# General Terms and Conditions of my paysafecard Administration Tool

June 2023

## 1. General Information

1.1. These terms and conditions ("**Terms and Conditions**" or "**Agreement**") govern your use of the paysafecard closed loop gift card ticket (the "**Ticket**") online administration tool offered by paysafecard.com USA Inc. ("**Paysafecard**"). Please read these Terms and Conditions carefully. THIS AGREEMENT INCLUDES A PROVISION (SEE SECTION 10 BELOW) REQUIRING ARBITRATION OF ALL DISPUTES ARISING FROM THIS AGREEMENT (SUBJECT TO A LIMITED RIGHT OF OPT-OUT) AND WAIVING THE RIGHT TO ASSERT CLASS OR GROUP CLAIMS). The terms "you" and "your" refer to the person who purchased the Ticket and/or the person who is using the Ticket. The terms "we", "our" and "us" refer to Paysafecard.

1.2. Each Ticket is allocated its own unique personal identification number ("**PIN**"). The paysafecard online platform "**my paysafecard**" (hereinafter referred to as "**administration tool**" or "**my paysafecard**") is intended to enable you to store and administer the PINs issued by The Bancorp Bank, N.A. It is a service we offer to paysafecard holders to check the remaining balance of each PIN, as well as to view a history of all transactions carried out via each paysafecard PIN. Once PINs are added to the tool, payments can be made by using only the username and password.

1.3. You accept these Terms and Conditions by registering for my paysafecard as a service. The general Terms and Conditions for the Ticket (available on the paysafecard website at www.paysafecard.com) are applicable to the use of the Ticket.

## 2. Online Registration and Activation of my paysafecard

2.1. To get started with my paysafecard, you must register online on the www.paysafecard.com website (a one-time procedure). You must enter the required data accurately. In the course of registration, you will be asked to choose a user name and a password. You shall keep such login credentials confidential and will not share them with third parties. See section 4 for more details.

2.2. We will send you a code in a text message to the mobile phone number entered in the online registration form and/or an e-mail message, in each case, with a confirmation link in order to enable you to activate your my paysafecard.

2.3. By registering for my paysafecard, you are confirming that you are using the tool for personal uses, and not business uses, you are at least eighteen (18) years of age and you are a resident in the United States. We are entitled to request proof of age and address from you at any time.

2.4. You may only register once for my paysafecard as a service which must be in your name. You are prohibited to register multiple times for yourself or any another person acting on behalf of you. If you fail to abide by this, we reserve the right to

immediately terminate these Terms and Conditions. By registering for my paysafecard, you are confirming that you will use this service in your own name, and that you are not acting for a third party.

2.5. We are under no obligation to provide the my paysafecard tool to you, and may decline any registration for my paysafecard in our sole discretion.

2.6. You need access to a web-enabled computer on which JavaScript is activated in the browser, or on which a Flash plugin is installed. You also need an e-mail program or a suitable web client. In addition, you need a mobile phone that is able to receive texts and whose number has been assigned by a US mobile telephone provider. Provision of such services (that may be subject to a charge) is not part of these Terms and Conditions.

2.7. The maximum combined value of PINs that can be added to my paysafecard must not exceed a combined value of $ 1,000 USD at any one time; this amount includes any refunds made to my paysafecard. The total value of a paysafecard transaction cannot exceed the amount of $ 300 USD combined PINs. The total value of paysafecard transactions in a calendar month cannot exceed the amount of $1,000 USD. We reserve the right to modify these limits, at our sole discretion. We will notify you by email should we do so.

**3. Use of my paysafecard**

3.1. We hereby grant you the right to use this service exclusively for personal purposes on a device which you use.

3.2. After activation, you can add PINs into the administration tool by using Tickets issued in the United States, by entering the sixteen-digit PIN.

3.3. If the PIN was successfully added to the administration tool, it will be immediately displayed in your administration tool. You then have the option to use my paysafecard for making payment transactions with your PINs, by entering only your username and password.

3.4. You may not amend, copy, publish, license, sell, or market the tool or the associated information or software in any form. Furthermore, it is not permitted to use the tool in such a way which could impair our website or a website of our group companies.

3.5. For any refunds relating to goods or services purchased using a Ticket, please contact the merchant directly. We are not responsible for merchant refunds. We shall only refund you if we are instructed to do so by the merchant and in accordance with their refund policy.

3.6. In the case of an unauthorised payment or a payment that was incorrectly executed due to an error by us, we shall, as soon as practicable, refund the payment amount including all fees deducted from it. This shall not apply:

i. where the unauthorised payment arises from your failure to keep your access data safe in accordance with section 4.1 of these Terms and Conditions;

ii. if you fail to notify us without undue delay of any loss of access data or other event that could reasonably be expected to have compromised the security of your my paysafecard account after you have gained knowledge of such event in which case you shall remain liable for losses incurred until you notify us;

iii. if the transaction was unauthorised but you have acted fraudulently or compromised the security of your my paysafecard account with intent or gross negligence, in which case you shall be solely liable for all losses; or

iv. if you fail to dispute and bring the unauthorised or incorrectly executed transaction to our attention within three (3) months from the date of the transaction.

3.7 You should check the transactions history of your my paysafecard account regularly and frequently and contact us immediately with any questions or concerns.

**4. Security: Duty to exercise Due Care and Blocking Access**

4.1. You agree to use your best efforts to safeguard your login credentials (username and password) . If you believe that your login credentials have been compromised or that someone has accessed your my administration tool without your permission, you should immediately report this to us, so that we can block access to my paysafecard. The online form and the hotline number can be found on the paysafecard website at https://www.paysafecard.com/lock- my-paysafecard/.

4.2. We are allowed to block your access to my paysafecard without your consent (a) to protect the security or integrity of the my paysafecard service if so required, (b) if we have a reasonable suspicion that the use of the my paysafecard tool is unauthorized, fraudulent or violates our internal policies, including policies intended to identify and prevent money-laundering, (c) if we have a reasonable suspicion that any inforamtion you provided is erroneous or incorrect or (d) if required pursuant to applicable laws, regulations or a lawful order.

**5. Liability**

5.1. We shall not incur liability for improper use of the my paysafecard tool carried out by yourself or any third party.

5.2. The my paysafecard service is provided "AS IS" and "AS AVAILABLE". IN PROVIDING THIS SERVICE TO YOU, NEITHER WE, NOR ANY OF OUR AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS, MAKE ANY EXPRESS REPRESENTATIONS OR WARRANTIES TO YOU WITH RESPECT TO THE SERVICE EXCEPT AS SET FORTH IN THESE TERMS AND CONDITIONS, AND ALL IMPLIED AND STATUTORY REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT, ARE HEREBY EXPRESSLY DISCLAIMED BY US TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5.3 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS OR AS REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, HOLDING COMPANIES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER BASED ON NEGLIGENCE, WILLFUL MISCONDUCT, TORT, CONTRACT OR ANY OTHER THEORY OF LAW, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF INCOME, FAILURE TO REALIZE EXPECTED REVENUES OR SAVINGS, LOSS OF PROFITS OR ANY OTHER ECONOMIC OR PECUNIARY LOSS, IN EACH CASE ARISING OUT OF OR RELATING IN ANY WAY TO THE MY ADMINISTRATION TOOL, ANY PRODUCTS OR SERVICES PURCHASED USING THE MY ADMINISTRATION TOOL, OR THESE TERMS AND CONDITIONS.

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**6. Data privacy**

6.1 We respect the privacy of the personal information our customers provide and treat such information in accordance with our Privacy Policy, which is incorporated by reference into these Terms and Conditions and is available at https://www.paysafecard.com/en/privacy-notice-1/.

**7. Termination**

7.1. At any time and without prior notice, we may revoke or cancel your use of my paysafecard and thereby terminate these Terms and Conditions by sending an email to your registered email address. You may terminate these Terms and Conditions at any time by sending an email to via an e-mail message to info@paysafecard.com. Termination, whether by you or by us, shall not affect any prior obligations relating to your my paysafecard existing at the time of termination. Upon termination, we will arrange to transfer any remaining PIN values to you.

**8. Amendments and additions to these Terms and Conditions**

8.1. Paysafecard shall be entitled to amend these Terms and Conditions and shall notify the customer of any intended changes to these Terms and Conditions by sending an e-mail to the e-mail address stored in my paysafecard at least twenty-one (21) days prior to them taking effect. The parties agree that, unless you object to the proposed amendments in writing before the date on which they are scheduled to come into force, you will be deemed to have consented to these amendments, which shall become an effective part of your contract with Paysafecard. You are shall be entitled to terminate the contract, in accordance with Section 7.1, with Paysafecard and the use of my paysafecard without notice prior to the date on which the amendments enter into force.

8.2. The mere extension of functionality, the introduction of services or changes to payment methods, as well as the contracting company, shall not represent a change to the contract.

**9. Assignment**

9.1 You may not transfer or assign these Terms and Conditions to any other person without our prior written consent, which consent may be withheld in our sole and absolute discretion. We may assign our obligations to you under these Terms and Conditions without your consent or any prio r notice.

**10. Governing Law, Arbitration of Disputes and Waiver of Class Claims.**

10.1. These Terms and Conditions, any complaint, claim or controversy arising out of or relating thereto, including any complaint, claim or controversy against us in connection with the my paysafecard service (collectively, a “Claim”), are governed by the laws of the United States and the state of Florida, without regard to conflicts or choice of laws principles, whether or not you live in Florida.

10.2. Any Claim will be settled by binding individual arbitration administered by the American Arbitration Association pursuant to its then-current Consumer Arbitration Rules if you are a consumer and Commercial Arbitration Rules if you are a merchant (both

available at adr.org/Rules), as amended by this Agreement. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. Each party will bear its own attorneys', experts' and witness fees. You agree that any arbitration will take place on an individual basis; collective or group arbitrations are not permitted, and you are agreeing to give up the ability to participate in a class or group or other representative action ("Class Action Waiver"). Third parties' claims will not be joined in any arbitration between the parties. This Section 10.2 is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. 1-16. Except to the extent needed to enforce this Section 10.2 or any arbitral award issued hereunder, the parties waive all rights to a court or jury trial to resolve any claims.

10.3. If any portion of this Section 10 is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Section 10, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Section 10 or these Terms and Conditions to the contrary, the Class Action Waiver is not severable from the remainder of this Section 10 and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Section.

10.4. Any dispute not subject to arbitration pursuant to this Section shall be resolved exclusively in small-claims court in the jurisdiction in which you are located or in federal or state court, as applicable, located in Duval County, Florida, and you and we expressly submit to the exclusive jurisdiction and venue of those courts.

10.5. You may opt out of the requirement to arbitrate by emailing a notice of opt-out within thirty (30) days of first registering for my paysafecard. Such email should state in its subject line "Opt-out from Arbitration" and must be sent to legal.departmentNA@paysafe.com. Note that an opt-out from arbitration does not opt you out from or otherwise supersede this Class Action Waiver, which remains in effect notwithstanding such opt-out.

10.6. Severability. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of these Terms and Conditions will not be affected.