

# Terms and Conditions for the paysafecard Mastercard® Card

Version: May 2014

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 (the "card contract") regulate the rights and duties of both parties relating to the use of the card.

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 the website. You must follow these instructions when you use your card.

## 1. General Information

- 1.1. The card is issued by Prepaid Services Company Ltd. (referred to below as "PSC Ltd.", "PSC", or "We"), under the Mastercard International Incorporated license. The registered office of Prepaid Services Company Limited is at Part Floor 27, 25 Canada Square, Canary Wharf, London E14 5LQ, United Kingdom (company number 05761861). PSC renders its services on the basis of a licence to issue electronic money granted by the UK Financial Conduct Authority (FCA) and is thus subject to the supervision of the FCA (FCA registration number 900021).
- 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 General Terms and Conditions (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 PSC's website ("PSC website") at <https://www.paysafecard.com>.  
**Note:** you will not earn any interest on the electronic money stored on your card. By accepting these T&Cs you acknowledge that the UK Financial Services Compensation Scheme (FSCS) does not apply to any electronic funds 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.
- 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 web site.
- 2.3. By applying for the card in the paysafecard Mastercard area, 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 for which the card is being applied. 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 the card 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 card contract. If the terms of the contract had already started being fulfilled within 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 the card contract has come 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.
- 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 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. The card is not active when it is sent out. It must be activated by the customer. 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 point 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 from the paysafecard Mastercard area of the my paysafecard account to which the card is linked. Once the money has successfully been loaded, 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 Terms and Conditions, 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 companies 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 Terms and Conditions (both 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 my paysafecard 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, 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 supply the customer with all available information about the transactions carried out under the contractual relationship (loading, payments, cash withdrawals) and any fees incurred as part of the contractual relationship. This information will be made available in the paysafecard Mastercard area of the customer's my paysafecard account. Six months of transaction history will be provided. The customer can view this history information at any time. In addition, the customer shall have the option of downloading this information to their computer in a PDF file, 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.
- 9.2. The customer shall inform PSC immediately if they notice that an unauthorised or incomplete payment transaction has been carried out using the customer's paysafecard Mastercard. 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.

## 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.
- 12.3. 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 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.
- 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.

## 14. Liability on the Part of the Customer

- 14.1. Up to the point at which the blocking notification comes into force, or the card is blocked by PSC, the customer shall be liable for damage caused by misuse of the card by third parties, up to a maximum amount of 150.00 EUR, unless they have acted with fraudulent intention, or have contributed to the misuse of the account by wilful or grossly negligent conduct. In the case of wilful or grossly negligent conduct there shall be no limit to the customer's liability as regards the amount. This shall also apply in the case that the customer failed to request a blocking notification immediately or failed to meet their responsibility to exercise care as defined in these T&Cs.
- 14.2. The customer is not liable for damages if they were unable to request a blocking notification because PSC gave them no opportunity to do so and the damage occurred as a result.
- 14.3. After the freezing notice: PSC shall be liable for damage that occurs due to unauthorised use of the my paysafecard account after a blocking notification has been requested by the customer, unless the customer acts with wilful or fraudulent intent. In such cases the customer shall also be liable for damage that occurs after the blocking notification was given.

## 15. PSC's Liability

- 15.1. PSC's liability shall be limited to intent and gross negligence. If PSC fails to meet its obligations, which are necessary for the fulfillment of this contract ("Material Contractual Obligations"), PSC shall also be liable for slight negligence, limited to the foreseeable damage typical of the contract. Any liability shall be limited to direct damage. To the extent that liability on the part of PSC is excluded, restricted, or limited, this shall also apply to the personal liability of PSC's employees, workers, staff, representatives and agents.
- 15.2. PSC accepts no liability for damage caused by force majeure, unrest, war, acts of God, or other events beyond reasonable control. Uninterrupted availability of the card, and that of the Mastercard acceptance system, is not guaranteed.
- 15.3. The above exclusions, restrictions and limitations of liability shall not apply to claims arising from harm to life, limb or health.
- 15.4. PSC accepts no responsibility or liability for any quality, safety, lawfulness, or any other aspect, of goods and/or services paid for using the card. Disputes regarding transactions made using a my paysafecard account shall be settled directly with the merchant.

## 16. Reimbursement of Payments

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

## 17. Refunds

- 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 refund can be processed. In connection with the refund transaction, the customer agrees that PSC will verify their identity before refunding 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 refund of electronic money, but there must be enough electronic money in the account to cover the fees due when the refund is made. The fees stated under Clause 10 will be charged for a refund made during the term of the contract and after expiry of the one-year period after the end of the contract. Any refund 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 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. When the card is used, the customer's personal data will be collected to the extent necessary to supply the services described in this contract, 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.

19.2. 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.

19.3. 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 data protection declaration on our website.

## 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 an important 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 refunds described in Clause 17 (Refunds).

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 English 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](mailto: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 the Financial Ombudsman Service in South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone 0800 023 4567 or +44 (0)20 7964 0500 (for calls from abroad) or by e-mail to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). In the case of complaints that cannot be otherwise resolved, English courts have non-exclusive jurisdiction. The right of the customer to initiate legal proceedings in Malta courts remains unaffected.