

The NETELLER “Trade with Exness” Promotion Terms and Conditions

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

1. The Promotion (“Promotion”) and Promotion Terms and Conditions.

1.1 NETELLER is offering its Account Holders (“**Account Holders**”) the opportunity to get a bonus of \$20 upon successful deposit to Exness (UK) Ltd using the NETELLER Digital Wallet Service. This Promotion covers first 100 participating customers who have made a successful deposit for \$200 or more to Exness (UK) Ltd during the Promotion period. The Promotion runs from July 6th 2022 at 00.00 UTC time and ends on August 5th 2022 at 23:59 UTC time (the “**Promotion Period**”).

1.2 The necessary deposit transaction volume (target) is:

1.2.1 *\$200 USD in deposit transactions to Exness (UK) Ltd, where participating NETELLER account holders use their NETELLER Digital Wallets to make a successful deposit transaction to Exness (UK) Ltd, made within the period July 6th 2022 at 00.00 UTC time and ends on August 5th 2022 at 23:59 UTC time (the “**Promotion Period**”);

**or currency equivalent*

If you do **not** reach the minimum target before the end of the Promotion Period, you will not be eligible to participate for the bonus of \$20.

2. Eligibility Criteria:

In order to participate in this Promotion, you must:

- a) hold an active Account in NETELLER in accordance with the NETELLER Account Terms of Use (“**Account**”);
- b) be at least 18 years of age;
- c) Right to participate in the Promotion have only end-users who have entered the Promotion through an eligible Promotion Landing Page/Link. All other customers who have participated through a non-eligible Promotion Landing Page/Link shall be automatically disqualified;
- d) enter the Promotion through the Promotion Landing Page within the Promotion Period;
- e) not use your Account for commercial purposes;
- f) not be an employee or an immediate family member of NETELLER or any other Paysafe group companies. For avoidance of doubt, an “immediate family member” shall mean any individual with any of the following relationships to the employee: a/ spouse, and parents thereof; b/ sons and daughters, and spouses thereof; c/ parents, and spouses thereof; d/ brothers and sisters, and spouses thereof; e/ grandparents and grandchildren, and spouses thereof; f/

- domestic partner and parents thereof, including domestic partners of any individual in a/ through g/ of this definition; and g/ any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship;
- b) not be a service provider or a direct family member of a service provider to any of the Paysafe group companies, and
 - c) Have completed full account verification procedure as per the instructions in your NETELLER account before expiry of the Promotion Period;
 - d) Have successfully completed an upload to your NETELLER account/ funded your NETELLER account with an upload method/ payment instrument and have not transacted to Exness (UK) Ltd prior to the Promotion Period

2.1 Eligible Transactions for \$20 Bonus:

- 2.2.1 Send Money transactions to NETELLER Exness (UK) Ltd Merchant Account in accordance with the [NETELLER Terms Of Use](#);
- 2.2.2 Where the total transaction volume is in the amount specified in s. 1.2.2. hereof
- 2.2.3 Where the Eligible Transactions have been completed between July 6th 2022 at 00.00 UTC time and ends on August 5th 2022 at 23:59 UTC time (the “**Promotion Period**”)

2.3 The following transactions shall **not** be considered Eligible Transactions:

- 2.3.1 Uploads to, and withdrawals from, your NETELLER Account;
- 2.3.2 Transfers from your NETELLER Account to your Skrill Account or vice versa, in case you hold accounts with both Skrill and NETELLER digital wallets;
- 2.3.3 Person-to-Person payment through your NETELLER Account;

2.4 NETELLER reserves the right to disregard any Eligible Transactions for this Promotion that they, in their sole but reasonable discretion, deem an abuse of the Promotion including but not limited to, transactions that have no commercial purpose, multiple transactions that are made to artificially increase the volume of Eligible Transactions or transactions that are not for the personal benefit of the Account Holder.

The above mentioned are collectively referred to as the “**Eligibility Criteria**”. For the purposes of this Promotion a participant is an end-user that meets all of the Eligibility Criteria (“**Participant**”).

Use of script, macro or any automated system to enter the Promotion 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.

Participants may make a maximum of 1 (one) entry into the Promotion. Any entries in addition to this may be disqualified.

3. Privacy and Intellectual Property

- 3.1** The processing of Participants data is governed by Paysafe Group Limited's Privacy Policy which can be found on NETELLER's website (<https://www.neteller.com/en/comprehensive-privacy-policy>). Additional information may be required by NETELLER to verify compliance with these Promotion Terms & Conditions.
- 3.2** Participants agree that some of their personal information (first name, surname initial and country location; for example, John D Smith from Germany) can be published on different NETELLER channels including but not limited to emails, social media and online broadcast.
- 3.3** For the purposes of the Promotion Participants grant NETELLER a non-exclusive, worldwide, royalty-free, non-transferrable, irrevocable licence 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.

4. Confidentiality

- 4.1** 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, transactional data and customer data shall be deemed confidential.
- 4.2** During the Promotion and thereafter, NETELLER shall use and reproduce the Participants' Confidential Information only for purposes of this Promotion 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.
- 4.3** Notwithstanding the foregoing, it shall not be a breach of these Promotion Terms for NETELLER to disclose Confidential Information if required to do so under law or in a judicial or governmental investigation or proceeding.

The confidentiality obligations in this Clause shall not apply to information that (i) is or becomes public knowledge through no action or fault of NETELLER; (ii) is known to NETELLER without restriction, prior to receipt from the Participant in relation to this Promotion, from its own independent sources as evidenced by NETELLER's written records, and which was not acquired, directly or indirectly, from the Participant; (iii) NETELLER receives 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 (iv) 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.

5. Legal Recourse

- 5.1** This Promotion is brought to you by Paysafe Payment Solutions Limited, a company incorporated in Ireland with company number 626665, whose registered office is at Grand Canal House, Grand Canal Street Upper, Dublin 4, DO4 Y7R5, Ireland (“PPSL”) and Skrill Limited, a company incorporated in England and Wales with company number 4260907, whose registered office is at Floor 27, 25 Canada Square, London, England, E14 5LQ, United Kingdom (“Skrill”) and
- 5.2** For the purposes of these Promotion Terms and Conditions, Paysafe Payment Solutions Limited are referred to as ‘NETELLER’, ‘we’ or ‘us’.
- 5.3** By entering this Promotion, you agreed to these Promotion Terms and Conditions.
- 5.4** Except as otherwise expressly set forth herein, these Promotion Terms and Conditions shall be read together and interpreted in conjunction with the [NETELLER Account Terms of Use](#). In the event of any conflict or inconsistency, these Promotion Terms and Conditions shall prevail (only to the extent of the conflict or inconsistency).
- 5.5** Capitalised terms used but not defined in these Promotion Terms and Conditions shall have the meaning given in the [NETELLER Terms of Use](#) or the [NETELLER VIP Terms of Use](#) (as applicable).
- 5.6** The present Promotion does not apply to residents of countries where it might be considered illegal and/or prohibited.
- 5.7** NETELLER reserves the right to end this Promotion at any time in their sole discretion or to make changes to this Promotion at any time in its sole discretion by sending written notice to the e-mail address registered to your Account or by amending these Promotion Terms and Conditions. NETELLER reserves the right to modify, cancel, terminate or suspend the Promotion in whole or in part, at its sole discretion, if it believes the Promotion is not capable of being conducted as specified within these Promotion Terms and Conditions or in the event of a virus, a computer bug or unauthorised human intervention or any other cause that is beyond the reasonable control of NETELLER that could corrupt or affect the administration, security, impartiality or normal course of the Promotion.
- 5.8** **Paysafe Payment Solutions Limited (NETELLER)** reserves the right to remove any Participant from this Promotion where we reasonably believe a Participant has breached or attempted to breach these Promotion Terms and Conditions, [NETELLER Terms of Use](#), [NETELLER VIP Terms of Use](#), or attempted to circumvent any security or operational procedures.
- 5.9** All decisions by Paysafe Payment Solutions Limited (NETELLER) are final and binding and no further correspondence may be entered into.
- 5.10** Paysafe Payment Solutions Limited (NETELLER) is not responsible for: (1) any incorrect or inaccurate information, whether caused by a Participant, printing errors or by any of the equipment or programming associated with or utilized in this Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process of this Promotion; (4) technical or human error which may occur in the administration of this Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in this Promotion or receipt or use or misuse of any prize.

- 5.11** If you are resident outside of the Non-European Economic Area, all issues and questions concerning the construction, validity, interpretation and enforceability of the present Promotion Terms and Conditions, or the rights and obligations of the Participant and Paysafe Payment Solutions Limited (NETELLER), as applicable, in connection with this Promotion shall be governed by and construed in accordance with the laws of England, without giving effect to any choice of law or conflict of law rules (whether of England or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than England
- 5.12** If you are resident in the European Economic Area, all issues and questions concerning the construction, validity, interpretation and enforceability of the present Promotion Terms and Conditions, or the rights and obligations of the Participant and Paysafe Payment Solutions Limited (NETELLER), as applicable, in connection with this Promotion shall be governed by and construed in accordance with the laws of Ireland, without giving effect to any choice of law or conflict of law rules (whether of Ireland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Ireland.
- 5.13** If there is any discrepancy between any translated version and the (original) English version of these Promotion Terms and Conditions, the English version shall prevail.
- 5.14** Insofar as is permitted by law, Paysafe Payment Solutions Limited (NETELLER), its agents or distributors will not in any circumstances be responsible or liable to compensate a Participant or prospective Participant, or accept any liability (whether direct, indirect, special, incidental, exemplary, punitive or consequential) for or in connection with the participation (or attempted participation) in the Promotion whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise. A Participant's statutory rights are not affected. However, nothing in these Promotion Terms excludes or limits in any way any liability for death or personal injury caused by Paysafe Payment Solutions Limited (NETELLER)'s negligence, for fraud or for any other matter where liability may not as a matter of law be excluded or limited.
- 5.15** Paysafe Payment Solutions Limited (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 result 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.