

paysafecard

General Terms and Conditions of Business for Card Owner

Version September 2004

1. General Notes

The Commerzbank AG („bank“) is publisher of the „paysafecards“ („cards“). The address for service is Kaiserplatz, 60261 Frankfurt am Main, Germany.

d.paysafecard.com GmbH („company“ or „service desk“) carries out services for the bank as vicarious agent regarding the issuing and settlement of the cards in the countries of the European Economic Area – except for the Republic of Austria – and, representing the bank, it is the first contact partner for the card owner. The address for service of the company is Fritz-Vomfelde-Strasse 34, 40547 Düsseldorf, Germany.

2. Purchase of the Card

2.1 Purchase Price / PIN

The cards are issued by the Distribution Partners at all their current and future branch offices, whereby the cards shall exclusively be issued only against payment of the nominal value printed on the card (“card value”).

At the time of acquisition each card is already activated and provided with a PIN. Each PIN consists of a combination of numbers, which, when purchasing the card from the Distribution Partner, must either still be covered and be made visible by the purchaser of the card by removing the covering or it is already visible to the purchaser in form of a printout made in the branch office of the Distribution Partner or in the internet.

2.2 Scope of Application / Inclusion of the General Terms and Conditions of Business

The present General Terms and Conditions of Business issued by the bank shall apply for all contracts, including their initiation and winding up between the card owner and the bank or its vicarious agents.

When acquiring the card, the purchaser shall be reminded of the General Terms and Conditions of Business handed out in the outlet of the Distribution Partner and, in this way, the purchaser shall have the possibility to take notice of the General Terms and Conditions of Business. Upon the purchaser's request, a copy of the General Terms and Conditions of Business shall be handed out to him. Upon acquisition of the card, the purchaser agrees to the contents of the present General Terms and Conditions of Business.

The provisions of the present General Terms and Conditions of Business shall also apply to all further cards acquired by the card owner in future.

In addition, the General Terms and Conditions of Business may also be called up in the version applicable at the time on the website of the service desk under www.paysafecard.com.

After having presented an updated version of the General Terms and Conditions of Business on the website of the company, each transaction carried out by means of the card (cf. sec. 3.1) shall be considered as an approval of the amended General Terms and Conditions of Business.

3. Use of the Card

3.1 Transaction Procedure / Entering the Password

The card owner can pay the products and services offered in the internet by contractual companies by means of the card up to the amount of the card value. Each single payment procedure represents a “transaction”.

Before the first transaction, the card owner must enter a password on the website of the service desk under www.paysafecard.com.

The card owner shall be preserved from forgetting his password in the way that, at the same time when applying for the password, he enters data which – in case he forgot the password – later are queried by the transaction system in an inquiry-response-procedure. Having answered the questions correctly, the card owner can enter a new password.

The card owner shall be entitled to use the card within the scope of the card value as often as he likes for the purpose of buying products and services, as long as the card shows a balance. The successive use of up to 10 cards for the same transaction is permitted.

3.2 Legitimation of the Card Owner / Authorisation for Transfer

The card owner proves his identity within the course of each transaction by entering the PIN and the password.

Upon disclosure of the PIN, the card owner irrevocably grants authorisation for deducting the payment for the product / service from the credit balance related to the card.

The balance related to the card shall be debited in EUR when deducting the accounts receivable of the contractual company resulting from the transaction. If, in the course of the transaction, the payment to the contractual company is made in another currency, the amounts payable shall be converted adequately at a rate related to EUR which can be verified by the card owner during the transaction system. The conversion rate already contains the costs for conversion and the charges for the international transfer.

3.3 Malfunction of the Card

Should the card be defective, the card owner shall inform the service desk thereof by phone (phone no.:+49 (0) 180 10 10 303) or e-mail (info@paysafecard.com).

After having informed and sent back the (defective) card to the service desk, the card owner shall receive a new card from the service desk (address: d.paysafecard.com GmbH, Fritz-Vomfelde-Strasse 34, 40547 Düsseldorf, Germany) – provided that the defect cannot be remedied. In the course of this, the card owner shall – in case he has already made transactions with the card which led to a reduction of the credit balance related to the card – pay the difference between (the rest of) the balance related to his defective card and the nominal value of the newly issued card to the service desk, unless it is possible to issue cards with other card values to the amount of the existing (rest of the) balance.

4. Administrative Fee

If the balance on the card is not used up within the first two years after the first use of the card, at the latest, however, within the first three years after production of the card, an administrative fee to the amount of EUR 2.00 per month shall be charged for the card. When purchasing the card, the card owner must inform himself about the date of production of the card, which is specified on the card.

5. Currency

The paysafecard credit balance shall be charged in EUR (€) when deducting the accounts receivable resulting from the transactions. Foreign currencies valid outside the European Economic Area shall be converted into Euro according to the customary rates at the day of transaction for so-called minor transactions.

6. Duty of the Card Owner to take Due Care

6.1 Checking the Distribution Partner

In order to avoid the risks of purchasing counterfeit cards, the cards may only be acquired from the Distribution Partners listed on the website of the company under paysafecard.com/de/de/wo/.

6.2 Checking the Production Date / the (complete) Covering of the PIN

The purchaser of the card must check the date of production printed on the card with regard to the administration fee (cf. sec. 4). In addition, the purchaser of the card shall make sure that the PIN is neither totally nor partly uncovered ("rubbed off"). In case the card is printed out at the branch office of the Distribution Partner, the purchaser shall check the sufficiency of the printout regarding the completeness and readability of the production date and the PIN.

If the date of production is more than one year ago or the PIN is already (partly) rubbed off, the card shall be immediately exchanged at the outlet. Later reclamations will not be accepted.

6.3 Safekeeping of the card / Secrecy of the PIN and the Password

The card owner shall carefully keep the card and protect it from the access of unauthorised third parties. In case of a loss of the card it will be not be replaced. Furthermore, he shall ensure that unauthorised third parties are not informed about the PIN and the password. Since the PIN is printed on the card and also visible to unauthorised third parties after having rubbed off the covering, the card owner shall keep the password separately from the card / PIN. Having knowledge of the PIN and the password means that any person is able to pay products and services in the internet at the expense of the balance related to the card.

6.4 Communicating a theft / Blocking of the Card

In case the card owner notices that his card was stolen or used abusively, he shall immediately inform the service desk thereof by phone (phone no.: +49 (0) 180 10 10 303) or e-mail (info@paysafecard.com), so that the (rest of the) credit balance on the card in question can be blocked. For blocking the card, it is necessary to disclose the PIN and the password.

After having communicated the theft or abuse of the card successfully, the card will be blocked within 24 hours after the service desk received the information (address: d.paysafeCard.com GmbH, Fritz-Vomfelde-Strasse 34, 40547 Düsseldorf), at the latest, however, on the following work day.

Transactions at the expense of the balance related to the card, which were carried out between the abuse/theft and the time of sufficiently informing the service desk about the abuse/theft, shall be borne by the card owner.

The card owner will be given a new card from the service desk after having sent to the service desk (cf. above) the original cash voucher for the purchase of the (old) card and – in case of an abuse of the card – the blocked (old) card as well as the original of the notice of theft received by the police. He shall then pay the difference between (the rest of) the balance related to his blocked card and the nominal value of the newly issued card to the service desk, unless cards with the existing (rest of the) balance can be issued with other card values.

For the processing of this, the service desk will charge an appropriate processing fee.

7. Liability and Guarantee

7.1 Liability of the Card Owner / of the Bank and the Company

The bank and the company are liable to the card owner only for such damages that were caused due to wilful or grossly negligent conduct of their own or attributable to them.

The card owners are liable for all damages that occur due to not having entered a password (cf. sec. 3.1) or not having observed the duty to take due care (cf. sec. 5), provided that the damages were not caused due to wilful or grossly negligent conduct of the bank or the company or due to such conduct attributable to them.

If the card owner contributed to the occurrence of a damage by infringing his duty to take due care, the principles of contributory negligence shall decide upon the extent to which the card owner on the one hand and the bank or the company on the other hand have to bear the costs of the damage.

The bank and the company are not liable for damages caused by acts of God, riots, war, natural disasters or other occurrences which are beyond its control (e.g. strike, lock out, disturbance of traffic, restraints of rulers at home or abroad).

The bank and the company do not guarantee the permanent availability of the system "paysafecard", in particular the availability of the systems of the contractual companies or the non-acceptance of the card contrary to the terms of the contract by the contractual companies.

7.2 Impairment of performance

In case of an impairment of performance in the contractual relationship between the contractual company and the card owner, the card owner is not entitled to claims against the bank or the company, unless they caused a damage, which occurred to the card owner, by wilful or grossly negligent conduct.

Any complaints or reclamations of the card owner concerning the products and services acquired from the contractual company via the internet („web transaction“) shall be clarified by the card owner directly and exclusively with the contractual company. The claim to reimbursement of the settled consideration shall also be directed to the contractual company. Reimbursement is neither paid by the bank nor by the company.

8. Data Protection

The bank and the company guarantee to the card owner the confidential treatment of the data he transmitted to the bank or the company and any data forwarded by the bank or the company. Such data shall only be used in order to carry out the services within the course of the card business and shall not be passed on to third parties for any other purpose.

Hereby the card owner authorises the bank and the company or their vicarious agents to exchange necessary data with the contractual companies in the course of a payment process. The bank and the company ensure that beyond this, – unless it is legally required and mandatory – there will be no exchange of the data, which were transmitted by the card owner, to third parties.

9. Assignment of the Contractual Relationship

The bank shall be entitled to assign the contractual relationship, which resulted from the issue of the card to the card owner, – with the effect of discharging from liabilities – to a third party that has the licenses required under public law for the performance of the contract with the card owner. In this case the card owner accepts to contract himself out and the rest of the balance related to the card shall be reimbursed to him after having disclosed his PIN and password.