Terms and Conditions for the paysafecard Mastercard® Card

Version: August 2019 / Malta

In accordance with these terms and conditions (the "T&Cs"), customers who have a valid contract relating to the use of a my paysafecard account are entitled to apply for, receive, and use, a paysafecard Mastercard card (the "card"). These T&Cs, together with the my paysafecard account terms, regulate the rights and duties of both parties relating to the use of the card. In the event of any conflict between these T&Cs and the my paysafe card account terms, the former shall come first. In the event of any conflict between these T&Cs and the my paysafe card account terms, the former shall come first. Please read these T&Cs carefully as they contain important information about your rights and duties relating to your card. Furthermore, you are obliged to use your card in accordance with these T&Cs. You will find detailed instructions describing how to use your card on PSC's website at https://www.paysafecard.com/ ("PSC Website"). . You must follow these instructions when you use your card.

1. General Information

1.1 The card is issued by Paysafe Prepaid Services Limited (referred to below as "Paysafe", "PSC", or "We"), under the MasterCard International Incorporated license. The registered office of Paysafe is at Grand Canal House, Grand Canal Street Upper, Dublin 4, D04 Y7R5, Ireland (company number 626671). PSC renders its services on the basis of a licence to issue electronic money granted under the European Communities (Electronic Money) Regulations 2011 and is thus subject to the supervision of the Central Bank of Ireland (registration number C185005).

1.2 The obtaining, using, and cancellation of the card, and also matters relating to the redemption of electronic money kept on it, are subject to these T&Cs, which shall constitute the contract between PSC and the customer. The language of the contract shall be English. The T&Cs shall be supplied to the customer in English. Communication with the customer will be in English. By applying for the card, the customer agrees that these T&Cs shall apply. The most recent version of the T&Cs is available under "T&Cs" on the PSC Website.

Note: you will not earn any interest on the electronic money stored on your card. By accepting these T&Cs you acknowledge that the Irish Deposit Guarantee Scheme does not apply to any electronic money held on your card.

2. Applying for Your Card and Conclusion of Contract

2.1 Every owner of a my paysafecard account with status "Unlimited" can apply for a maximum of one card in the paysafecard Mastercard area in their personal my paysafecard account. The prerequisites for this are that the my paysafecard account is not blocked and that it contains sufficient funds for payment of the first annual fee (for more information, see Clause 10). We are entitled to request you to provide written proof of your identity and your address when you are applying for a card.

2.2 People who are still under 18 years of age also require approval in writing from a parent or guardian. You will find the appropriate form for doing so on the PSC Website.

2.3 By applying for the card in the paysafecard Mastercard area of the PSC Website, the customer submits an application to PSC to conclude a contract on the basis of these T&Cs, which they specifically agree to comply with. Furthermore, the customer must confirm that they are the authorised user of the my paysafecard account to which the card is linked. After these requirements have been checked, the customer will be sent a confirmation, by e-mail, stating that their application has been successful. The annual fee for the first year will be deducted from the customer's my paysafecard account when the customer applies for the card.

2.4 **Right to cancel**: The customer is entitled to withdraw from these T&Cs and terminate the contract, with immediate effect, and without having to provide a reason, within 14 days of receiving the card. No fee will be charged for doing so. The customer must inform PSC specifically of their withdrawal from the T&Cs. If services have already been providedwithin the withdrawal period, PSC is entitled to charge the agreed fees for claims for compensation for expenses and services already provided to the customer during the withdrawal period. If the customer withdraws from the contract, they must destroy the card immediately and confirm that they have done so, in writing, to PSC. The customer must not continue using the card.

3. Receipt and Activation of the Card

3.1 The card is issued in Euros. The card will be sent out to customers approximately 14 days after these T&Cs havecome into force.

3.2 Persons who are under 18 years of age when they apply for a card for the first time, or apply for a new card, will be sent a paysafecard Mastercard Youth Card. This card cannot be used to purchase non-age-appropriate products and has specific limits. You will find more detailed information about this in the paysafecard Mastercard area of the my paysafecard account on the PSC Website.

3.3 The card is not active when it is sent out. To activate your card, input the last 4 digits of the card number into the relevant field in the paysafecard Mastercard area of the my paysafecard account on the PSC Website for which you have applied for a card. You must then request the four-digit PIN you will need to make card payments at terminals operated by companies which accept this card. A text message containing the PIN will be sent to the mobile telephone number stored in your paysafecard account.

3.4 Note: please check this mobile telephone number is still correct. If necessary, correct the number so you can continue activating the card.

3.5 The customer's first name and last name card are shown on the card, as is the card's expiry date. If any of the personal data on the card is missing or incorrect, please contact PSC immediately.

4. Transfer/Ownership of the Card

The customer is not entitled to transfer the card to a third party. The card remains the property of PSC. The customer does not have the right to retain the card.

5. Card Validity and Exchange

5.1 The card's period of validity is displayed on the card itself. The customer will be sent a new card, which is valid for a further two years, before their current card reaches its expiry date. However, the customer's existing card must have sufficient funds available to cover the annual fees for a new card before a new card can be issued when the validity period expires. PSC is entitled to deduct the annual fee for the following year from the customer's available funds one month before the start of that year.

5.2 Once the new card has been activated, it must only be used for payments with the PIN the customer received as part of the card activation process.

5.3 If the customer requests a replacement card before their original card's expiry date, they must pay PSC a fee for this replacement card, as specified in clause 10. However, the customer is not liable for this charge if the card has to be replaced due to a defect for which PSC is responsible, or for any other reason which requires the card to be replaced, which can be attributed to PSC.

6. Loading the Card

6.1 The card can be loaded with a maximum of 5,000 Euros. The maximum limit for loading a paysafecard Mastercard Youth Card is 1,000 Euros. Money can be loaded onto the card through the PSC Website from the paysafecard Mastercard area of the my paysafecard account to which the card is linked. Once the money has successfully been loaded into the may paysafecard account, the amount of funds available on the card is increased by the amount transferred to it from the my paysafecard account. The funds are then immediately available to the customer. The minimum amount that can be loaded onto the card per transaction is 1.00 Euro.

6.2 PSC reserves the right to introduce new options for loading the card, and to remove existing options, as necessary. If the removal of existing loading options, or the introduction of new loading options are not already covered in these T&Cs, the customer will be informed about these changes (including the applicable conditions and fees).

6.3 If a reversed payment to the card results in a negative balance on the card, the customer is required to resolve this situation immediately. The balance on the card must be put back into credit immediately,

without prompting by PSC. PSC reserves the right to deduct funds from the customer's my paysafecard account to clear the negative balance on the customer's card.

7. Using the Card

7.1 The customer is entitled to use the card to make payments, up to the limit of their available electronic money funds, to any merchants that accept Mastercard. The paysafecard Mastercard Youth Card cannot be used to pay for non-age-appropriate products.

7.2 If the funds available on the card at the time a transaction is performed are insufficient to pay the transaction amount, and the fees this involves, as stated in Clause 10. in these T&Cs (the transaction amount and fees together referred to as the "Transaction Amount"), the transaction will be rejected. The customer must also bear in mind the existing transaction limits. These can be accessed at any time in the paysafecard Mastercard area of their my paysafecard account.

7.3 Restrictions on the use of Mastercard may mean that this card cannot be used in some countries, although a merchant may display the Mastercard Logo. PSC does not guarantee that the card can be used as a means of payment to any individual merchant.

7.4 To verify a customer's identity, the merchants are entitled to ask the customer to show a legally approved form of photographic ID as part of the payment transaction. The card cannot be used to pay for services arising from legal transactions which infringe a legal prohibition.

7.5 Once a payment has successfully been made, the transaction amount is deducted from the credit amount available on the card. If the Transaction Amount is not deducted immediately, we reserve the right to deduct this amount at a later point in time.

8. Customer Payment Instructions

8.1 Before using the card to make a payment, the customer must check the invoice amount to ensure it is correct. If a signature is required, the customer's signature must match the signature shown in the signature field on the reverse of the card.

8.2 By providing the card data, presenting the card, signing the payment transaction document, or entering their PIN, or by any other use of the card with the intention of payment e.g. contactless payment by tapping the card on a point of sale terminal reader (Near Field Communication), the customer gives PSC their irrevocable consent to making the payment to the particular merchant. PSC will then follow that instruction in good faith. The customer agrees to reimburse PSC for the specified amount, and for any fees incurred by the transaction, as specified in Clause 10 of these Terms and Conditions, without raising any objections to PSC about the underlying transaction.

9. Information about Specific Payment Transactions

9.1 PSC shall immediately supply the customer with all available information about the transactions carried out under the contractual relationship (loading, payments, cash withdrawals), the card 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 in the paysafecard Mastercard area of the customer's my paysafecard account. 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 card balance and transaction history regularly. You should report any irregularities or clarify any questions you have as soon as possible by contacting PSC customer service at [info.mt@paysafecard.com]. PSC will not alter or amend information displayed in customers online transaction history.

9.2 . The customer can view this history information at any time. In addition, PSC will send customers an e-mail notification every month reminding them to log into the paysafecard Mastercard area of their my paysafe card account on the PSC Website and download in a pdf file and/or print this information, to enable them to store and reproduce this information in an unchanged form. The customer therefore consents to view and call up this information in electronic format.

10. Fees

- **Annual fee**: 9.90 Euros.
- **Exchange rate fee**: An exchange rate fee of 2% of the total transaction amount will be charged for transactions performed in currencies other than the Euro. In addition, a further 1% of the transaction amount will be reserved to compensate for fluctuations in the exchange rate up until the transaction has been confirmed by the card's owner.
- **Cash withdrawals**: A fee of 3% (minimum amount Euro 3.50) will be charged for every cash withdrawal. Payments made in foreign currency will be converted using the appropriate exchange rate. The latest exchange rates can be viewed at https://www.mastercard.com/global/currencyconversion/ .
- Fee for replacement card (loss, theft, damage): 5.00 Euros.
- Replacement fee: 7.50 Euros.

The customer explicitly confirms that all fees and expenses involved in replacing their card may also be deducted from their personal my paysafecard account.

11. Exchange rate for Foreign Currency Transactions

Transactions in foreign currencies will be converted into Euros at the exchange rate set by Mastercard. This is published on the https://www.mastercard.com/global/currencyconversion/ website. The day on which the currency conversion is performed is the day on which PSC receives the request for payment from the merchant. 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 the customer's statement of transactions.

12. Card Security

12.1 When using their card, the customer must ensure they comply with all the terms and conditions of its issue and use, as stated in these Terms and Conditions. As soon as they receive the card, the customer is required to take all necessary measures to protect the card and its PIN against any unauthorised access.

12.2 In particular, the customer is obliged to **sign the card's signature field immediately after they receive the card**. The card must also be kept in a safe place, separately from the PIN. Do not keep the card 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 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.

If the customer notices that their card or card data have been lost, stolen, misused, or used in any other unauthorised way, they must contact PSC without undue delay. To do this, they can call PSC on this telephone number 00 44 20 30 26 02 10 which is available, 24 hours a day, 7 days a week. Any undue delay in notifying us may not only affect the security of your card account but may result in you being liable for any losses as a result where your failure to notify us is intentional or grossly negligent. If you suspect that your card account was accessed by someone else, you should also contact the police and report the incident.Note: PSC staff will never ask you for your PIN! In general, never let anyone else know your PIN.

13. Blocking the Card

13.1 PSC is obliged to block the card when requested to do so by the customer ("blocking notification").

13.2 PSC is also entitled to block the card if there is a justified reason to do so, such as the suspicion of misuse or fraud. If permissible, PSC will inform the customer of a block that they are about to apply, and the reasons for this. If possible the customer will be informed before the block is put in place, but by the very latest they will be informed immediately afterwards. Finally, the card can be blocked if the customer's my paysafecard account is blocked.

13.3 **The use of a locked card is not permitted.** If the PIN is entered incorrectly five times on the same day at a terminal (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. In the situations described above, and depending on the terminal operator, the operator can also withhold a card. However, the customer will be informed before this happens. In addition Mastercard merchants are entitled, to retain blocked cards.

13.4 If PSC thinks the customer's my Paysafe card account is at risk of fraud or a security threat, PSC will use the fastest and most secure

way of contacting the customer using the details the customer has provided to tell them what they need to do to help deal with that risk.

14. Liability on the Part of the Customer

1.1. The customer shall inform PSC without undue delay if they notice that an unauthorised or incomplete payment transaction has been carried out using the customer's paysafecard Mastercard using the contact details provided at https://www.paysafecard.com/contact-options. Claims and objections relating to unauthorised and incomplete payment transactions shall be excluded if the customer does not notify PSC within 13 (thirteen) months from the day that an unauthorised or incorrectly executed payment transaction has been made from the card's credit balance.

1.2. 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, refund the payment amount including all fees deducted therefrom. This shall not apply:

14.2.1. where the unauthorised payment arises from your failure to keep your card or PIN safe in accordance with section 12 of these Terms and Conditions, in which case you shall remain liable for the first EUR 50,00 unless section 14.2.3 applies;

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

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

14.2.4. 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.

14.1 Unless you have acted fraudulently, section 14.2.1 shall not apply to transactions made after you have notified us in accordance with section 12.3, 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.

14.2 In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.

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 hereunder, 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. PSC's Liability

15.1 PSC cannot guarantee a merchant will accept payments from a my paysafecard account, or that PSC will authorise any particular transaction. This may be because of a systems problem, something outside PSC's reasonable control, or because PSC are concerned that the my paysafecard account is being misused. Accordingly, PSC shall not be liable in any event that a merchant refuses to accept payment from a my paysafecard account, or if PSC does not authorise a transaction, or if PSC cancels or suspend use of the my paysafe card account, to the extent permitted under these T&Cs and the law. Unless otherwise required by law, PSC shall not be liable for any direct or indirect loss or damage the customer may suffer as a result of the customer's total or partial use or inability to use their my paysafe card account, or the use of their my paysafe card account by any third party. PSC will also not be liable for any losses or expenses incurred by the customer arising from PSC's compliance with legal and regulatory requirements. In the event that the customer does not use the my paysafe card account in accordance with these T&Cs or PSC find that the customer is using the my paysafe card account fraudulently, PSC reserves the right to charge the customer for any reasonable costs that PSC incurs in taking action to stop the customer using the paysafe card account and to recover any monies owed as a result of the customer's activities.

16. Reimbursement of Payments

The customer accepts that payments made to a merchant with their card will, if refunded, be refunded as a credit to their card.

17. Redemption

17.1 The customer shall be entitled to request the redemption of electronic money held on their card (either the full amount or a part thereof) at any time by providing PSC with their card number, the sum of electronic money to be redeemed, their full name (first name and surname), a legible copy of their official photo ID and details of their personal bank account in Malta (including the IBAN and BIC) to which the amount is to be transferred. You will find a more detailed description of the contact options on the PSC web site.

17.2 For the purpose of compliance with statutory provisions, PSC shall be entitled and obliged to ask the customer to confirm their identity before the application for redemption can be processed. In connection with the redemption transaction, the customer agrees that PSC will verify their identity before redeeming the amount, to prevent fraud and to comply with anti-money laundering regulations and other legal requirements.

17.3 There is no minimum amount for a redemption of electronic money, but there must be enough electronic money in the account to cover the fees due when the redemption is made. The fees stated under Clause 10 will be charged for a redemption made during the term of the contract and after expiry of the one-year period after the end of the contract. Any redemption within one year of the end of the contract shall be free of charge for the customer.

Note: the right to request a refund of electronic money shall elapse after six (6) years of the end of the contract.

17.4 No refund will be made to the customer in connection with a promotion/advertising campaign unless the sums involved are electronic money.

Note: in accordance with the provisions of these T&C, PSC is entitled to charge a redemption fee after termination of the contract.

18. Notifications to the Customer

18.1 PSC shall send every notification (including legal and commercial notifications) to the customer at the contact details the customer has provided to PSC. The customer shall be responsible for informing PSC without delay of any changes to their address, telephone number, mobile phone number or e-mail address. The customer can do this either by changing the details under "My data" in their paysafecard account on the PSC Website or by contacting the Customer centre. PSC accepts no liability if the customer fails to inform them of changes to their contact details, as required.

19. Data Protection

19.1 The customer explicitly consents to PSC accessing, processing, and retaining any information the customer provides to PSC, for the purposes of providing payment services to the customer. This does not affect the respective rights of PSC and the customer and obligations under data protection legislation. The customer may withdraw this consent by closing their my paysafe card account or cancelling the card. If the customer withdraws consent in this way, PSC will cease using the customer's data for this purpose, but may continue to process the customer's data for other purposes where PSC has other lawful grounds to do so, such as where PSC is legally required to keep records of transactions.

19.2 When the card is used, the customer's personal data will be collected to the extent necessary to supply the services described in these T&Cs, and as required by statutory obligations. We shall use this personal data exclusively to make the card available and to process and post transactions performed using this card.

19.3 PSC will regularly send the customer information about their card, security issues, and important events that affect their card, etc. By accepting these T&Cs the customer consents to receive such information by e-mail or text message. Furthermore PSC will inform the customer about advertising and promotional campaigns, special agreements, etc., if the customer has agreed to regularly receive such information.

19.4 PSC is required to handle a customer's personal data in a legal and correct manner and to use the information it contains in accordance with the currently applicable legal data protection provisions.

Note: you will find more detailed information about how we use your personal data in the Privacy Notice which can be found here https://www.paysafecard.com/data-protection/..

20. Term and Termination of Contract

20.1 The contract between PSC and the customer concerning the use of the card shall apply for an indefinite period of time. The customer shall be entitled to terminate this contract at any time, by giving one month's notice and sending a written request for termination to PSC. If there is a serious cause, or if PSC is made aware of any change to the T&Cs as specified in Clause 21, the customer has the right to terminate the contractual relationship with immediate effect. Any existing obligations the customer has are not affected by the cancellation of the card, and must still be fulfilled.

20.2 PSC is entitled to terminate the contractual relationship at any time by giving two (2) months notice by e-mail to the e-mail address provided by the customer. This does not affect their PSC's to terminate the contract due to an important reason.

20.3 The card contract automatically comes to an end when the contractual relationship for the use of the my paysafecard account to which the card is linked is also terminated.

20.4 The card becomes inactive as soon as the contractual agreement is terminated and must be returned to PSC without delay. PSC shall refund to the customer any credit balance held on the card at the time the contract is terminated, minus any payments due, in particular fees due as defined in Clause 10 (Fees). Any proportion of annual fees that have already been paid will also be refunded to the customer. In this respect, the customer must comply with the steps specified for redemption described in Clause 17 (Redemption).

20.5 If the card is still valid at the time when the contract is terminated, the customer is required either to return the card to PSC within two weeks of the end of contract or to confirm in writing that the card has been destroyed.

21. Amendments to the T&Cs

21.1 PSC is entitled to amend these T&Cs provided the customer is given written notification of the intended amendments not later than two (2) months before the date on which they are scheduled to apply. This notification shall be sent by e-mail to the e-mail address stored in the my paysafecard account. The parties agree that, unless the customer objects to the proposed amendments in writing before the date on which they are scheduled to come into force, the customer will be deemed to have consented to these amendments, which shall become an effective part of the contract with the customer.

21.2 The customer shall be entitled to terminate the contract with PSC without notice prior to the date on which the amendments enter into force. In the offer regarding the amendments to the contract, PSC shall inform the customer about the consequences of failing to object to the amendments, and about the customer's right to terminate the contract free of charge, and without notice. For further information about the procedure for terminating the contract, please refer to Clause 20.

21.3 Exchange rate changes shall become effective immediately and without prior notice, provided they are based on the agreed reference exchange rates. Any simple enhancement of functionality, introduction of new services, or change of payment methods or merchants, shall not be deemed an amendment to the contract.

22. Assignment of the Contractual Relationship

22.1 PSC is entitled to assign rights and duties under this contract with the customer and under these T&Cs to another company which has the appropriate licenses to fulfil the obligations stated in this contract, at any time. In this case the customer's rights will not be impaired.

22.2 PSC shall inform the customer about the intended assignment of the contract at least two (2) months in advance. The customer shall be entitled to terminate the contract with PSC immediate effect before the date envisaged for the assignment. PSC shall inform the customer about the consequences of failing to object to the assignment, and about the customer's right to terminate the contract free of charge, and without notice. For further information about the procedures for terminating the contract, please refer to Clause 20.

23. Applicable Law/Complaints

23.1 This contract and the pre-contractual relationships are subject to laws of Malta, with the exception of the banking supervisory rules, which, according to the country of origin principle, are subject to Irish law. If any clauses or parts of clauses are ineffective, the effectiveness of the remainder of the contract shall not be affected.

23.2 The customer can send complaints by e-mail to info.mt@paysafecard.com. PSC will do its utmost to resolve any complaints as quickly as possible. If complaints are not resolved, the customer can also contact Irish Financial Services and Pensions Ombudsman at Lincoln House, Lincoln Place, Dublin 2, Ireland, telephone +353 1 567 7000 or by e-mail to info@fspo.ie. In the case of complaints that cannot be otherwise resolved, Irish courts have non-exclusive jurisdiction. The right of the customer to initiate legal proceedings in Malta courts remains unaffected.