. You can check whether the provider is authorised in the information they give to you about the services they will provide.

6.A.2. We will treat any instruction from a Third Party Provider as if it were from you and the terms of this Agreement will still apply. If you consent to a Third Party Provider having access to information concerning your account, we will assume that you consent to access being granted as frequently as the Third Party Provider requests it.

6.A.3. If you give your security details to a third party that is not a Third Party Provider, we will have to assume it is you that is authorising us to give access to your account, we will treat payments instructed by that third party as authorised by you and will not be responsible for any losses you suffer as a result of misuse or disclosure of information about your account by that third party.

6.A.4 We may refuse to allow a Third Party Provider to access your Account if we are concerned about unauthorised or fraudulent access by that Third Party Provider. Before we do this we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you using any of the contact details we hold for you. We won't tell you our reasons where doing so will undermine our reasonable security measures or otherwise be unlawful. If you want to cancel the consent you have given to a Third Party Provider to access your account you should contact them directly.

6.A.5 If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a Third Party Provider. If you ask a Third Party Provider to request a payment and they do not do this, we will not be responsible for your payment not being made. Once a Third Party Provider has initiated a payment, you cannot normally cancel it.

## **7. CARD EXPIRY, LOSS AND DAMAGE**

7.1 Your Card is valid for the period stated on the face of the Card, unless its use is cancelled earlier by you or us in accordance with these Terms of Use. Transactions will not be authorised once your Card expires or if it is cancelled.

7.2 Upon expiry of your Card, we will only automatically renew Cards that have been used within the 12 months prior to expiry. A charge will not be applied if your Card is automatically renewed.

7.3 If you so request, we will replace a Card which has been lost, stolen or damaged. A Fee will be applicable for replacing a Card that has been lost, stolen or damaged.

7.4 If you find your Card after you have reported it lost, stolen or misused, you must destroy it and inform us immediately.

7.5 ? digital Card is available only with a newly issued physical Card and is not available with a replacement Card.

## **8. FEES**

8.1 We will charge you the Fees set out on our Website for each Transaction. You authorise us to debit from your Account any applicable Fees at the time of a Transaction. We may also charge you certain administration Fees, including, but not limited to, in relation to ongoing management of inactive accounts, debt collection and reprocessing charges in case of insufficient funds. All Fees will be charged in the currency of your Account and you agree that we may debit by way of set-off from your Account

any Fees, charges or other amounts owing to us and payable by you in connection with the NETELLER Service. All Card Fees will be charged in the currency of your Account, regardless of the currency of the Card or the Transaction.

8.2 We reserve the right to change the Fees from time to time, which will be implemented in accordance with Section 2.2. Updates will be indicated on the Fees page of our Website.

8.3 Please be aware that some ATM providers charge additional fees for the use of their ATMs. It is your responsibility to check before proceeding with your Transaction.

8.4 Under certain circumstances we may charge additional fees as set out in these Terms of Use, including under section 10.1 (Chargebacks, Negative Balances and Refunds) and section 14.6 (Prohibited Transactions).

## **9. CURRENCY EXCHANGE**

9.1 When you register your Account, you have the option of choosing from a list of currencies, which will be the currency in which your Account will be denominated.

9.2 If you use your Card to make a Transaction in a currency other than the currency of your Account (for example because your Card or your Account is denominated in a currency that is different from the currency charged by the retailer or you use your Card abroad to make a payment in a foreign currency or withdraw cash), then such a Transaction will be converted to the currency of your Account on the day we receive final settlement for the Transaction (typically 72 hours after you make the Transaction). You will receive an estimate of the converted amount at the time you make the Transaction, but this may be less, or more, than the final amount deducted from your Account due to exchange rate fluctuations. We will use Mastercard authorised rates applicable for such a Transaction. A foreign exchange fee will also apply (for further details on the applicable foreign exchange fee and the mark-up over the latest available foreign exchange reference rates issued by the European Central Bank (ECB) see the [Fees section on our Website](#)). You will be notified via automatic electronic notification (such as email or push notifications via the NETELLER app) with transaction details every time you use your Card to make a payment. You have the option to unsubscribe from receiving such notifications.

9.3 If you apply for a Card in a currency that is different to the currency of your Account, all Transactions you make from your Account using your Card will incur a foreign exchange fee. Any Transaction you make in a currency which is different to both the currency of your Card and your Account, will incur an additional foreign exchange fee (you will be charged an exchange fee for the currency conversion from the Transaction currency into the currency of your Card and a further fee for the currency conversion into the currency of your Account). We recommend that you choose the same currency for your Card as the currency of your Account.

9.4 Transactions not involving your Card may also be subject to currency conversions. For every such currency conversion, we will apply our NETELLER exchange rate which applies at the time we carry out the transaction between the two currencies involved, to which we add a foreign exchange fee. The NETELLER exchange rate is a reference exchange rate set by us and changes continuously throughout each day. You can find out details of [our current reference exchange rates here](#). When we set and change the NETELLER exchange rate we take account of the buy and sell exchange rates in the market, and changes to those rates, which we receive from a variety of independent sources. Our foreign exchange fee is displayed in the ["Fees" section of the Website](#). The foreign exchange fee is payable in addition to the transaction fee.

## **10. CHARGEBACKS, NEGATIVE BALANCES AND REFUNDS**

10.1 If you choose an upload method using a payment method that may be subject to a right to claim funds back (a "Chargeback") such as (but not limited to) credit or debit card or direct debit, you declare

that you will not exercise such Chargeback other than for unauthorised use of the payment method or for a breach by us of these Terms of Use which would result in you having a right to a refund of the uploaded amount. Otherwise, you may not Chargeback any upload transaction or allow Chargeback of any upload transaction for reasons for which we are not responsible including (but not limited to) disputes with merchants for non-delivery of goods or services or insufficient balance on the payment method account. We reserve the right to charge you fees and expenses we incur in connection with such Chargeback and any action undertaken to challenge the same. We may also charge you a Chargeback fee as displayed in the ["Fees" section of the Website](#).

10.2 Without limiting our rights or remedies, if you do charge back, cancel, reverse or de-authorise a payment in such circumstances, you are responsible for refunding the payment to us. We may, at our discretion, recover the amount by reducing your Account balance, re-charging your credit card or bank account for the amount or otherwise collecting such amount from you.

10.3 If a negative balance is created in your Account (e.g. due to a chargeback, reversal of an Upload, or a Transaction is processed for a larger amount than the amount of available funds in your Account) or if you cause your Account to go into a negative balance for any other reason, you will be required to repay such negative balance by uploading sufficient funds into your Account to bring it back to at least a zero balance. Your failure to do so is a breach of these Terms of Use. You agree to pay us the outstanding amount immediately on demand. We reserve the right to automatically debit such outstanding amount from any Uploads you subsequently make to your Account. We shall be entitled to charge you for any reasonable expenses we incur as a result of any negative balance on your Account.

10.4 We reserve the right, at any time, to send you reminders or to take other debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any such debt collection or enforcement efforts. This provision shall survive termination of the relationship between you and us.

10.5 If you receive a refund for purchases made with your Card, the refund will be paid to your Account. For legal reasons, you are not entitled to receive refunds in cash for Transactions made using your Card. Refunds may take up to 30 days to process.

10.6 Once you have used the NETELLER Service to make a purchase, we are unable to stop that Transaction. However, where you have used your Card to buy goods or services you may have a claim against the Merchant if the goods or services are unsatisfactory, not supplied, supplied only in part or do not match the supplier's description. You must notify us of any dispute within 60 days of the purchase and the chargeback will only be applied to your account if successfully secured from the merchant through Mastercard. Mastercard and not us will determine who will win the chargeback. If you wrongly make a chargeback claim, we will be entitled to charge you any fees we reasonably incur in pursuing the chargeback claim and we will be entitled to debit your Account with the amount of any such fees.

## **11. REWARD OR PROMOTIONAL PROGRAMS**

From time to time, we may offer reward programs or other promotional programs. Such programs will be subject to the program rules. We reserve the right to cancel or amend the terms of any such reward or promotional program at our discretion.

## **12. ACCOUNT RESTRICTIONS**

12.1 You agree to use your Account in accordance with the provisions of these Terms of Use and any other instruction we may reasonably give you regarding the use of the NETELLER Service. Without prejudice to the generality of the previous sentence, you agree and acknowledge that you are prohibited from:

12.1.1 using the NETELLER Service to obtain a cash advance (or assisting others in such activity);

12.1.2 using the NETELLER Service for any purpose contrary to laws, statutes or regulations applicable to you, including without limitation, those concerning money laundering, fraud, criminal activity, financial services or consumer protection;

12.1.3 sending unsolicited email or similar methods of mass messaging (spam);

12.1.4 using the NETELLER Service for any prohibited transactions as stated in Section 14;

12.1.5 harassing or engaging in obscene, rude or abusive behaviour against us or any of our representatives; and

12.1.6 tampering, hacking, modifying, damaging, interfering with or otherwise corrupting the security or functionality of the NETELLER Service, or attempting to do any of the foregoing.

### **13. KEEPING YOUR ACCOUNT AND CARD SAFE**

13.1 It is your responsibility to keep your Card safe; your Card is personal to you and you must not give it to anyone else to use. You must take all reasonable precautions to keep your Account ID Information confidential and secure. This includes ensuring the ongoing security of your Account ID Information and your personal computer device for accessing the Internet. You are required to change your password regularly and to use up to date virus, malware and spyware scanning software and firewall protection to reduce the risk of a security breach. Although you must not, generally, give your security details to anyone else, you may give them to an authorised Third Party Provider if it is necessary to allow them to access your account information or initiate a payment from your account with your permission.

13.2 You will receive a PIN for your physical Card and you must keep your PIN safe. This means that when you receive your PIN you must memorise it and destroy the letter containing details of the PIN. You must keep your PIN secret at all times. You must not disclose your PIN to anyone including friends, family or any Merchant. You must not write down your PIN anywhere. You must not use your PIN if someone else can see you typing it in. You must comply with the security procedures we tell you about from time to time.

13.3 If you suspect that someone else knows your Account ID Information, or either it or your Card has been lost, stolen, misappropriated, used without authorisation or otherwise compromised you are advised to change your password. You must contact the Customer Contact Centre without undue delay on becoming aware of any loss, theft, misappropriation or unauthorised use of your Card or Account ID Information. Any undue delay in notifying us may not only affect the security of your Account but may result in you being liable for any losses as a result where your failure to notify us is intentional or grossly negligent. If you suspect that your Account was accessed by someone else, you should also contact the police and report the incident. . If you forget your PIN you can find the details in your Account. It is important you keep your Account details safe and secure as it provides access to your virtual cards and physical Card PINs.

13.4 We may suspend your Card and / or your Account or otherwise restrict its functionality on reasonable grounds relating to the security of the Card or the Account or any of their security features or if we reasonably suspect that an unauthorised or fraudulent use of your Card or Account has occurred or that any of its security features have been compromised. In addition, we may suspend your Card and/or your Account or otherwise restrict its functionality where we reasonably suspect that another NETELLER Account or Skrill Account provided by us or one of our group companies is held by you and has been used for any fraudulent activity, money laundering, terrorism financing or other criminal activity. We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying you would be unlawful or compromise our reasonable security interests. We

will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

13.5 If we think your Card or your Account is at risk of fraud or a security threat, we will use the fastest and most secure way of contacting you using the details you have provided to tell you what you need to do to help deal with that risk.

## **14. PROHIBITED TRANSACTIONS**

14.1. It is strictly forbidden to send or receive payments as consideration for the sale or supply of: tobacco products, prescription drugs, drugs and drug paraphernalia, weapons (including without limitation, knives, guns, firearms or ammunition), satellite and cable TV descramblers, pornography, adult material, material which incites violence, hatred, racism or which is considered obscene, government IDs and licences including replicas and novelty items and any counterfeit products, unlicensed or illegal lotteries or unlicensed or illegal gambling services (including without limitation the use of or participation in illegal gambling houses), unregistered charity services, items which encourage or facilitate illegal activities, prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services, third party processing or payment aggregation products or services, multi-level marketing, pyramid selling or ponzi schemes, matrix programmes or other “get rich quick” schemes or high yield investment programmes, goods or services that infringe the intellectual property rights of a third party, un-coded/miscoded gaming, timeshares or property reservation payments (On and Off Plan). We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to these Terms of Use or an acceptable use policy published on the Website.

14.2. It is strictly forbidden to make payments to or to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. We may suspend or terminate your Account at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used your Account for or in connection with illegal gambling transactions. This list is not exhaustive and it is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction.

14.3. You may not use our services if you are residing in certain countries. These countries will be listed on the Website and updated from time to time. This list is not exhaustive and we may in our sole discretion decide to discontinue or restrict our services in other countries at any time and without prior notice. We reserve the right to suspend or terminate your Account at any time if we reasonably believe to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognised body for the prevention of financial crime.

14.4. It is strictly forbidden to use your Account for any illegal purposes including but not limited to fraud and money laundering. We will investigate and report any suspicious activity to the relevant law enforcement agency. We reserve the right to charge you in our sole discretion an administration fee as displayed in the ["Fees" section of the Website](#) for every investigation into any such suspicious activity. You are prohibited from using your Account in an attempt to abuse, exploit or circumvent the usage restrictions imposed by a merchant or a Third Party Provider on the services it provides.

14.5. You may only accept payments for certain categories of business after approval from us in our sole discretion. Such business categories include but are not limited to: money exchange or remittance businesses, including but not limited to bureaux de change, currency exchanges and purchase of travel money; the collection of any form of donations or payments to charitable or not-for-profit organisations; dealing in natural resources such as jewels, precious metals or stones; live streaming; the sale or supply of alcoholic beverages; the sale or supply of dietary supplements and alternative health products; any other business category published in an acceptable use policy on the Website from time to time. In case you are in doubt whether your business falls under any of the above categories, you must contact Customer Service. We reserve the right in our sole discretion, to add business categories requiring

approval by adding such categories either to these Terms of Use or an acceptable use policy published on the Website.

14.6. If you conduct or attempt to conduct any transaction in violation of the prohibitions contained in this section 14 or without the necessary approval under section 14.5, we reserve the right to: reverse the transaction; and/or close or suspend your Account; and/or report the transaction to the relevant law enforcement agency; and/or claim damages from you; and charge you an administration fee as displayed in the ["Fees" section of the Website](#) if we apply any of the above.

14.7. It is your and not our responsibility to ensure that you only send payments to or receive payments from persons or entities for the sale or supply of goods and services that you may provide or receive in compliance with any applicable laws and regulations. The mere fact that a person or entity accepts payments through us is not an indication of the legality of the supply or provision of their goods and services. If you are in doubt as to the legality of a supply or purchase, you should not continue with your payment.

## **15. PRIVACY**

15.1 You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect our respective rights and obligations under data protection legislation. You may withdraw this consent by closing your Account. If you withdraw consent in this way, we will cease using your data for this purpose, 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.

15.2 The processing of your data is governed by our [Privacy Notice](#) which can be found on our Website.

## **16. SUSPENDING OR CLOSING YOUR ACCOUNT AND CANCELLING YOUR CARD**

16.1 You have the right to close your Account and thereby terminate your agreement with us (and your right to use the NETELLER Service) at any time by notifying our Customer Contact Centre. If your Account holds a balance at the time of its closure, we will ask you to withdraw your funds within a reasonable period of time, during which your Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period you will not be able to access your Account but you may withdraw any remaining funds by contacting the Customer Contact Centre and requesting that the funds are sent to you in a manner that is reasonably acceptable for us. If you want to access your transaction history after the closure of your Account, you will need to contact the Customer Contact Centre and request the information. You may do so for a period of six years from the date of closure of your Account but we suggest that you withdraw your remaining funds as soon as possible as they will not earn any interest while in your Account.

16.2 You can cancel your Card by notifying our Customer Contact Centre. You will be responsible for any Transactions you have made or charges incurred before you cancelled your Card. Cancellation of your Card will not automatically close your Account unless (i) you instruct us to also close your Account; or (ii) you are cancelling due to a change to these Terms of Use.

16.3 We reserve the right to terminate these Terms of Use and thereby cancel your Card and close your Account by giving you two (2) months' prior notice. If we do close your Account, we will also cancel any Card linked to your Account. Where termination is as a result of an event, act or omission that renders the Terms of Use unenforceable, void or discharged (including as a result of illegality or change of law) we reserve the right to terminate the Terms of Use and close your Account with immediate effect.

16.4 Notwithstanding the above, we may, at our discretion, suspend or limit access to your Account (including without limitation, placing a hold on funds in your Account, limiting your ability to make Transactions on your Account, suspending or terminating your Card, and limiting your payment options)



remove you from and/or not allow you to participate in any or all of our benefit schemes (including, without limitation, our reward scheme and our promotions) or close your Account, at any time, without notice, in any of the following circumstances:

16.4.1 you breach any of these Terms of Use;

16.4.2 if we have reasonable grounds to believe that your Account has been used without your authorisation, or in connection with an unauthorised or unusual Transaction or unauthorised or unusual credit card or bank account use (including without limitation, notice of the same by your bank or credit card issuer);

16.4.3 if we have reasonable grounds to believe that your Account has been used in connection with a prohibited transactions as stated in Section 14;

16.4.4 if at any time we determine that you have provided us with any false, inaccurate, incomplete or misleading information or any name, bank account or credit card information that you are not legally authorised to use;

16.4.5 abuse by you of the reversal or charge back process provided by your bank or credit card company or any similar behaviour where a Upload is de-authorised, reversed or cancelled after having authorised a Payment or Withdrawal of those funds;

16.4.6 e-money being credited to your Account as the result of fraud;

16.4.7 you refuse to cooperate in an investigation or to provide adequate identity or security information or documentary evidence for verification when requested;

16.4.8 initiation of Transactions that may be considered to be cash advances or assisting in cash advances;

16.4.9 if we believe your Account or Card has been used or allegedly used, or may be used, in, or to facilitate, any fraud, financial-crime related activity or any other illegal activity;

16.4.10 return of a payment for insufficient funds in your Account;

16.4.11. if we believe that your Account, whether active or dormant, or your conduct, poses a security, credit, fraud, business, or reputational risk to us;

16.4.12 we can no longer process your Transactions for any legal or security reason or due to the actions of any third party;

16.4.13 an event, act or omission occurs that renders these Terms of Use unenforceable, void or discharged (including as a result of illegality or change of law); or

16.4.14 to comply with money laundering or terrorist financing investigations or prohibitions issued by any government authorities, agencies or commissions.

16.5 Subject to section 16.6, if we close your Account, we will notify you before doing so, either by email or by letter according to the most recent contact address that you have provided and return to you any unrestricted or undisputed funds in your Account (being funds not involved or otherwise connected with the circumstance giving rise to the limitation or closure) in accordance with your instructions.

16.6 In certain circumstances, we may be prohibited from notifying you that your Account has been suspended or closed. In such circumstances, we will endeavour to inform you as soon as we are able. Where an Account is suspended, we may, at our discretion, lift the suspension provided we are satisfied



that the circumstances giving rise to the suspension no longer exist.

16.7 If there is a positive balance in your Account at the time your Account is closed for any reason, these will be returned to you by the method you instruct (less the normal applicable Fees) provided the funds are not subject to any restriction.

**16.8 IMPORTANT NOTE :** Due to the effect of applicable law it may not be possible to reclaim any funds more than six years after your Account has been terminated. We recommend that you reclaim any funds in your Account as soon as possible after the Account is closed.

16.9 If an Account has been closed, for any reason, no further Transactions will be possible (except to return to you the funds in your Account in accordance with these Terms of Use). In the event that a Fee is incurred or Transaction made on your Account prior to closure, you will be liable to pay any such sums to us on demand, notwithstanding the closure of your Account. Fees relating to ongoing management of inactive accounts will also continue to be charged following closure of your Account. This provision shall survive termination of the relationship between you and us.

16.10 Save as indicated otherwise within these Terms of Use, on closure of your Account, these Terms of Use will cease to apply and you will cease to be a Member. If you wish to become a Member again, you will need to reregister and open a new Account.

## **17. WARRANTIES, LIABILITIES AND DISCLAIMERS**

17.1 We reserve the right to validate and verify any of the information that you provide to us with third parties at any time.

17.2 Without limiting section 6, we shall make reasonable efforts to ensure that debits and credits to your Account are processed in a timely manner. However, a number of factors, several of which are outside of our control, will contribute to when the processing will be completed. For example, as your Card is linked to your Account, your Card may not work if there are problems with the NETELLER Service, and your ability to use your Card may be interrupted when maintenance works to the NETELLER Service are carried out. We make no representations or warranties as to continuous, uninterrupted or secure access to the NETELLER Service, which may be affected by factors outside our control, or may be subject to periodic testing, repair, upgrade, outages or maintenance.

17.3 We assume that prior to opening your Account you have determined that opening and maintaining your Account does not violate any law or regulations in your country of residence and jurisdiction. You warrant that you are not violating any laws or regulations by your use of the NETELLER Service and you agree to pay us, our affiliates, holding companies, subsidiaries, agents and subcontractors, the amount of all claims, losses, damages, expenses and liabilities whatsoever suffered or incurred by us, our affiliates, holding companies, subsidiaries, agents or subcontractors as a result of your use of the NETELLER Service in violation of any law or regulation. This provision shall survive termination of the relationship between you and us.

17.4 WE MAKE NO EXPRESS WARRANTIES, GUARANTIES OR CONDITIONS TO YOU WITH RESPECT TO THE NETELLER SERVICE EXCEPT AS SET OUT IN THESE TERMS OF USE, AND ALL IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED EXCEPT WHERE IMPLIED OR STATUTORY WARRANTIES CANNOT BE DISCLAIMED BY APPLICABLE LAW.

17.5 In the case of an unauthorised payment or a payment that was incorrectly executed due to an error by us, we shall, as soon as practicable, refund the payment amount including all fees deducted therefrom. This shall not apply:

17.5.1 where the unauthorised payment arises from your failure to keep your Account ID information safe in accordance with section 13 of these Terms of Use, in which case you shall remain liable for the first £35 GBP (or equivalent in the currency of your Account) unless section 17.5.3 applies;

17.5.2 if you fail to notify us without undue delay of any loss of your password or other event that could reasonably be expected to have compromised the security of your Account after you have gained knowledge of such event in which case you shall remain liable for losses incurred until you notify us;

17.5.3 if the transaction was unauthorised but you have acted fraudulently or compromised the security of your Account with intent or gross negligence, in which case you shall be solely liable for all losses; or

17.5.4. if you fail to dispute and bring the unauthorised or incorrectly executed transaction to our attention within 13 months from the date of the transaction.

17.6. Unless you have acted fraudulently, section 17.5.1 shall not apply to transactions made after you have notified us in accordance with section 13.3, where we have failed to provide you with appropriate means for notification or we are required to use strong customer authentication but fail to do so, in which case we shall remain liable and refund any unauthorised transaction to you as soon as practicable.

17.7. Without prejudice to the foregoing, you are asked to check the transactions history of your Account regularly and frequently and to contact the Customer Contact Centre immediately in case you have any questions or concerns.

17.8. In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.

17.9. Subject to the foregoing, we shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected.

17.10. We shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.

17.11. Nothing in these Terms of Use shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

17.12. We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of the Account, the Card or services provided in these Terms of Use.

17.13. Re-imbursement. You agree to defend, reimburse or compensate us and hold us and our other companies in our corporate group harmless from any claim, demand, expenses or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of your or your agents' breach of these Terms of Use, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between you and us.

17.14. Notwithstanding the foregoing, we shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected.

17.15. Our obligation under these Terms of Use is limited to providing you with an electronic money account, the Card and related payment services and we do not make any statement in relation to or

endorsement of the quality, safety or legality of any goods or services provided by a NETELLER customer or intermediary.

17.16. We confirm that Paysafe Financial Services Limited retains all right, title, and interest in and to all trademarks, trade names, logos, Website designs, text, content and graphics, and other intellectual property rights used by us in relation to the NETELLER Service and any use, reproduction, modification, or distribution by you of such trademarks, trade names, logos, Website designs, text, content, graphics, or other intellectual property rights, is prohibited.

## **18. COMPLAINTS PROCEDURE**

18.1 We refer you to our complaints procedure referred to in section 2.5 of these Terms of Use for any complaint or dispute you may have concerning your Account. Any complaints about us or the services we provide should be addressed to us in the first instance by contacting the Customer Contact Centre. 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. A copy of our [Complaints Policy](#) is available on our Website.

18.2 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.

18.3. If your complaint is not resolved to your satisfaction, you may contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR, United Kingdom.

## **19. GENERAL**

19.1 We may engage the services of one or more affiliates, holding companies, subsidiaries, agents or subcontractors in order to fulfil our obligations.

19.2 These Terms of Use shall be governed by the laws of England and Wales. All disputes arising out of or relating to these Terms of Use shall be subject to the jurisdiction of the English courts.

19.3 We may send communications and notices to you at the email address or postal address you provided to us during the registration process (or as updated subsequently by you). Any and all communications and notices by either party under these Terms of Use by email shall be deemed given on the day the email is sent, unless the sending party receives an electronic indication that the email was not delivered; and if by mail, shall be deemed given ten (10) Business Days after the date of mailing.

19.4 These Terms of Use are subject to amendment, modification or deletion if required by, or found to be in conflict with, applicable law or regulation, without affecting the validity or enforceability of the remaining terms of use.

19.5 These Terms of Use and the policies referred to in section 2.5 constitute the entire agreement between us and you with respect to the NETELLER Service and supersede and replace any and all prior agreements. In the event of inconsistency between this version of the Terms of Use and the version on the Website, the version on the Website will prevail.

19.6 Our delay or failure to exercise or enforce any right under these Terms of Use shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

19.7 The rights and remedies available to us in these Terms of Use are cumulative and are in addition to any other right or remedy available to us at law or in equity.

19.8 You may not transfer, novate, assign, subcontract or delegate your rights, duties or obligations under these Terms of Use. We reserve the right to transfer and assign these Terms of Use, and you agree that we may assign any rights or novate any obligations hereunder to one of our group companies, without your further consent.

19.9 No provision in these Terms of Use creates a partnership between you and us or makes either of us or you the agent of the other for any purpose. You have no authority to bind, to contract in the name of, or to create liability for us in any way for any purpose.

19.10 In the event that any part of these Terms of Use is held not to be enforceable, this shall not affect the remainder of these Terms of Use which shall remain in full force and effect.

19.11 In the event these Terms of Use are available in a language other than English, all versions are legally binding; if there is any inconsistency between the English language version and a translated version, the English language version will prevail.

## **20. NETELLER SUPPORT**

20.1 Our Customer Contact Centre is open 24 hours a day, 7 days a week. You can find contact details on the Website. A Lost and Stolen reporting service for Cards is also available 24 hours a day, 7 days a week, the details of which can be found on the back of your Card, or on the Website. You will need the permission of the bill payer before making any telephone call. We may record any conversation you have with the Customer Contact Centre for training and/or monitoring purposes.