

1. INTRODUCTION

NAGA PAY GMBH (hereinafter referred to as “NAGA” or “Company”), which is an entity duly incorporated under the Germany, offers the following promotion to its Clients subject to the Terms and Conditions contained herein.

NAGA is running an offer (the “Promotion”) and invites all its new German clients to register. By registering and participating in the Promotion, you agree to be bound by the Terms and Conditions (the “Terms”) set out below.

By accepting to participate in this Promotion, the present Terms and Conditions as well as the Company’s Terms and Conditions and all the other legal documents which are accessible anytime by everyone through the Company’s website, namely <https://pay.naga.com/>, are binding to the Client.

2. ELIGIBILITY CRITERIA

Eligibility:

To be eligible to participate in the Promotion, you must fulfil the following:

- a) Be a German Resident.
- b) Successfully complete the registration process in the period beginning on 22/08/2022 and ending on 29/08/2022 at 13:00 (EET).
- c) Properly register an approved account with full KYC in place (proof of identity and proof of residency).

The Reward:

Provided that you meet the Eligibility criteria set out above, you will enjoy a Free NAGA Premium Plan for 1 year with a free Visa Card and free delivery.

3. GENERAL

- A. The Promotion is not open to employees of NAGA or any NAGA Group company or employees of any other NAGA affiliated company.

- B. NAGA has the right to amend the present terms and conditions without any notice unless the change is material. If a material change is affected, we will notify you immediately. Such an amendment will become effective on the date specified in the notice. Unless otherwise agreed, an amendment will not affect any outstanding order or transaction or any legal rights or obligations which may already have arisen
- C. The Company reserves the right to modify or cancel this Promotion at any time and at its sole discretion or cease this Promotion without any prior notice.
- D. This Promotion shall be valid from 22/08/2022 (EET) until 29/08/2022 at 13:00(EET).
- E. The Promotion may be revoked or withdrawn from participants who abuse the spirit or intention of it, or from participants who are suspected of abuse of the Promotion. Where any of these Terms and Conditions are breached or there is any reason to suspect a participant has acted fraudulently or obtained an unfair advantage pursuant to this Promotion, NAGA reserves the right to stop the transfer of the gifts or any attempted withdrawal of the same.
- F. If at any time all or any part of any provision of these Terms and Conditions are or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction(s), NAGA will not affect or impair the validity or enforceability of the law in the respective jurisdiction of the remainder of that provision or all other provisions of these Terms.
- G. If the Company suspects that a Client has abused the rules of this Promotion and/or has been identified to have engaged in an abusive behavior in any way, then the Company reserves the right at any time and at its sole discretion to immediately exclude the Client from this Promotion and take additional actions depending on the abuse. The Company will be entitled to (list not exhaustive): a) to deny, withhold or withdraw from that Client the gift due to the abusive behavior and/or b) to terminate the business relationship with the Client.
- H. For the purpose of clause G above, abusive behaviour is considered (list not exhaustive):
 - a. Transactions that can be counted as fraud
 - b. Failure by the Client to meet certain requests by the Company related to this Promotion and/or usage of his/hers account, within the specified deadline provided in the correspondence with the Company;
 - c. The participation to this Promotion of third parties on behalf of the Client without the



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proper authorization or right to act.

- I. The terms and conditions of this Promotion are updated on August 22, 2022