

MARKETING TERMS AND CONDITIONS

Version: January 2024

1. General

- (a) These Marketing Campaign Terms and Conditions (“**Terms**”) apply to you our customer (referred throughout these Terms as (“**Customer**”, “**you**”, “**your**”) if you receive our services through Paysend CA Limited, Paysend EU DAC, Paysend Plc, and Paysend US LLC, (referred throughout these Terms as “**Paysend**”, “**our**”, “**we**”, “**us**”).
- (b) These Terms apply to you when you register with us and we open an account for you (“**Paysend Account**”) from which you can make money transfers (“**Global Transfer(s)**”), and you agree to receiving marketing communications from us. The Terms of Service as applicable to the jurisdiction in which you registered with us, explain in detail your marketing consent options, and we will only contact you about marketing communications if you do opt-in to receive these. You can opt-out of receiving marketing communications from us at any time, and by doing so, these Terms will not apply to you. By agreeing to receive marketing communications from us, you are agreeing to these Terms. If you do not agree with these Terms, you must not agree to receiving marketing communications from us. This means that we will not communicate with you about any promotions, and you will therefore not be eligible to take advantage of these promotions (solely as a result of us not being able to inform you of the same). The Terms form an integral part of your agreement with us together with our Terms of Service applicable to you. You can find the Terms of Service applicable to you here:
- If you registered with [Paysend EU DAC \(our EEA licensed entity\)](#)
 - If you registered with [Paysend Plc \(our UK licensed entity\)](#)

2. Promotions

- (a) We market and advertise our services by running marketing campaigns through a number of channels, and you may hear about these promotions through your communication preferences (ie: SMS, email, in-app notifications, push notifications).
- (b) Promotion Type:
The promotions we run are subject to their own specified conditions, and they include (but are not limited to) the following:

Promotion Type	Description
Fee Free Global Transfers	Available if you are eligible to receive a fee-free Global Transfer (subject to specified conditions)
Fixed Bonus (Cashback)	Available if you are eligible to receive a fixed bonus amount that differs per currency
Variable Bonus (one Global Transfer)	Available if you are eligible to receive a variable bonus amount that is based on a percentage of the sending amount in one Global Transfer
Variable Bonus (specified number of Global Transfers)	Available if you are eligible to receive a variable bonus amount that is based on a percentage of the amount you send with each transaction on a cumulative basis in previously specified number of Global Transfers
Tiered Promotions	Available if you are eligible to receive a fixed bonus amount based on the transfer volume
Prize	Available to you if you are eligible to receive a physical or digital prize
Voucher	Available to you if you are eligible to receive a voucher

(c) Promotion Eligibility:

The eligibility criteria for each promotion is determined by us in our sole discretion, and typically involves one of the following: (i) you must make a minimum number of Global Transfers (ii) you must make Global Transfer(s) of minimum sending amount(s) (iii) you must complete a survey (iv) you must refer a friend (v) you must make Global Transfers in a predefined frequency.

(d) Promotion Conditions:

Each promotion will contain set conditions determined by us in our sole discretion. Typically these conditions comprise any of the following: (i) predetermined period/specified start and end dates (ii) applying only to specific currencies (iii) applying only to specific countries/regions/corridors (iv) limited number of times using the promotion for a selected period (v) limited number of promotions applied (no other promotions can be applied at the same time) (vi) maximum bonus limitations (vii) valid only for a specific payout partner (viii) valid only for a specific sending/receiving method (ix) valid only for a specific delivery method (x) valid for new customers only (xi) valid on the first Global Transfer only.

(e) Promotion Redemption:

Each promotion will specify how it can be redeemed, and this is determined by us in our sole discretion. Typically, promotions are redeemed via bonuses that are added into your Paysend Account or promotion codes (which must be valid when you redeem them).

(f) We reserve the right to terminate any promotion at any time for any reason, without giving you prior notice, unless prohibited by law. However, we will always honour any bonus or promotion code available to you up until the day that we terminate the promotion.

3. Bonus

(a) A bonus is a virtual unit that we will credit to your Paysend Account, if your behaviours match the conditions of promotional campaigns we may be running, which render you eligible to receive such bonus.

(b) Bonuses only apply to international Global Transfers, therefore you will only be eligible to receive a bonus when you make a Global Transfer to another country that is not the same country where you are transferring your funds from.

(c) When you obtain a Paysend Account, we also automatically create a separate account for you ("**Bonus Account**") into which we will place any bonus due to you. This Bonus Account is not a bank account, it does not accrue interest .

(d) You can use your Bonus Account to make international Global Transfers. You must use the bonus you may have accrued in your Bonus Account within 1 calendar year. This means that for as long as you have your Paysend Account, you are able to use any of the bonus amount in your Bonus Account when it suits you during that calendar year.

(e) There are limits associated with the amount of bonus you may receive in the aggregate over the course of a year and this means that the maximum bonus amount (in monetary value) that we are able to provide to you over the course of 12 months is £88.00 (eighty eight Great British Pounds) (or its equivalent amount in the currency you make the Global Transfer in, and based on the applicable exchange rate of that day, that we determine from our [calculator](#) which you can check in our website or mobile app).

(f) Where due to a technical failure of our systems, bonus amounts have been inadvertently placed in your Bonus Account in error, we reserve the right to recover the respective amount from your Bonus Account. We will inform you if this ever occurs.

(g) You can check your bonus status by contacting us at any time. The fastest way to get to us is by:

visiting our Website: www.paysend.com and tapping Chat icon on the bottom of each page

logging into our Mobile App: and selecting Chat in Main Menu (available 24/7)

emailing us at: help@paysend.com

- (h) We reserve the right to change, modify or discontinue any bonus awards, for any reason and without notice, unless required by law. We will however, honour any bonuses you have accrued up to the date of any such termination.
- (i) We will immediately terminate your participation in any promotions giving rise to a bonus, where we suspect or become aware that you have provided misleading or incorrect information, by reason of any fraud committed by you with a view to securing bonus amounts, if you have provided us with misleading or incorrect information and if you have breached any of the conditions of our general Terms of Service (as applicable to you). In this event, any bonus you have accrued or that may be due to you will be cancelled and you will have no right to seek recovery of the same.
- (j) If you close your Paysend Account, you will no longer be able to make Global Transfers and therefore will not be able use any bonus you have accrued. This means that your bonus will lapse when you close your Paysend Account and you cannot use it or transfer it after account closure.

4. Refer a Friend Rewards Program

- (a) You may have a right to participate in the 'Refer a Friend Rewards Program' ("Friend Rewards Program") based on the conditions set out in this section. If eligible, you will receive a promotional code unique to you ("Invite Code") in the interface of your Paysend Account, that you will be able to pass to another person who is interested in using Paysend's services and becoming a new customer. You can pass the Invite Code to an unlimited number of people.
- (b) If a new customer of ours or a new customer of one of our participating affiliates ("New Customer"), enters your Invite Code while completing the first transaction, our fee for such transaction will be waived automatically.
- (c) You will receive rewards for each successful Global Transfer made with a service fee paid to us by the New Customer, up to 12 Global Transfers within the first 12 months after the New Customer's registration with us. Only Global Transfers made to other individuals (not merchants or entities) with a service fee paid to us qualify for rewards.
- (d) You are solely responsible for your tax liability which may arise from your participation in the Friends Reward Program. We are not your tax agent, and we will not deduct or pay any taxes due to be paid by you from the rewards amount received by you in any tax reporting period.
- (e) We reserve the right to change or modify these Friend Reward Program conditions or discontinue the Friend Rewards Program at any time, for any reason and without notice, unless required by law. We will honour our obligations to you under this section 4 up until the date of any such termination.

5. Other legal bits

- (a) These Terms shall be governed by English Law and any disputes or claims arising from these Terms shall be settled exclusively by the courts of England.
- (b) We reserve the right to change or modify or discontinue these Terms at any time, for any reason and without notice, unless required by law. We will honour our obligations to you under these Terms up until the date of any such termination, but will under no circumstances be liable to you for any such termination nor having to continue to offer you marketing terms that no longer exist by virtue of such termination (including any rewards, codes, bonuses).
- (c) If we cancel your Paysend Account for any reason, these Terms will become redundant and you will no longer be eligible to participate in any of our marketing promotions.
- (d) You must not provide any false, inaccurate, incomplete or misleading information. We will not honour any rewards where your conduct to obtain such rewards is illegal, fraudulent, incomplete or is misleading in any way, nor if you breach any of the Terms of Service applicable to you.
- (e) The rewards' denomination currency will be determined by us in our sole discretion, and you will not be able to choose the rewards' denomination currency.

- (f) We may ask you for any documents or information to verify your identity where we need to do so, to ensure we are complying with our legal obligations. Failure by you to do so, may result in you no longer being eligible to receive any rewards.
- (g) Our communications with you will be in English, although if we are able to communicate with you in your language we will endeavour to do so.