

General Terms and Conditions for the myPaysafe Account and Card

Version: August 2023

Note: The primary purpose of the electronic money account is to make and receive payments. It is not a bank account and you will not earn any interest on the electronic money stored on your E-Money Account. The Irish Deposit Guarantee Scheme does not apply to any electronic money held on your Account. Please see the PSC Website for further information on your E-Money Account and answers to frequently asked questions.

1 Application of these E-Money Account Terms

- 1.1 These general terms and conditions for the myPaysafe e-money account "Account and Card" (the "**E-Money Account Terms**") govern your relationship with us where you apply for and are approved by us to use an e-money account with a virtual or physical Paysafe Mastercard (the "**E-Money Account**"). The E-Money Account permits users to send electronic money payments in Euro to SEPA accounts. The E-Money Account has a dedicated unique identifier ("**IBAN**") that enables sending and receipt of electronic money payments to and from your E-Money Account. The E-Money Account also gives you the use of a virtual or physical Mastercard debit card (the "**Card**"), which enables you to facilitate payment transactions to merchants within the Mastercard Card Association ("**Mastercard Merchants**"). The physical Card enables you to obtain cash within the agreed limits and up to the amount of your E-Money Account's balance from any ATM worldwide marked with the Mastercard logo (except for banned countries).
- 1.2 These E-Money Account Terms form part of your agreement with us, together with the General Terms and Conditions of the "myPaysafe" Account that continue to apply as long as they do not contradict to the provisions of these E-Money Account Terms. The language of these E-Money Account Terms and the language of communication between you and us shall be English.
- 1.3 We will provide you on our homepage and/or within your myPaysafe Account area with step-by-step instructions on how to register for your E-Money Account and how to use it. You must follow these instructions in order to use your E-Money Account and its features.

2 General Information

- 2.1 Your E-Money Account is issued and operated by Paysafe Prepaid Services Limited. The Card is issued by Paysafe Prepaid Services Limited, under the Mastercard International Incorporated license. The registered office of Paysafe Prepaid Services Limited is at 3rd floor Kilmore House, Spencer Dock, Dublin 1, D01 YE64, Ireland, Ireland (company number 626671).
- 2.2 We are authorised to issue electronic money under the European Communities (Electronic Money) Regulations 2011 and are subject to the supervision of the Central Bank of Ireland (registration number C185005).
- 2.3 We may change these E-Money Account Terms in the same manner as described in clause 18 of the myPaysafe Account Terms and Conditions.
- 2.4 The most recent version of the E-Money Account Terms is available free of charge on the PSC Website.

3 Signing up for your E-Money Account

- 3.1 If you have a myPaysafe account, you may sign up for a E-Money Account via your personal account area on the PSC Website or via the mobile application (the “**App**”).
- 3.2 To be eligible for the E-Money Account, you must be at least 18 years old and your myPaysafe account must not be blocked. We are obliged by applicable legislation to verify your identity. Therefore, we will carry out an identification check and may ask to see written proof of your identity and your address when you are applying for a E-Money Account and any other necessary information in accordance with applicable legislation. You must also confirm that you are the authorised user of the myPaysafe account to which the E-Money Account is linked. The opening of multiple E-Money Accounts is not permitted.
- 3.3 By applying and registering for the E-Money Account, you agree to comply with these E-Money Account Terms and you must select either a Start Plan or a Plus Plan. After we have verified that you satisfy the registration requirements, we will activate your E-Money Account. In order to complete the registration process and to enable all E-Money Account features you need to cover the annual fee for the first year. This fee may be automatically deducted from the balance of your myPaysafe Account.
- 3.4 The start plan includes the provision of a virtual Mastercard, the use of an IBAN in EUR, customer support and such other features as may be listed on the App or the PSC Website from time to time (the “**Start Plan**”).
- 3.5 The plus plan includes the provision of a physical Mastercard, the use of an IBAN in EUR, customer support and such other features as may be listed on the App or the PSC Website from time to time (the “**Plus Plan**”).
- 3.6 You are not permitted to use the E-Money Account to send or receive payments for business or commercial purposes, or to make payments for or on behalf of any other person. If we identify that the E-Money Account is being used for business purposes or on behalf of another person, we have the right to terminate the E-Money Account with immediate effect.
- 3.7 Various limits apply to the operation of the E-Money Account and transactions made using the E-Money Account and Paysafe Mastercard. These limits relate to the value and volume of transactions that you are permitted to execute. Details of these limits are set out on the PSC Website or within your personal E-Money Account area.
- 3.8 You are entitled to withdraw from these E-Money Account Terms and revoke the contract, with immediate effect, and without having to provide a reason, within 14 days of confirmation of your registration. No fee will be charged for doing so. You must inform us specifically of your withdrawal from the E-Money Account. If services have already been provided within the withdrawal period, we are entitled to charge the agreed fees for claims for compensation for expenses and services already provided to you during the withdrawal period. If you withdraw from the contract, you must destroy the Card (if you have signed up for a physical Card) immediately and confirm that you have done so, in writing, to us. You must not continue using the Card.

4 E-Money Account Activation

- 4.1 To activate the E-Money Account and enable your use of the E-Money Account features and your Card, you must transfer sufficient funds for payment of the first annual fee on your myPaysafe Account. This initial yearly fee will be automatically deducted from the funds you on your existing myPaysafe Account. The new E-Money Account features will then be automatically activated, and you will be issued with your Card.

You can load funds to your E-Money Account via a SEPA transfer or by using other top-up methods. All available loading options, estimated execution times and the fees related thereto are available on the PSC Website and within your E-Money Account area. We reserve the right to introduce new options for loading the E-Money Account, and to remove existing options, as necessary.

- 4.2 If a reversed payment to the E-Money Account results in a negative balance on the E-Money Account, you must resolve this situation immediately. The balance on the E-Money Account must be put back into credit immediately, without any prompt from us. We reserve the right to deduct funds from your existing myPaysafe account to clear the negative balance on your E-Money Account.

5 Transfers and payments using your E-Money Account

- 5.1 You can use your E-Money Account to make credit transfers and issue direct debits to SEPA Accounts in Euro up to the amount of your current E-Money Account balance. Payment transaction initiated by you that exceed the available account balance will be rejected. The terms and conditions stated on the website of the relevant merchant for accepting payments via SEPA transfer shall apply.

- 5.2 For both domestic and cross-border SEPA transfers, your money is held and protected by licensed banks and any intermediary or sender's banks may apply charges to your international payments which are outside our control.

- 5.3 The E-Money Account is denominated in Euro. SEPA Transfers using your E-Money Account may only be made in Euro. Any payments made via the Card in foreign currencies will be subject to additional fees and currency conversion rates. More information is available on the PSC Website.

6 Your Payment Instructions and Execution of the Payment

6.1 Credit Transfers

- 6.1.2 In order to issue a transfer order to us, you must provide us with the information required (like name and IBAN of the payee, BIC, transaction amount, payment reference etc.), on a form and manner approved by the us (e.g. via the App).

- 6.1.3 You must ensure the legibility, completeness and correctness of this information. Illegible, incomplete or incorrect information may lead to delays or misrouting of credit transfers, possibly resulting in loss or damage for you. Where illegible, incomplete, or incorrect information is given, we may refuse to execute the credit transfer.

- 6.1.4 We shall execute a credit transfer order if the information required for execution is provided in the required manner, the credit transfer order is authorised by you and a sufficient balance is available on your E-Money Account.
- 6.1.5 We shall be entitled to execute the credit transfer within SEPA solely on the basis of the unique identifier (IBAN) of the payee provided by you.
- 6.1.6 If the conditions for execution of a transfer order are not fulfilled, we may refuse to execute the transaction. We shall inform you thereof without delay. When doing so, we shall, if possible, state the reasons for the refusal and indicate ways in which errors that led to the refusal can be rectified. For legitimate refusal to pay an authorised SEPA credit transfer due to a lack of funds on your E-Money Account, we are entitled to levy a charge.

6.2 **SEPA direct debit transactions**

- 6.2.1 A direct debit transaction is a transaction initiated by you and debited to your E-Money Account where the amount of the payment is specified by the payee. The SEPA core direct debit scheme enables you to make payments in euro within the Single Euro Payments Area (SEPA).
- 6.2.2 For the execution of payments by SEPA core direct debit
- the payee and the payee's payment service provider must use the SEPA core direct debit scheme and
 - you must give a SEPA direct debit mandate to the payee before the transaction in order to authorise them to collect payments direct from your E-Money Account and to instruct us at the same time to pay the direct debits drawn on your account by the payee.

On receipt of SEPA core direct debits drawn by the payee, the amount specified by the payee shall be debited to your E-Money Account on the due date indicated in the direct debit data set. If the due date is not a banking business day, the account shall be debited on the next banking business day.

You may revoke the SEPA direct mandate by means of a statement to this effect. In such case, all subsequent payment transactions are no longer authorised.

- 6.2.3 The charges for direct debits shall be set out in the „**Account& Card Fee Schedule**“. See section 14 of these E-Money Account Terms for more details.
- 6.2.4 We will inform you without delay of non-execution or cancellation of the debit entry (or refusal to pay a SEPA core direct debit). If possible, we will state the reasons and indicate ways in which errors that led to the nonexecution, cancellation or refusal can be rectified. For legitimate refusal to pay an authorised SEPA core direct debit due to a lack of funds on your E-Money Account, we are entitled to levy the charge set out in the “Account & Card Fee Schedule”.
- 6.3 You must provide instructions as to the transaction method and the transaction amount, recipient details via the PSC Website or the App when topping up your E-Money Account or making transfers.
- 6.4 You shall ensure that all instructions given by you to us through the PSC Website or the App are accurate and complete. You are solely responsible for the accuracy of your instruction. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or

mistaken instructions which you give us. Where you give us inconsistent instructions we shall not be liable for acting or not acting in accordance with any part of those instructions.

- 6.5 You shall authorise the transaction (transfer order or direct debit) in the manner agreed with us (using biometrics or TAN, for example). We will be obliged to ensure that the transaction amount will be debited from your account and that it will be received by the payment service provider of the payment recipient within the agreed execution period. Once a payment has successfully been authorised, the transaction amount and fees (both together referred to as the "**Transaction Amount**") is deducted from the balance available on the E-Money Account. If the Transaction Amount is not deducted immediately, we reserve the right to deduct this amount at a later point in time.
- 6.6 Where you use the Card (including by providing the Card data, presenting the Card, or entering your PIN) with the intention of making a payment or otherwise submit to us a payment instruction for your E-Money Account, you give us your irrevocable consent to making the payment to the particular payee. We will then follow that instruction in good faith.
- 6.7 It is your responsibility to ensure the transaction amount is correct. You agree to reimburse us for the specified amount, and for any fees incurred by the transaction, as specified in clause 14 of these E-Money Account Terms, without raising any objections to us about the underlying transaction.

7 Activation and use of the Card

The Card is issued in EUR. If you subscribe to the Plus Plan, the physical Card will be sent out to you approximately 14 days after the confirmation of successful application for the Card in accordance with clause 3.3. In case of a virtual Card, this will be made available to you in your customer area immediately after confirmation of successful application.

- 7.1 If you subscribe to the Plus Plan and receive a physical Card, the Card is not active when it is sent out and you must follow the activation instructions delivered with the Card. It is your responsibility to ensure that the mobile telephone number you have provided is correct.
- 7.2 Your first and last name are shown on the Card. If any of the personal data on the Card is missing or incorrect, please contact us immediately.

8 Using the Card

- 8.1 You are entitled to use the Card to make payments, up to the limit of your available electronic money funds and within the applicable limits (see 3.7 of these E-Money Account Terms), to any Mastercard Merchants.
- 8.2 If the funds available on the E-Money Account at the time of any transaction are insufficient to pay the Transaction Amount (as defined in Clause 6.5 of these E-Money Account Terms), or if the transaction has not been authorized in accordance with the agreed authorization requirements or if prescribed limits (see section 3.7 above) have not been complied with, the transaction will be rejected.
- 8.3 Restrictions on the use of the Card may mean that this Card cannot be used in some countries, although a merchant may display the Mastercard logo. We do not guarantee that the Card can be used as a means of payment with any individual Mastercard Merchant.

- 8.4 To verify your identity, Mastercard Merchants are entitled to ask you to show a legally approved form of photographic ID as part of the payment transaction. The Card cannot be used to pay for services which are prohibited by law.
- 8.5 Once a Card payment has successfully been made, the Transaction Amount is deducted from the balance available on the E-Money Account. If the Transaction Amount is not deducted immediately, we reserve the right to deduct this amount at a later point in time.
- 8.6 You are not entitled to transfer the Card to a third party. The Card remains our property and you do not have any right to retain the Card after the termination of your contract with us.

9 Card Validity and Exchange

- 9.1 The Card's period of validity is displayed on the Card itself. In order for your Card to remain valid, you must always cover the annual fee.
- 9.2 If you request a replacement Card before your original Card's expiry date, you must pay us a fee for this replacement Card, as referenced in clause 14. However, you are not liable for this charge if the Card must be replaced due to a defect for which we are responsible, or for any other reason which requires the Card to be replaced which can be attributed to us.

10 Card Security

- 10.1 In addition to clause 8 (myPaysafe Account security) of the applicable myPaysafe Account Terms and Conditions, you are required to take all necessary measures to protect the Card and its PIN against any unauthorised access.
- 10.2 The Card must be kept in a safe place, separately from the PIN. Do not keep the Card or the Card details anywhere where third parties might have easy access to it. Do not store the Card together with its PIN. Do not write down the PIN on the Card. Do not give the Card, or its data, to any third party you cannot identify as being an accredited Mastercard Merchant. **Under no circumstances should you let anyone else know the PIN for the Card.** When using the PIN and the Card data, take care to ensure that no-one else can eavesdrop or find out this information.
- 10.3 If you notice that your Card or Card data have been lost, stolen, misused, or used in any other unauthorised way, you must contact us without undue delay. To do this, you can either block the Card within your account area or alternatively call us on phone number for immediate card blocking which is available, 24 hours a day, 7 days a week. The number can be found on the Card and on the PSC Website. Any undue delay in notifying us may not only affect the security of your Card and your E-Money Account but may result in you being liable for any losses incurred where your failure to notify us is intentional or grossly negligent. If you suspect that your Card was used by a third party, you should also contact the police to report the incident.
- 10.4 **Note: Our staff will never ask you for your PIN! In general, never let anyone else know your PIN.**

11 Blocking the E-Money Account and/or Card

- 11.1 We will block the E-Money Account and/or the Card when requested to do so by you. You are not liable for any losses that occur due to the unauthorized use of the E-Money Account and/or

Card after you have provided us with a blocking notification. This liability limitation does not apply if you act fraudulently.

- 11.2 We are also entitled to block the E-Money Account and/or Card if needed in our reasonable opinion, such as the suspicion of misuse or fraud. You will be informed about the blocking of your Card without undue delay. Finally, the Card can be blocked if your myPaysafe Account and/or your E-Money Account is blocked.
- 11.3 **The use of a blocked Card is not permitted.** If the PIN of a physical Card is entered incorrectly three times on the same day at a terminal (including an ATM or payment terminal), no matter where, or who is operating that terminal, the PIN verification functions will prevent this Card being used any further on that day as a security measure. The Mastercard Merchant may also withhold a Card and retain blocked Cards. However, you will be informed before your Card is retained.
- 11.4 If we have legitimate reasons to believe that your E-Money Account or your Card is at risk of fraud or a security threat, we are entitled to block your E-Money Account and the Card. We will use the fastest and most secure way of contacting you using the details you have provided to tell you what you need to do to help deal with that risk. We shall unblock the Card or replace it by a new Card once the reasons for blocking no longer exist.

12 Exchange rate for Foreign Currency Transactions via Card

- 12.1 For Card transactions in foreign currencies (for example, if the currency charged by a retailer is different from the Card currency or if you use your Card to make a payment abroad in a foreign currency or in case of cash withdrawals in foreign currency), the transaction amount will be converted into the Card currency at the exchange rate set by Mastercard. Information about the current Mastercard exchange rate as well as information about the mark-up over the latest available foreign exchange reference rates issued by the European Central Bank (ECB) can be found on PSC's Website.
- 12.2 You will be informed via automatic electronic notifications (such as email or push notifications through App) about the applicable currency conversion charges. You have the option to unsubscribe from receiving such notifications.
- 12.3 The day on which the currency conversion is performed is the day on which we receive the request for payment from the payee. If this day is a Saturday, Sunday or statutory holiday, the request will be processed on the next working day. This is the date that will appear on your statement of transactions.

13 Information about Specific Payment Transactions

- 13.1 We shall supply you with all available information about your transactions carried out under the contractual relationship (loading, payments, cash withdrawals), the E-Money Account balance, any fees incurred as part of the contractual relationship, the date of transmission or receipt (the debit or credit value date) and where applicable any exchange rate used. This information will be provided on the PSC Website. Each transaction is given a unique transaction ID and shown in the transaction history. You should quote this transaction ID when communicating with us about a particular transaction. You should check your E-Money Account balance and transaction history regularly. You should report any irregularities or clarify any questions you have as soon

as possible by contacting our customer service via the contact channels offered on our Website. We will not alter or amend information displayed in your online transaction history.

- 13.2 You can view this history information at any time. In addition, you can download in a pdf file and/or print this information, to enable you to store and reproduce this information in an unchanged form. You therefore consent to view and call up this information in electronic format.

14 Fees

- 14.1 The fees applicable to each plan can be found on the App or the PSC Website in the “Account & Card Fee Schedule” which is an integral part of these E-Money Account Terms.
- 14.2 As referenced in clause **Error! Reference source not found.**1, there is an annual fee for use of the E-Money Account. The E-Money Account features will only be activated once you have sufficient funds available on your myPaysafe Account to pay this annual fee. After the expiry of the first contractual year, we will automatically deduct the annual fee for the following year from your E-Money Account. We are entitled to deduct the annual fee for the following year from your available funds one month before the start of that year. If you have insufficient funds on your E-Money Account to pay this yearly fee, we will block your E-Money Account and your account can only be reactivated once sufficient funds have been loaded.
- 14.3 You may incur other additional fees for use of the E-Money Account (eg, loading fees, card replacement fees, exchange rate fees and cash withdrawal fees). Further details on these fees can be found in the Account & Card Fee Schedule on the App or the PSC Website.
- 14.4 We may change the fees applicable from time to time by not less than two months’ notice to you in accordance with clause 18 of the myPaysafe Terms and Conditions. If we increase the fees, you may choose to terminate your use of the E-Money Account in accordance with clause 17 of these myPaysafe Terms.
- 14.5 You explicitly confirm that all fees and expenses involved in replacing your Card may also be deducted from your personal E-Money Account.
- 14.6 Where you have an address in Ireland, you will be liable to pay government stamp duty, in accordance with relevant legislation. This stamp duty will be collected annually in arrears, on or around 1 April.

15 Your Liability and Entitlements to Refund

- 15.1 You shall inform us without undue delay if you notice that an unauthorised or incomplete payment transaction (credit transfer, direct debit or Card transaction) has been carried using the contact details provided on the PSC Website. Claims and objections relating to unauthorised and incomplete payment transactions shall be excluded if you do not notify us within 13 (thirteen) months from the day that an unauthorised or incorrectly executed payment transaction has been made from the Card's credit balance.
- 15.2 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, and at our sole discretion either (i) refund the amount to your E-Money Account; or, (ii) transfer to your bank account the payment amount including all fees deducted therefrom and we may ask you for proof of identification and bank details (as necessary). This shall not apply:

- (a) where the unauthorised payment arises from your failure to keep your E-Money Account credentials, Card or PIN safe in accordance with section 10 of these E-Money Account Terms, in which case you shall remain liable for the first 50 EUR unless section 15.2(c) applies;
 - (b) if you fail to notify us without undue delay of any loss of your Card, PIN, password, or other event that could reasonably be expected to have compromised the security of your E-Money Account or the Card, after you have gained knowledge of such event in which case you shall remain liable for losses incurred until you notify us;
 - (c) if the transaction was unauthorised but you have acted fraudulently or compromised the security of your Card with intent or gross negligence, in which case you shall be solely liable for all losses; or
 - (d) if you fail to dispute and bring the unauthorised or incorrectly executed transaction to our attention within 13 months from the date of the transaction.
- 15.3 Unless you have acted fraudulently, section 15.2(a) shall not apply to transactions made after you have notified us in accordance with section 10.2, where we have failed to provide you with appropriate means for notification, in which case we shall remain liable and refund any unauthorised transaction to you as soon as practicable.
- 15.4 In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.
- 15.5 Subject to the foregoing, we shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected.
- 15.6 We shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.
- 15.7 Nothing in these E-Money Account Terms shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.
- 15.8 We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of your E-Money Account or services provided by us.
- 15.9 We accept no responsibility or liability for a payee refusing to honour a transaction in connection with your E-Money Account or failing to cancel an authorisation.
- 15.10 We are not liable to you for any losses caused by acts of God, riots, war, natural disasters or other occurrences which are beyond our reasonable control.
- 15.11 We do not guarantee the permanent availability of the E-Money Account or any of its functionality.

15.12 The Irish Deposit Guarantee Scheme does not apply to the E-Money Account.

16 Responsibility for Payments and Refunds

16.1 We cannot guarantee a that a SEPA transfer from your E-Money Account will be credited to the recipient's account or that a Mastercard Merchant will accept payments from a myPaysafe Mastercard, or that we will authorise any particular transaction. This may be because of a systems problem, something outside our reasonable control, or because we are concerned that the E-Money Account is being misused. Accordingly, we shall not be liable in any event that a the payee's payment service provider refuses to accept payment from a E-Money Account, a Mastercard Merchant rejects a Card payment, or if we do not authorise a transaction, or if we cancel or suspend use of the E-Money Account, to the extent permitted under these E-Money Account Terms and the law.

16.2 Unless otherwise required by law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your E-Money Account, or the use of your E-Money Account by any third party. We will also not be liable for any losses or expenses you incur arising from our compliance with legal and regulatory requirements. In the event that you do not use the Card in accordance with these E-Money Account Terms or we find that you are using the Card fraudulently, we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using the Card and to recover any monies owed as a result of your activities.

16.3 In case of a payment that has been made on the basis of a SEPA core direct debit, you have the right to request a refund of the amount debited from your E-Money Account within eight weeks following the direct debit date, without having to provide any justifications. Any claims by the payee against you shall not be affected by this. In case of an unauthorized transaction or incorrect execution, your right to a refund shall be determined by the rules of clause 15.2 (d) above.

16.4 Payments made to a Mastercard Merchant with your Card will, if refunded, be refunded as a credit to your E-Money Account.

17 Termination of your E-Money Account

17.1 These E-Money Account Terms shall apply for as long as you continue to use the E-Money Account and the E-Money Account features and the Card.

17.2 You may terminate your use of E-Money Account via an e-mail message at any time. We may request a signed copy of the notice of termination.

17.3 We may terminate your right to use the E-Money Account at any time by giving at least two (2) months' notice by e-mail to the e-mail address you provided.

17.4 We may also terminate the E-Money Account with immediate effect if we have a right to terminate our contractual relationship with you in accordance with the myPaysafe Terms and Conditions or as explicitly provided in these Terms.

18 **Redemption**

You may redeem the electronic money held in your E-Money Account at any time and at par value by transferring your balance to your personal bank account using your IBAN.

19 **Notification Obligations**

You are obliged to notify us immediately to any changes of your personal data, in particular you name, address, date of birth and your contact details.

20 **Applicable Law/Complaints**

20.1 These E-Money Account Terms shall be governed by the laws of Ireland and the jurisdiction of the Irish courts. Mandatory consumer protection rules of your EEA country of residence continue to apply.

20.2 You may send complaints by email to info@paysafecard.com. We will do our utmost to resolve any complaints as quickly as possible. If complaints are not resolved, you may also contact the Irish Financial Services and Pensions Ombudsman at Lincoln House, Lincoln Place, Dublin 2, Ireland (telephone: +353 (1) 567 7000 or email: info@fspo.ie). In the case of complaints that cannot be otherwise resolved, Irish courts have non-exclusive jurisdiction. Your right to initiate legal proceedings in the courts of the country in which you reside remains unaffected.

21 **Other Provisions**

21.1. For the avoidance of doubt, while the myPaysafe Terms and Conditions continue to apply, your attention is drawn in particular to clause 13 (PSC's Liability), clause 14 (Liability on the part of the Customer), clause 16 (Data Protection), clause 17 (Term and Termination of Contract), clause 18 (Amendments to the T&Cs), clause 19 (Assignment of the Contractual Relationship), clause 20 (Exclusion of Assignment) and clause 21 (Notifications to the Customer) of the myPaysafe Terms and Conditions.

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