

PAYSAFE AFFILIATES PROGRAMME
TERMS AND CONDITIONS

These Paysafe Affiliates Programme Terms and Conditions (“**Terms and Conditions**”) constitute an agreement between you (“**you**” or the “**Affiliate**”) and **paysafecard.com Wertkarten Vertriebs GmbH**, a company incorporated in Austria with company number FN 200580 x, whose registered office is at Am Euro Platz 2, A-1120 Vienna, Austria (“**Paysafe**”) and **Prepaid Services Company Limited**, a company incorporated in United Kindgom with company number 05761861, 25 Canada Square, London, E14 5LQ, United Kingdom a part of the Paysafe Group, whose affiliates (“**Paysafe Entity**”, plural “**Paysafe Entities**”) offer various payment services.

To participate in the Paysafe Affiliates Programme (“**Paysafe Affiliates Programme**”, or “**Affiliate Programme**”) you must comply with these Terms and Conditions at all times. BY CHECKING THE BOX "TERMS AND CONDITIONS" BEFORE PROCEEDING WITH YOUR APPLICATION YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT CHECK THE BOX AND DO NOT APPLY TO PARTICIPATE IN THE PAYSAFE AFFILIATES PROGRAMME.

1. Definitions and Interpretation

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

Affiliate is the Entity or Customer Account holder participating in Paysafe Affiliates Programme as set forth in clause 2.1 hereof.

Affiliate Account means an account established between Affiliate and Paysafe facilitated through Income Access, pursuant to which Affiliate shall receive a username, account number/ID and log-in credentials (separate and apart from your Customer Account), that Referred Accounts shall be linked to.

Affiliate Marketing Policy has the meaning set forth in clause 5 hereof.

Affiliate Relatives means: (i) where Affiliate is a legal entity, any affiliate, director, officer, shareholder or employee of Affiliate; or (ii) where Affiliate is a natural person, a spouse, common law partner, civil partner, child, stepchild, sibling, parent, parents-in-law, aunt, uncle, cousin or grandparent of Affiliate.

Applicable Laws and Regulations means any law, statute, rule, regulation, order, circular, decree, directive, judgment, decision or other similar mandate of any applicable central, national, state or local governmental authority having competent jurisdiction over, or application, to the Party, a Referred Customer, or subject matter in question.

Business Day means any day other than Saturdays, Sundays or any public holiday on which banks are closed in the relevant country.

Commission means the commission payable by Paysafe to Affiliate for the referral of New Customers to the Paysafe Services to in accordance with clause 4 (Commission) hereof.

Confidential Information means (i) these Terms and Conditions; (ii) each Party's trade secrets, business plans, strategies, methods and/or practices; and (iii) any other information relating to a Party or its business that is not generally known to the public, including but not limited to: information about a Party's personnel; products; customers; marketing strategies; services; future business plans; commissions, fee and/or deal structures; as well as any other benefits provided by Paysafe. Notwithstanding the foregoing, Confidential Information specifically excludes (A) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other Party; (B) information that is known to a Party without restriction, prior to receipt from the other Party under these Terms and Conditions, from its own independent sources as evidenced by such Party's written records, and which was not acquired, directly or indirectly, from the other Party; (C) information that a Party receives from any third Party reasonably known by such receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (D) information independently developed by a Party's employees or affiliates provided that a Party can show that those same employees or affiliates had no access to the Confidential Information received hereunder.

Customer Account means the electronic money account – myPaysafe/Skrill/NETELLER account registered in the name of a customer with a Paysafe Entity.

Entity means any corporation, general or limited partnership, limited liability company, limited liability partnership, joint venture, estate, trust, association, organization, governmental body, or other similar type entity or body.

Fee Revenue means the net transaction fees charged to a Paysafe Merchant for the receipt of payments from Referred Accounts excluding transaction fees in relation to payments made using, foreign exchange fees, rebates, cash bonuses, reversal costs, chargeback costs, administration fees, country surcharge fees and any other applicable fees as agreed between Paysafe or Paysafe Entity and the Merchant.

Income Access means EcomAccess Inc., a company incorporated and registered under the laws of Quebec, Canada, having its registered office at 3500 de Maisonneuve Blvd. West, 2 Place Alexis-Nihon, Suite 700, Westmount Québec H3Z 3C1 Canada wholly owned subsidiary of Paysafe Group Limited and part of Paysafe Group.

Intellectual Property means any patents, trademarks, copyrights, design rights (whether registrable or not), logos, copyright, trade, business and domain names, moral rights, know-how, trade secrets, rights in databases, rights in computer software and any other similar rights or obligations whether registrable or not (and including all applications and renewals or extensions of such rights) in any country.

New Customer means a customer who, at the time of the referral by Affiliate to Paysafe in accordance with clause 3 hereof, does not have an existing myPasafe/paysafecard Customer Account.

Paysafe Merchant means an individual, a body corporate, an association, a partnership, a trust or any other entity or organization that has signed a merchant agreement with Paysafe Entity, to accept online payments from myPaysafe account from Customers for goods and services.

Paysafe Services means services provided by Paysafe Entity in regard to the myPaysafe account which includes (but is not limited to) the issuance of electronic money and related payment processing services for the purpose of the Customer Account in accordance with the applicable terms of use which govern the Customer Account.

Prohibited Activities means the activities set out in clause 6 or any other activities communicated by Paysafe from time to time.

Proprietary Material has the meaning set out in clause 8 hereof.

Referred Account means the Customer Account of a New Customer that has been linked to the Affiliate Account for the purposes of generating a Commission.

Referral Link means a link or a tracking code provided to the Affiliate by Paysafe through an Affiliate Account for the purposes of allowing prospective New Customers to apply for a Customer Account(s).

Referred Customer means a New Customer who was referred by an Affiliate to use the Paysafe Services using the link provided in Affiliate's Approved Media and has successfully registered a Referred Account in accordance with the applicable terms of use which govern the Referred Account.

Regulatory Authority means any national, regional, state or local government or governmental agency or subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions.

Terms of Use means any terms of use regulating rights and obligations of the parties in relation to products of Paysafe or Paysafe Entity.

2. Eligibility

2.1 The Paysafe Affiliates Programme allows Affiliates to generate Commissions through the referral of New Customers to Paysafe. To participate in the Paysafe Affiliates Programme, you must:

- (a) be an active Customer Account Holder;
- (b) complete full account verification and due diligence process according to Paysafe Group policies as per the instructions given by Paysafe;
- (c) accept and follow those Terms and Conditions;
- (d) establish and maintain an Affiliate Account in your name and in good standing;
- (e) not use your account for commercial purposes other than generating Commission; and
- (f) not be a Paysafe Merchant, nor payment gateway provider, who refers new Paysafe Merchants to Paysafe or Paysafe Entity ("Payment Gateway Provider"), nor aggregator who offers online payment processing facilities to companies that use their website to offer their services and who have a business relationship with those companies for that purpose ("Aggregator").

The above are collectively referred to as eligibility criteria (“**Eligibility Criteria**”).

2.2 Paysafe partners with Income Access for purposes of tracking Commissions payable to Affiliates pursuant to clause 4 hereof. Upon your approval as an Affiliate by Paysafe, you will be required to establish an Affiliate Account that will be powered by Income Access. Your Affiliate Account will allow you to obtain materials that you may use for the purposes of promoting the Paysafe Services or the Paysafe Affiliates Programme under these Terms and Conditions, track your Referred Accounts and calculate the Commissions earned by you under these Terms and Conditions. More information about Income Access may be found at <https://incomeaccess.com/>.

2.3 Your Affiliate Account shall become active and these Terms and Conditions shall become effective and binding for the particular Affiliate and Paysafe on the date (the “**Effective Date**”) that Paysafe sends to you an email confirming your acceptance into the Paysafe Affiliates Programme and providing you with instructions on how to log into your Affiliate Account.

3. Referrals

3.1 Referred Accounts. Subject to these Terms and Conditions, Affiliate may acquire Referred Accounts as follows:

- (a) Affiliate is authorized to promote and recommend the Paysafe Services to prospective New Customers, and encourage such prospective New Customers to apply for a myPaysafe Customer Account by following the Referral Link on any website or other online portal operated by Affiliate.
- (b) Affiliate acknowledges and agrees that Paysafe may, in its sole discretion, accept, decline, suspend or terminate any prospective New Customer referred by Affiliate hereunder. Further, Affiliate agrees and acknowledges that Paysafe may, in its sole but reasonable discretion, discontinue the participation of a Referred Customer as part of the Paysafe Affiliates Programme and stop paying Commission to Affiliates for the transactions authorized by the said Referred Customer.
- (c) Upon Paysafe’s approval, the Referred Customer’s Account shall become a Referred Account of Affiliate, thereby making Affiliate eligible to receive Commissions related to such approved Referred Account pursuant to the terms of clause 4 hereof. For the avoidance of doubt, unless otherwise agreed by Paysafe in writing, each Referred Customer shall only have one Referred Account, which is the New Customer account. Any accounts subsequently opened by Referred Customer will not be considered Referred Accounts.
- (d) The registration by any such New Customer after the expiration and/or deletion of the tracking cookie from the browser shall prevent such participant from being deemed a Referred Customer of Affiliate and prevent Affiliate from earning any Commissions from such participant’s subsequent transaction activities.

3.3 Status of Referred Accounts.

Affiliate acknowledges and agrees that Affiliate will in no way be responsible for, have any ownership interest in, or be a party to any agreement between Paysafe and any Referred Customer. Further, except as set forth herein, Paysafe shall have no obligation to share with Affiliate any details or

information related to any such Referred. Affiliate shall not refer Affiliate Relatives to Paysafe and the Paysafe Affiliates Programme and Paysafe shall not be liable to pay Commission to Affiliate in relation to Affiliate Relatives. If any Referred Customers become Affiliate Relatives, Affiliate shall notify Paysafe immediately and Paysafe shall cease paying Commission in respect of the Affiliate Relative with immediate effect. Any Affiliate's own Customer Accounts shall not be regarded as a Referred Customer Account and any transactions processed through any of the Affiliate's own accounts shall be excluded from the calculation of the Commission.

4. Commission

4.1 In consideration of the services rendered under these Terms and Conditions, Paysafe shall pay Affiliate the following Commission:

- a) 20% of Fee Revenue earned from Referred Accounts. No Commission will be payable by Paysafe to Affiliate in relation to other Customer Accounts held by Referred Customer other than the sole designated Referred Account according to clause 3.
- b) 10% of the commission paid to any Sub-Affiliate in relation to the Paysafe Affiliates Programme.

4.2 Commissionable transactions shall be any transactions in which a Referred Account transfers funds to a Paysafe Merchant using the Paysafe Services for which a fee revenue is generated for Paysafe or Paysafe Entity. Paysafe reserves the right to establish maximum limits on Commissions payable to Affiliate with respect to any Referred Customer, or with respect to the Paysafe Affiliates Programme, as may be required from time to time to comply with any Applicable Laws and Regulations.

4.3 Notwithstanding any provision in these Terms and Conditions to the contrary, Paysafe reserves the right to change the applicable Commission rates set forth in clause 4.1, or to terminate Affiliate's right to receive Commissions entirely under these Terms and Conditions, upon not less than thirty (30) days' prior notice to the Affiliate. For the avoidance of doubt, you acknowledge and agree that Paysafe may reduce or eliminate the Commissions you are entitled to receive with respect to any Referred Customers, even those approved by Paysafe prior to the date of any such change or elimination hereunder. Parties further agree that Paysafe may set-off any Commission(s) against any Commission paid or due to Affiliate that have been erroneously overpaid by Paysafe due to a technical malfunction or human error.

4.4 Paysafe, in its absolute discretion, may immediately and without notice stop paying Commission in respect of a Referred Customer and reclaim or set-off Commission payments against any Commission paid or due to Affiliate in respect of the relevant Referred Customer where Paysafe has reasonable grounds to believe the Referred Customer concerned:

- (a) had a Customer Account or Affiliate Account (either through their direct relationship with Paysafe or through another third-party) at the time of the referral by Affiliate;
- (b) was an Affiliate Relative at the time of referral or subsequently becomes an Affiliate Relative;

(c) performs or attempts to perform a Prohibited Activity, breach of the Affiliate Marketing Policy and/or Prohibited Transactions as per the Paysafe Affiliates Terms and Conditions and/or the any other Terms of Use accepted by the Referred Customer;

(d) violates these Terms and Conditions;

(e) violates any Applicable Laws and Regulations;

(f) violates this Terms and Conditions, the Paysafe Affiliates Terms and Conditions and/or the myPaysafe Terms and Conditions or any other Terms and Conditions of any Paysafe accepted by the Referred Customer; or

(g) is engaged in any act of fraud or willful misconduct in relation to such Referred Account participation in any Paysafe programme.

4.5 Paysafe will pay Commission within thirty (30) days (or in such other frequency as determined by Paysafe) following the end of the calendar month for which Commission is due and payable. Commission in respect of Referred Customers shall be paid to the Affiliate's Skrill or NETELLER Customer Account. If Affiliate's Skrill or NETELLER Customer Account is closed and/or suspended (whether permanently or temporarily) for any reason, Paysafe will be unable to pay the Commissions to Affiliate. It is Affiliate's responsibility to ensure that Affiliate's Skrill or NETELLER Customer Account(s) remains open and active. Paysafe shall not be liable to Affiliate for any losses or damages incurred by Affiliate due to the Affiliate's Skrill or NETELLER Customer Account being closed and/or suspended. In case that Affiliate does not refer any New Customers for a period of twelve (12) months, the payment of the Commission shall be suspended until New Customer is referred to Paysafe Services by the Affiliate.

4.6 Paysafe reserves the right to refuse to pay Commissions to Affiliate if payment details in the Affiliate Account do not match the payment details in the Affiliate's Skrill or NETELLER Customer Account. In addition, Paysafe will complete payment of the Commission pay outs only if your Skrill or NETELLER Customer Account is in your personal name.

4.7 Notwithstanding any provision in this clause 4 to the contrary, if any month's Commission due and owing to Affiliate hereunder is less than five US dollar (US\$5.00), such month's Commission shall be rolled over into the next calendar month. A Commission will be then paid out in the first subsequent calendar month in which the cumulative Commission payable to Affiliate hereunder is equal to or greater than five US dollar (US\$5.00).

4.8 Paysafe may set off against Commissions otherwise owing to Affiliate for any sums that are due and owing to Paysafe by Affiliate or to any Paysafe Entities.

4.9 The Commission will be inclusive of VAT, if applicable, or other applicable sales or service tax. If Affiliate runs a business that is subject to VAT or a similar sales or service tax, then Affiliate shall issue to Paysafe, in a form and at intervals to be agreed between the Parties from time to time, a VAT invoice recognised by the relevant tax authority for the purpose of reclaiming the VAT paid on the Commission. The term "VAT" shall mean Value Added Tax or any equivalent sales tax in any relevant

jurisdiction. The Parties shall co-operate in good faith to give effect to an efficient tax treatment of the supplies and the payments of consideration contemplated hereunder.

4.10 Paysafe shall not be responsible for any taxes, duties, assessments, fines, levies or other amounts payable by Affiliate to any governmental or regulatory authority arising out of these Terms and Conditions. Affiliate is responsible for reporting and paying any taxes, duties, assessments, fines, levies or other amounts payable or reportable in relation to Commissions earned through the Paysafe Affiliates Programme.

4.11 Affiliate may obtain Commission reports by logging onto the Affiliate Account. The Affiliate shall generate the invoice based on those Commission reports. Affiliate must promptly and carefully review all Commission reports on a regular basis and notify Paysafe of any errors or discrepancies. Any calculation by Paysafe of the monthly Commission amount due and owing to Affiliate that is not objected to by Affiliate within thirty (30) days of the date such calculation has been received shall be deemed final and binding on Affiliate. If Affiliate objects to any Commission payment amount within such 30-day period, Paysafe shall use commercially reasonable efforts to investigate and resolve any errors or discrepancies and pay any outstanding Commissions due and owing to Affiliate. Thereafter Paysafe shall be under no obligation to investigate any claims related to the amount of the Commission and, to the extent permitted by law, Affiliate hereby releases and discharges Paysafe from any and all liability with respect to paying any unpaid Commission that may otherwise have been payable to Affiliate. Affiliate hereby agrees not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against Paysafe any action, suit or other proceeding concerning any such released claims.

4.12 Paysafe reserves the right to exclude certain Paysafe Merchants and Paysafe Merchant transactions (“**Excluded Merchant Transactions**”) for such periods of time as Paysafe deems appropriate in its own discretion upon not less than 30 days’ prior written notification to Affiliates. Excluded Merchant Transactions shall not be eligible to generate any Commission(s).

5. Paysafe Affiliate Marketing Policy

5.1 Affiliate must read and understand the Paysafe Affiliate Marketing Policy set forth in this clause 5 (the “**Affiliate Marketing Policy**”). Affiliate is independently responsible for complying with the Affiliate Marketing Policy below throughout your participation in the Paysafe Affiliates Programme.

5.2 **Marketing Prohibitions.** Affiliate must at all times co-operate with Paysafe to promote the Paysafe Services, and is prohibited from engaging in any of the following activities while participating in the Paysafe Affiliates Programme:

- a) Affiliate shall not disparage or portray Paysafe or any Paysafe Entities in any way that may have an adverse impact on their reputation;
- b) Affiliate shall not, without Paysafe’s prior written consent and, where applicable, the prior written consent of the intended recipient, engage in the distribution of any bulk emails (spam) in any way mentioning or referencing Paysafe, the Paysafe Services or using the Proprietary Materials.

Furthermore, Affiliate is responsible for ensuring that their communications practices comply with all Applicable Laws and Regulations;

c) Affiliate shall ensure that any third party associated with the Affiliate who is performing services in connection with these Terms and Conditions – upon a written consent of Paysafe – does so only on the basis of a written contract which imposes on such person(s) terms and conditions not less stringent than these Terms and Conditions. Affiliate shall be held directly liable to Paysafe for any acts or omissions of such third parties in breach of any covenants of these Terms and Conditions;

d) Affiliate shall not carry out any promotion abuse or fraudulent activity and shall ensure that no Referred Customers carry out any promotion abuse or fraudulent activity, Affiliate shall immediately notify Paysafe if Affiliate becomes aware of any such activity. For purposes of these Terms and Conditions, “promotion abuse” shall include, but not be limited to, any of the following:

(i) any action and/or attempt to create and operate multiple accounts that are registered in the name of any single Referred Customer and/or any other user’s identity;

(ii) any action and/or attempt to create any mechanism designed to artificially or automatically generate sign ups of Referred Accounts, including but not limited to submission of any counterfeit, forged, imitated and/or altered document for the purpose thereof; and

(iii) any actions and/or attempts that are in breach of any promotion or referral program operated by Paysafe or any of Paysafe’s Affiliates or Paysafe Merchants;

(e) Affiliate shall not pay or promise to pay any monies, cashback or any other financial compensation that is designed to incentivize potential Referred Customers (i) when promoting and referring the Paysafe Services; (ii) when promoting the Paysafe Affiliates Programme; or (iii) based on the volume of transactions to be processed by potential Referred Customers.

(f) Affiliates Accounts and their Referred Customers which have been suspended or terminated by Paysafe at any point of time due to reasonable suspicions of fraud or fraudulent activity shall be held liable for the actions and omissions of said Referred Customers. Paysafe shall be entitled to use the following remedies, including but not limited to:

(i) cease paying or decrease the Affiliate’s Commission for such Referred Customers with immediate effect;

(ii) request removal of Referral Link(s) or tracking parameters associated with the fraudulent activity from any Approved Media;

(iii) temporarily suspend the Affiliate’s Account or impose country restrictions on Affiliates with immediate effect until further notice;

(iv) immediately withdraw any benefits provided as goodwill gestures by Paysafe, including but not limited to Proprietary Materials, special offerings etc.; or

(v) terminate the Affiliate Account with immediate effect.

(g) Affiliate shall not offer, promote or market the Paysafe Affiliates Programme or the Paysafe Services in countries where Paysafe:

(i) is prohibited or restricted from offering payment processing services; or

(ii) informs Affiliate not to promote the Paysafe Affiliates Programme and/or Paysafe Services.

A list of prohibited countries is available upon request.

6. Prohibited Activities

6.1 Affiliate shall not, and shall ensure that Referred Customers do not perform any of the following activities:

(a) open or operate multiple Customer Accounts without the prior written consent of Paysafe;

(b) register a Customer Account on behalf of another person;

(c) offer incentives or rewards to New Customers to encourage them to apply for a Customer Account or Affiliate Account;

(d) create or employ any mechanism designed to artificially or automatically generate sign-ups to the Paysafe Services or Paysafe Affiliates Programme;

(e) take any action designed to or which is likely to induce, encourage or cause any Referred Customer, Affiliate to modify his or her existing terms with Paysafe or to terminate his or her existing relationship with Paysafe for any purpose, including for the purpose of re-registering such Referred Customer or Affiliate so as generate additional Commissions for the benefit of Affiliate;

(f) engage in any activity or take any action designed or likely to cause or encourage Referred Customers to make any false and/or artificial deposit with any Paysafe Merchant for the sole purpose of generating Commissions;

(g) use counterfeit, forged, imitated, stolen or otherwise altered identification documents;

(h) cause, endorse, advise or approve any type of practice that enables itself, Referred Customers to breach or circumvent any of Paysafe's security or verification or other compliance procedures, which includes, but is not limited to making fraudulent or abusive transactions, and opening multiple accounts in breach of these Terms and Conditions, as well as any other Terms of Use;

(i) use or create any material that is sexually explicit, offensive, profane, hateful, threatening, harmful, graphically violent, defamatory, libellous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, or physical disability);

(j) make or knowingly benefit from transactions which Paysafe in its sole discretion deems to be suspicious, unauthorized, fraudulent or malicious including without limitation transactions that relate to money laundering, terrorism financing, fraud or other illegal activities;

(k) violate the Affiliate Marketing Policy;

(l) conclude a merchant agreement with Paysafe Entity in order to become a Paysafe Merchant, nor a contract with Payment Service Provider, nor a contract with Aggregator without the prior written consent of Paysafe or conduct commercial activity that is not in line with promoting the Paysafe Services or Paysafe Affiliates Programme; or

(m) conduct any commercial activity that is in breach these Terms and Conditions or any relevant Terms of Use; that is not compliant with the intended product use, among which is to promote Paysafe Services as a payment method for certain categories of business without our explicit approval 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, cryptocurrency exchanges and purchase of travel money or any other business category published in an acceptable use policy on the Paysafe websites from time to time. In case you are in doubt whether a business falls under any of the categories, you must contact us to verify. We reserve the right in our sole discretion, to add business categories requiring approval by adding such categories to the applicable Terms and Conditions or an acceptable use policy published on the Paysafe websites.

6.2 Affiliate shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions without the prior written consent of Paysafe.

6.3 Paysafe may terminate with immediate effect any Affiliate's relationship under these Terms and Conditions with immediate effect where Paysafe has detected, in its sole but reasonable consideration, abuse of these Terms and Conditions.

7. Warranties

7.1 Affiliate warrants, represents and undertakes to Paysafe that:

(a) all of the information Affiliate has provided to Paysafe at any time is and shall be true, accurate and complete in all respects;

(b) it shall comply with all Applicable Laws and Regulations, licenses, regulations and codes of conduct (including, without limitation, the [Paysafe Partner Code](#)) applicable to the promotion and marketing of the Paysafe Services and Paysafe Affiliates Programme;

(c) it shall comply, and shall ensure the compliance of each of its Referred Customers with these Terms and Conditions;

(d) it will co-operate with Paysafe and/or Paysafe Entities to investigate any suspected illegal, abusive, or fraudulent activity;

(e) these Terms and Conditions have been duly and validly authorized by Affiliate and constitutes Affiliate's legal, valid and binding obligation, enforceable in accordance with these Terms and Conditions;

(f) the performance under these Terms and Conditions by Affiliate is not subject to the jurisdiction, approval, notification of or consent of any Regulatory Authority, or of any other person or entity; and will not result in any breach of any obligation Affiliate may have to any third party;

(g) it shall make no representations or warranties regarding Paysafe Services or the Paysafe Affiliates Programme, other than as expressly authorized in writing by Paysafe, nor shall Affiliate have the authority to accept orders or make contracts on behalf of Paysafe;

7.2 Without prejudice to clause 7.1 hereof, Affiliate shall notify Paysafe upfront in the event Affiliate acquires, is acquired by or merges with another existing Affiliate or its business or if the Affiliate or its business is acquired by a third party that is not part of the Paysafe Affiliates Programme. In all such instances Paysafe reserves the right, in its sole discretion to:

(a) decline any such the third-party's application to join the Paysafe Affiliates Programme;

(b) vary the Commission rate; or

(c) stop paying Commission under these Terms and Conditions.

8. Licenses and Use of Proprietary Materials

8.1 For the duration and strictly for the purposes of these Terms and Conditions, Paysafe hereby grants to Affiliate, a revocable, non-exclusive, non-transferrable, right to use, copy and distribute the Paysafe's or Paysafe Entities' trademarks, trade names, URLs and/or designated landing pages, logos, banners and any other marketing materials provided by Paysafe directly to Affiliate from time to time (the "**Proprietary Material**").

8.2 Paysafe reserves the right to revoke Affiliate's license granted under clause 8.1 at any time and at its sole but reasonable discretion.

8.3 Affiliate warrants, represents and undertakes to Paysafe that:

(a) Affiliate may use and/or display the Proprietary Material on the websites (that do not contain any intellectual property rights owned by other Paysafe Entity), webpages, mobile platforms or applications, and offline media platforms (including, but not limited to, classified ads, magazines and newspapers) unless Paysafe instructs Affiliate to delete Proprietary Material fully or partially (the "**Approved Media**"). Affiliate may only use the Proprietary Materials for the purposes of promotion of the Paysafe Services or Paysafe Affiliates Programme in accordance with these Terms and Conditions;

(b) Affiliate may use social media sites (including but not limited to Facebook, LinkedIn, Twitter and Instagram) to display the Proprietary Materials or promote the Paysafe Services or paysafecard Affiliates Programme, unless otherwise instructed by Paysafe;

(c) Affiliate shall not use and/or display the Proprietary Material in any manner that is inappropriate or that is in any way detrimental to Paysafe;

(d) Affiliate will not alter, add to, subtract from, or otherwise modify the Proprietary Materials including proportions, colours, elements, morph or otherwise distort the Proprietary Materials perspective or appearance;

(e) Affiliate shall not bid on any keyword or on any pay per click search engines where such keyword contain Proprietary Materials or other Intellectual Property owned by Paysafe (or its licensor's) or any variation or misspelling of the same. Further, Affiliate shall not bid on any word or term that is confusingly similar to the Proprietary Materials or other Intellectual Property owned by Paysafe (or its licensor(s));

(f) Affiliate shall not use Paysafe's (or any Paysafe Entity) name, trademarks, logos, trade names, business name, or the names of any of the services and/or products (or any name, trademarks, logos, trade name, or business name that is confusingly similar to the foregoing) in its corporate name, trade name, e-mail address, social media network account names or domain names. In addition, Affiliate shall not apply for or register any of the same in its own name; and

(g) Unless otherwise agreed in writing by Paysafe, Affiliate may not sell, resell, assign, license, sublicense or otherwise transfer rights to the Proprietary Materials, the Paysafe Services or any Confidential Information. If Affiliate makes any amendments, derivative works or improvements to the Proprietary Materials or other Intellectual Property belonging to Paysafe, Affiliate agrees that such modifications shall be owned by Paysafe. Affiliate hereby irrevocably assigns and transfers all such modifications to Paysafe and waives any moral rights therein.

8.4 Paysafe and/or Paysafe Entities and/or licensors own all right, title and interest, including all copyright, trademark and other Intellectual Property rights, in and to the Paysafe and Paysafe name and brand, the Proprietary Materials, the Paysafe Services and all components used in providing the Paysafe Services.

8.5 Nothing in these Terms and Conditions shall be construed to grant Affiliate ownership of any of the Proprietary Materials or any other Intellectual Property belonging to Paysafe. Affiliate shall not make any claim of ownership over any Proprietary Materials or any other Intellectual Property which have been directly or indirectly provided or made available to Affiliate by Paysafe in connection with these Terms and Conditions.

8.6 Paysafe may in its discretion withdraw any consent provided in accordance with this clause 8 upon notice to Affiliate. Upon receipt of such notice, Affiliate will immediately (and, in any event, no later than 3 business days after Paysafe makes the request) cease such promotion of the Paysafe Services, or use or display of Proprietary Materials, or other Paysafe (or any Paysafe associate company) logos or marks, etc., as the case may be. Additionally, Affiliate shall procure the removal from any third-party websites, communication channels and emails etc. as the case may be as instructed by Paysafe.

8.7 Paysafe reserves the right at any time without notice to Affiliate to review the Approved Media and any other forms of communication, media and websites to ensure that Affiliate is complying with these Terms and Conditions and any other applicable Terms and Conditions. Paysafe reserves the

right to give further instructions at any time to the Affiliate in order to change or remove any content in relation to Paysafe, the Paysafe Services or this paysafecard Affiliates Programme.

9. Confidentiality

9.1 Each Party will use and reproduce the other Party's Confidential Information only for the purpose of performing their obligations under these Terms and Conditions and only to the extent necessary for such purpose and will restrict disclosure of the other Party's Confidential Information to its employees, consultants or independent contractors with a need to know and will not disclose the other Party's Confidential Information to any third party without the prior written approval of the other Party. Paysafe may also disclose Affiliate's Confidential Information to its any Paysafe Entities for the purpose of performing its obligations under these Terms and Conditions or to administer the Paysafe Affiliates Programme. Notwithstanding the foregoing, it will not be a breach of these Terms and Conditions for any Party to disclose Confidential Information of the other Party if required to do so by Applicable Law and Regulation, or in a judicial or other governmental investigation or proceeding.

9.2 The receiving Party agrees to return or destroy, and certify such destruction has been completed, the disclosing Party's Confidential Information upon termination or expiration of these Terms and Conditions or upon any request of the disclosing Party.

9.3 The Parties agree that if the receiving Party commits a breach, or threatens to commit a breach of the provisions of this clause 9, then the disclosing Party shall have the right to bring an action for injunctive relief or any other action at law or equity to specifically enforce the terms of this clause 9, it being acknowledged and agreed that any such breach or threatened breach could cause irreparable injury and that money damages may not provide an adequate remedy.

9.4 The Parties agree to ensure that their affiliated companies, as well as their respective representatives (including but not limited to a Party's employees and/or professional advisors) adhere to the abovementioned confidentiality undertaking.

9.5 Affiliate agrees that during the term of these Terms and Conditions and for a period of five (5) years thereafter, it will not, other than in connection with the performance of its obligations under these Terms and Conditions, use, reproduce or disclose any Confidential Information of Paysafe or any of Paysafe Entities or licensors, either directly or indirectly, to any person or entity without the prior written consent of Paysafe. In the event Affiliate is requested or becomes legally compelled to disclose any Confidential Information, it will provide to Paysafe prompt written notice of such fact so that Paysafe may seek a protective order or other appropriate remedy, and Affiliate agrees to reasonably cooperate with Paysafe in such efforts. Upon termination of these Terms and Conditions, for any reason, Affiliate will promptly return to Paysafe or destroy all Confidential Information of Paysafe in Affiliate's possession, custody or control, without keeping any copies thereof, and upon written request of Paysafe, provide to Paysafe written certification that such all such Confidential Information has been returned or destroyed in accordance with this clause 9.

9.6 Paysafe will treat all information of Affiliate that Paysafe may receive in connection with the Paysafe Affiliates Programme in accordance with the Paysafe Privacy Notice available

at <https://www.paysafe.com>, and will use such information of Affiliate exclusively for the purposes of performing Paysafe's obligations under these Terms and Conditions, to administer the Paysafe Affiliates Programme, and/or to perform the Paysafe Services. Notwithstanding the foregoing, Paysafe may disclose any information of Affiliate if required to do so by Applicable Laws and Regulations.

9.7 If a Party breaches, or threatens to breach, any of the provisions of this clause 9 in addition to any other rights the non-breaching Party may have, including a claim for damages, the non-breaching Party shall have the right to have the provisions of this clause 9, as applicable, specifically enforced, and breaching Party's breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by each Party), it being agreed that any breach of this clause 9 would cause irreparable harm to the non-breaching Party in that money damages would not provide an adequate remedy.

10. Liability and Indemnities

10.1 Neither Party shall be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any punitive, exemplary, indirect or consequential loss or damages of any kind in connection with or arising out of these Terms and Conditions.

10.2 Neither Party shall be liable for any indirect loss of profit or loss of contract, loss of goodwill or reputation, loss of opportunity, loss of revenue or third party loss regardless of whether or not the same was foreseeable or had been brought to any Party's attention.

10.3 Subject to clauses 10.4 and 10.7, the aggregate liability of Paysafe in contract, tort, negligence or otherwise arising out of or in connection with these Terms and Conditions in any period of 6 months from the Effective Date or any anniversary thereof (each a "Contract Year") shall be limited to the lower of (i) 10,000 EUR or (ii) the total amount of Commission paid by Paysafe to Affiliate in the previous Contract Year (or, in the first Contract Year, the Commission received to date).

10.4 To the extent permitted by Applicable Laws and Regulations, nothing in these Terms and Conditions shall operate to exclude or restrict a Party's liability for the following:

- (a) fraud and fraudulent misrepresentation;
- (b) death or personal injury due to negligence;
- (c) willful and malicious misconduct;
- (d) damage to real or tangible personal property;
- (e) breach of clauses 7 (Warranties), 8 (Licenses and Use of Proprietary Materials), 9 (Confidentiality) and 14 (Compliance with Applicable Laws and Regulations).

10.5 Unless otherwise stated in these Terms and Conditions, neither Party shall be liable to the other Party for any liability arising out of its respective relationship with Referred Customers.

10.6 Neither Paysafe nor any Paysafe Entity, agents or subcontractors of Paysafe and/or Paysafe Entities shall be liable for any failure to perform its obligations under these Terms and Conditions to the extent that any such delay or failure is caused by any of the following:

- (a) any suspension or refusal to accept payments which Paysafe has reason to believe to be made fraudulently or without proper authorisation or pose a security risk;
- (b) any incorrect payment instructions received by Paysafe from Affiliate or a Referred Customer;
- (c) any interaction or seizure compelled by Applicable Laws and Regulations;
- (d) any failure, interruption, infiltration or corruption of any hardware, software or other telecommunications or data transmission system, as well as any data reporting issues resulting thereof; or
- (e) any other circumstance beyond Paysafe's reasonable control.

10.7 Affiliate shall indemnify and hold harmless Paysafe and Paysafe Entities, employees and directors, on demand, against any and all claims, losses, liabilities, costs, expenses, reputational damage, loss of business or other damages (including reasonable legal fees) arising, directly or indirectly, from any breach of clause 2, 3, 4, 5, 6, 7, 8 and 9 of these Terms and Conditions. Further Affiliate hereby agrees to defend, indemnify and hold harmless Paysafe and each of Paysafe Entities, and each of the foregoing's stockholders, officers, directors, partners, employees, agents, insurers, representatives, predecessors, successors and assigns, from and against all liabilities, losses, claims, damages, costs, and expenses (including reasonable attorneys' fees) whenever arising or incurred that are caused or are alleged to have been caused, directly or indirectly, by or as a result of: (a) any breach of any representation, warranty or covenant of Affiliate set forth in this agreement; (b) any act of fraud, willful or intentional misconduct or gross negligence committed by affiliate or any of its affiliated persons, or any of their respective employees or agents; (c) any claim by a third party (including any Paysafe Merchant or customer of Paysafe or a Paysafe Entity) related to Affiliate's participation in the Paysafe Affiliates Programme; and (d) any and all claims, actions, suits, proceedings, investigations, demands, assessments and judgments related or incident to any of the foregoing.

11. Term and Termination

11.1 These Terms and Conditions shall commence on the Effective Date.

11.2 The Affiliate may terminate their participation in the Paysafe Affiliates Programme at any time by contacting affiliate@paysafe.com. Paysafe may terminate these Terms and Conditions and your participation in the Paysafe Affiliates Programme without cause by giving you no less than thirty (30) days' prior written notice.

11.3 Paysafe reserves the right to close the Affiliate Account with immediate effect, if Paysafe has reasonable grounds to believe that the Affiliate has become inactive, whereas an Affiliate shall be considered inactive in any of the following instances (list is non-exhaustive):

(i) Affiliate has not generated any commissionable transactions within a period of not less than twelve (12) months; or

(ii) Affiliate Account has been terminated and/or suspended on any of the grounds listed in the any relevant Terms of Use for a period of not less than three (3) months.

Notwithstanding anything to the contrary herein, Paysafe may in its sole discretion re-activate the Affiliate Account subject to the Affiliate's compliance with the Eligibility Criteria and interest in re-joining the Paysafe Affiliates Programme.

11.4 Paysafe may terminate these Terms and Conditions with immediate effect and stop paying Commission if Affiliate breaches any provision of these Terms and Conditions.

11.5 Any Party may terminate these Terms and Conditions immediately by giving written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party files a petition for bankruptcy, becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors, or a receiver is appointed for the Defaulting Party or its business, or the Defaulting Party goes into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily.

12. Consequences of Termination

12.1 Without prejudice and subject to clause 12.2, upon termination of these Terms and Conditions or Affiliate's participation in the Paysafe Affiliates Programme, Paysafe shall pay all Commission owing to Affiliate up to the effective date of termination.

12.2 If these Terms and Conditions or Affiliate's participation in the Paysafe Affiliates Programme are terminated by Paysafe pursuant to clause 11.3 or 11.4, Paysafe shall stop paying Commission to Affiliate for all Referred Customers immediately upon termination.

12.3 The termination of these Terms and Conditions, however it arises, shall not affect any actual or contingent liabilities or claims of any Party hereto which accrue before these Terms and Conditions terminate.

12.4 On termination of these Terms and Conditions, Affiliate shall:

- (a) promptly return to Paysafe any material supplied to Affiliate by Paysafe;
- (b) cease to use any Confidential Information made available to it pursuant to clause 9; and
- (c) immediately cease using Proprietary Materials, and any Paysafe Intellectual Property which have been directly or indirectly provided or made available to Affiliate.

12.5 Any provision of these Terms and Conditions which imposes an obligation after termination or expiration of these Terms and Conditions shall survive the termination or expiration of these Terms and Conditions and if impracticable shall be applied *mutatis mutandis* after the termination.

13. Remedies

13.1 Without prejudice to the remedies under clauses 3 (Commission), 9 (Limitation of Liability) and 11 (Term and Termination), where Affiliate is in breach, or where Paysafe has reason to believe Affiliate is in breach of any term of these Terms and Conditions, Paysafe reserves the right to, at its sole discretion, carry out any and/or all of the following:

(a) Instruct Affiliate to immediately carry out any instructions issued by Paysafe including (without limitation) immediate suspension of such activities.

(b) Cease to pay Commission on Referred Accounts.

(c) Reduce the amount of Commission for Referred Accounts due and payable.

14. Compliance with Applicable Laws and Regulations

14.1 In performing their obligations under these Terms and Conditions, both Parties shall comply with all Applicable Laws and Regulations from time to time in force and Paysafe's Anti-Bribery and Corruption Policy.

14.2 The Parties have and shall maintain in place throughout the term of these Terms and Conditions their own policies and procedures to ensure compliance with the Applicable Laws and Regulations.

14.3 Affiliate shall promptly report to Paysafe any request or demand for any undue financial or other advantage of any kind received by Affiliate in connection with the performance of these Terms and Conditions.

14.4 Upon request by Paysafe, Affiliate shall certify to Paysafe in writing, that Affiliate and all persons associated with Affiliate under these Terms and Conditions are compliant with this clause 14.

14.5 Affiliate shall ensure that any person associated with Affiliate who is performing services in connection with these Terms and Conditions does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Affiliate under this clause 14. Affiliate shall be responsible for the observance and performance by such persons and shall be directly liable to Paysafe for any breach of this clause 14 by such persons.

15. Governing Law and Jurisdiction

These Terms and Conditions and any legal relationship between the Affiliate and Paysafe arising out of or in connection with the Paysafe Affiliates Programme shall be governed by and interpreted in accordance with the laws of Ireland. The Parties hereby irrevocably agree to submit to the exclusive jurisdiction of the courts of Ireland for the settlement of any claim, dispute or matter arising out of or in connection with these Terms and Conditions.

16. Entire agreement

These Terms and Conditions represent the entire agreement between the Parties in relation to its subject matter and shall replace and supersede all previous agreements, understandings, warranties and representations, either oral or written regarding the subject matter hereto. Each Party acknowledges that it has entered into these Terms and Conditions in reliance only on the representations, warranties, promises and terms contained in these Terms and Conditions and, save

as expressly set out in these Terms and Conditions, neither Party shall have any liability in respect of any other representation, warranty or promise made prior to the date of these Terms and Conditions unless it was made fraudulently.

17. Severability

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

18. Changes to these Terms and Conditions

18.1 Paysafe reserves the right to change, modify or amend these Terms and Conditions at any time upon providing at least 30 days' prior notification. Any such change, modification or amendment shall become effective as soon as the same is published on the [paysafecard Affiliate website](#). Your continued participation in the Paysafe Affiliates Programme after the effective date of such change, modification or amendment shall be deemed your acceptance thereof.

18.2 The applicable Terms of Use that govern the applicable Customer Account, as amended from time to time, are incorporated into and form part of these Terms and Conditions and apply to Affiliate and their Customer Account(s).

18.3 In the event of any inconsistency between any of the provisions of the applicable Terms of Use and these Terms and Conditions, to the extent of the inconsistency, these Terms and Conditions will prevail. Capitalised words have the same meaning as in the Terms of Use if not otherwise defined herein.

19. Relationship of the Parties

AFFILIATE AND PAYSAFE ARE INDEPENDENT CONTRACTORS UNDER THESE TERMS AND CONDITIONS AND NOTHING HEREIN WILL BE CONSTRUED TO CREATE A PARTNERSHIP, JOINT VENTURE OR AGENCY RELATIONSHIP BETWEEN THEM. NEITHER PARTY SHALL HAVE AUTHORITY TO ACT IN THE NAME OR ON BEHALF OF OR OTHERWISE TO BIND THE OTHER IN ANY WAY.

20. Representation of Authority

Each Party warrants and represents that it has and will maintain all the required rights and authority to enter into and to perform its obligations under these Terms and Conditions.

21. Third Party Rights

No person who is not a Party to these Terms and Conditions shall have rights to enforce any term of these Terms and Conditions.

22. Force majeure

Neither Party shall be under any liability if it is unable to perform its obligations due directly or indirectly to any event or circumstances beyond its reasonable control including, without limitation: an act failure or omission by Government, telecommunications operators or other competent

authority; war, military operations, or riot; difficulty, delay or failure in any machine, data processing system, manufacture, production; any act of God, inclement weather, failure or shortage or power supplies, flood, drought, lightning or fire; strike, lock-out, trade dispute or labour disturbance.

23. Waiver

Any waiver of a right under these Terms and Conditions shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future (subject to the provisions of Applicable Laws and Regulations).

24. Notices

Notices to Affiliate shall be sent to the primary email address registered to the Affiliate's Customer Account. Notices to Paysafe shall be sent to affiliate@paysafe.com. All Notices shall be deemed delivered 24 hours after the transmission is sent.

25. Language

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