

## 1. Scope of the NETELLER VIP Terms and Conditions

1.1 These Terms and Conditions ("VIP Terms and Conditions") shall apply to the NETELLER VIP programme ("VIP Programme") in addition to the NETELLER Terms of Use and the [Paysafe Privacy Notice](#). They regulate how you qualify for, maintain, and/or lose NETELLER VIP Status (as further defined below).

1.2 In the event of any inconsistency between the NETELLER Account Terms of Use and these VIP Terms and Conditions, the VIP Terms and Conditions will, to the extent of this inconsistency, prevail.

## 2. Obtaining NETELLER VIP Status

2.1 If you hold a valid NETELLER Account and make Eligible Transactions totaling fifteen thousand US dollars (USD 15,000) or more in a Quarter (the "Minimum Requirements") your NETELLER Account will qualify automatically for NETELLER VIP status ("NETELLER VIP Status") and you will become a NETELLER VIP user ("NETELLER VIP").

2.2 We will grant NETELLER VIP Status to your NETELLER Account the day after you satisfy the Minimum Requirements and will offer you the benefits described on the [NETELLER VIP section](#) of the NETELLER website (the "NETELLER VIP Benefits"). The NETELLER VIP Benefits vary depending on your NETELLER VIP Level as further defined in section 3 below.

## 3. NETELLER VIP Level

3.1 At the end of every Quarter we will assess the total volume of Eligible Transactions from your NETELLER Account during that Quarter and apply one of the following NETELLER VIP levels ("NETELLER VIP Level") to your NETELLER Account for the duration of the next Quarter:

- a) USD 15,000 (fifteen thousand dollars) or more - "Silver Level";
- b) USD 45,000 (forty-five thousand dollars) or more - "Gold Level";
- c) USD 150,000 (one hundred and fifty thousand dollars) or more - "Diamond Level";
- d) \$600,000 (six hundred thousand dollars) or more – "Exclusive Level".

3.2 If you reach the minimum transaction volume for a higher NETELLER VIP Level during a Quarter, we will upgrade your VIP Level for the remainder of that Quarter. Any other changes to your NETELLER VIP Level shall be made on the first day of Each Quarter.

3.3 We shall change the NETELLER VIP Level as and when required in accordance with this Section 3. Your current NETELLER VIP Level is displayed in the 'Account Overview' section of your NETELLER Account.

## 4. Additional Rewards for NETELLER VIP Diamond and Exclusive Levels.

4.1 If you are a NETELLER VIP Diamond Level or Exclusive Level you may be eligible for additional rewards from time to time.

## 5. NETELLER VIP Security Standards

5.1 You acknowledge and agree that you will:

- a) comply with the security responsibilities set out in the [NETELLER Terms of Use](#);

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

The standards set out in section 5.1 (a) to (j) and any others in the security procedures notified under the [NETELLER Terms of Use](#) are together referred to as the "NETELLER VIP Security Standards".

## 6. Losing VIP Status and Termination

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

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

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

NETELLER or a NETELLER Merchant.

6.3 You shall not attempt to open another NETELLER Account without prior written consent from NETELLER.

## 7. Changes to the NETELLER VIP Terms and Conditions

7.1 NETELLER reserves the right to change these VIP Terms and Conditions at any time including the right to withdraw the NETELLER VIP Programme completely.

7.2 Subject to section 7.3 below, changes will be communicated via e-mail to the primary email address registered with your NETELLER Account. The proposed change will come into effect 2 months after the notice is deemed to be delivered (see the [NETELLER Terms of Use](#)), unless you give us written notice that you object to the proposed change. Your objection notice shall be deemed to constitute a notice to terminate your participation in the NETELLER VIP Programme and the VIP Terms and Conditions will no longer apply to you.

7.3 The 2 months' notice period shall not apply where we believe, in our reasonable opinion, that the change neither reduces your rights nor increases your obligations. In such instances, the change will become effective immediately without prior notice.

## 8. Miscellaneous

8.1 You acknowledge and consent that NETELLER may share your personal information with NETELLER Merchants for the purposes of investigating suspicious transactions.

8.2 All decisions by NETELLER are final and no further correspondence will be entered into.

8.3 These VIP Terms and Conditions shall be governed by and interpreted in accordance with the law of Ireland. In the event of a dispute arising out of or in relation to these VIP Terms and Conditions, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Ireland without regard for conflict of law rules.

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

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

## 9. Definitions and Interpretation

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

"Eligible Transaction" means (i) send money transactions to NETELLER Merchants and (ii) Cryptocurrency Transactions (as defined in the [NETELLER Cryptocurrency Terms of Use](#)). The following do not qualify as Eligible Transactions:

- Transactions made using your physical or virtual NETELLER Net+ Prepaid Mastercard, either online or at a physical point of sale.
- person to person transactions, including transfers between your own accounts.

"NETELLER Merchant" means any person using the NETELLER payment processing services for commercial purposes subject to the NETELLER Merchant Terms and Conditions.

"NETELLER Account" means the electronic money account made available to you in accordance with the NETELLER Terms of Use.

"NETELLER" means Paysafe Financial Services Limited, a company incorporated under the laws of England and Wales with registration number 04478861, authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 for the issuing of electronic money under register number 900015.

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

"You" or "Your" shall mean you, the natural person in whose name the NETELLER Account is opened and maintained.