

Net+ Virtual Mastercard® “Spend 10 Get 10” 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.

From October 12 2023 up until November 12 2023, NETELLER is giving the opportunity to the first 20,000 NETELLER Account holders to be refunded a fixed amount of USD \$10,00 when you spend USD \$10,00 or more* (“Refund”) on every amount you spend on Qualifying Transactions made when using your Net+ Virtual Prepaid Mastercard® or Net+ Virtual Mastercard®** (“Card”) within the Promotion Period.

**The Refund for each Participant is capped at a maximum amount of USD \$10,00 in the aggregate for all Qualifying Transactions using your virtual Net+ Mastercard during the Promotion Period. For the purpose of this Promotion the Refund shall be calculated over the total amount of all Qualifying Transactions that have been made with a virtual Net+ Mastercard® during the Promotion Period.*

*** The Net+ Mastercard® and The Net+ Virtual Mastercard® is a credit card issued by Pomelo Instituição de Pagamento LTDA, pursuant to license by Mastercard International.*

1.1 NETELLER shall transfer the Refund to Participants that are eligible to receive a Refund directly into their NETELLER Account as an in-account credit by November 27 2023 23.59GMT for all Participants that have made Qualifying Transactions and have met all the Eligibility Criteria up until November 12 2023 without further notice or request to respective Participants. NETELLER reserves the right to extend the payment term for all eligible Participants until December 11 2023 23.59GMT at latest, if in its sole discretion it is required to do so.

1.2 This Promotion is available only to Net+ Virtual Mastercard cardholders, as per the Pomelo Cardholder Terms and Conditions prior to or during the Promotion Period.

1.3 Participants can earn a maximum of USD \$10,00 Refund upon making Qualifying Transactions and meeting all the Eligibility Criteria during the Promotion Period. The maximum value of the Refund awarded for (or currency equivalent) all Qualifying Transaction made during the Promotion Period is limited to USD \$10,00 (or currency equivalent).

2. Promotion Period

3. The Promotion is for a limited period only from October 12 2023 00.01GMT to November 12 23.59GMT (“Promotion Period”).

4. Eligibility Criteria

In order to participate in this Promotion, you must meet all the criteria defined and set out below:

- a) the Participant must have applied for and have activated their Card issued in their name in accordance with the Pomelo Cardholder Terms and Conditions during or prior to the Promotion Period;
- b) not use your Card for commercial purposes as a business;
- c) not be an employee or an immediate family member of employee of Paysafe Financial Services Limited or any other Paysafe group company. For avoidance of doubt, an “employee” includes contractors and secondees and 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;
- d) not be a service provider or a direct family member of a service provider to any of the Paysafe group companies;
- e) be at least 18 years of age; and
- f) not reside or be located in any country where this Promotion might be considered illegal and/or prohibited, and
- g) not have your Account registered and used in any country where this Promotion might be considered illegal and/or prohibited. You can only take part in this Promotion if you have received the Invitation Email.

The above mentioned are collectively referred to as the “**Eligibility Criteria**”. For the purposes of this Promotion a participant is a Net+ Virtual Prepaid Mastercard cardholders as per the [NETELLER Terms of Use](#) or a Net+ Virtual Mastercard cardholders as per the Pomelo Cardholder Terms and Conditions that meets all of the Eligibility Criteria (“**Participant**”).

Except as otherwise expressly set forth herein, the current Promotion Terms and Conditions shall be read together and interpreted with the [NETELLER Terms of Use](#).

5. Qualifying Transaction

5.1 For the purpose of this Promotion Qualifying Transactions are successful transactions using your Card online with a merchant that accepts Mastercard® for the purchase of goods and services.

5.2 The following transactions shall not be considered Qualifying Transactions for the purpose of this Promotion:

- a) Uploads to, withdrawals from, your NETELLER Account, including ATM (automated teller machine) cash withdrawals from your Card;
- b) Transactions between linked Accounts with NETELLER;
- c) Transfers from your NETELLER Account to your Skrill Account or vice versa;
- d) Person-to-Person payment transactions through your NETELLER Account;
- e) Transactions for utilities such as Electric, Gas, Heating Oil, Sanitary or Water services;
- f) Transactions for money or wire transfers;
- g) Transactions for Merchandise and Services from Financial Institutions. Such merchandise and services may include checks and other financial products, promotional merchandise, loan fees, and financial counselling service fees;
- h) Transactions for Quasi Cash services from Financial institutions, purchase of travellers cheques, foreign currency, or money orders, or transactions to open or fund a deposit account at a financial institution;
- i) Transactions for a manual (“over-the-counter”) cash disbursement, transactions for opening or funding a deposit account at a financial institution, or to purchase travellers cheques, foreign currency, money orders, precious metals, or savings bonds at a financial institution;
- j) Transactions for buying, selling, and brokering securities, stocks, bonds, commodities, and mutual funds.
- k) Transactions for all types of personal or business insurance policies, including automobile, life, health, hospital, medical and dental, homeowners and renters, real estate title, pet health, flood, fire, or earthquake insurance policies;
- l) Transactions for rental and management of residential and commercial properties, such as real estate agents, brokers, and managers, and apartment rental services. Such fees may include management fees, real estate rental commissions, and real estate rental payments.
- m) Transactions for transferring funds to a Mastercard account.
- n) Transactions for payment services where: i) funds are delivered or made available to a person other than the cardholder, ii) funds are loaded into a money account, iii) funds are loaded onto a stored value or prepaid card;
- o) Transactions for payment of fines, transactions to government entities that administer and process local, state, and federal fines and penalties, motor vehicle violations, and community or property assessed fines;
- p) Transactions for tax payments, or to any Local, state, and federal entities that engage in financial administration and taxation, including the collection of taxes and penalties and the custody and disbursement of funds. Such merchants include property tax assessors’ offices, customs bureaus, and state tax commissions;
- q) Transactions for any government services;

- 5.3 We reserve the right to disregard any Qualifying Transactions for this Promotion that they, in our 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 Qualifying Transactions or transactions that are not for the personal benefit of the cardholder.

6. Privacy and Intellectual Property

- a) The processing of Participants data is governed by the Paysafe Group Limited's Privacy Policy which can be found on NETELLER's website (<https://www.neteller.com/en/policies/privacy>). Additional information may be required by NETELLER to verify compliance with these Promotion Terms & Conditions. Participants agree that certain of their personal information (first name, surname initial and country location) may be published on various Paysafe Group marketing channels including but not limited to our websites, emails, and social media pages.
- b) For the purposes of the Promotion Participants grant NETELLER and its affiliates a non-exclusive, worldwide, royalty-free, non-transferrable, irrevocable license to copy, use and display any logo, trademark, trade name or other intellectual property (where applicable) which may be published on various Paysafe Group marketing channels including but not limited to our websites, emails, and social media pages.

7. Confidentiality

- a. Confidential Information means any information which is marked as "Confidential" or should be reasonably expected to be confidential having regard to the context of disclosure or the nature of the information; including, without prejudice to the generality of the foregoing, business plans, data, strategies, methods, customer and client lists, technical specifications, transaction data and customer data shall be deemed confidential.
- b. During the Promotion Period 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.
- c. 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 7 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.

8. Legal Recourse

- a) If This promotion is brought to You by Paysafe Financial Services Limited, a company registered in England, with company number 04478861, whose registered office is at 1st floor, 2 Gresham Street, London, EC2V 7AD, United Kingdom ("PFSL") authorised and regulated by the Financial Conduct Authority ("FCA") pursuant to the European Communities (Electronic Money) Regulations 2011 (as amended) for the issuance of electronic money and provision of associated payment services (FCA FRN 900015) (NETELLER is trading as Paysafe, Skrill, Rapid Transfer and NETELLER Money Transfer).
- b) By entering this Promotion, you agreed to these Promotion Terms and Conditions.
- c) The present Promotion does not apply to residents of countries where this Promotion might be considered illegal and/or prohibited.
- d) 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.
- e) NETELLER reserves the right to remove any Participant from this Promotion where NETELLER has reason to believe a Participant has breached or tried to breach these Promotion Terms and Conditions or the NETELLER Account terms of use (as applicable), or attempted to circumvent any security or operational procedures.
- f) All decisions by NETELLER are final and binding and no further correspondence may be entered into.
- g) 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.

- h) 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 you and us, 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.
- i) 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.
- j) Insofar as is permitted by law, 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 NETELLER's negligence, for fraud or for any other matter where liability may not as a matter of law be excluded or limited.
- k) 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.

9. Contact Us

If you have any questions about this Promotional offer or our services in general, you can contact us at any time by sending a message to Customer Service via the "Email Support" facility on our Website or by calling +44 203 308 2520.