

General Terms and Conditions of the “my paysafecard” Account

Version: 10/2013

1. General

- 1.1. The my paysafecard account is issued and managed by Prepaid Services Company Limited (referred to below as "PSC", "we", or "us"). 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 can be contacted via e-mail at info.ie@paysafecard.com. 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). PSC is authorised to offer its services in Ireland.
- 1.2. The opening, using, and closing of the my paysafecard account, and also matters relating to the redemption of electronic money kept in the account, 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. By registering for a my paysafecard account the customer agrees that these T&Cs shall apply. The most recent version of the T&Cs is available on PSC's website www.paysafecard.com/ie ("PSC Website") under "T&Cs".
- 1.3. **Please read these T&Cs carefully as they contain important information about your rights and duties relating to your my paysafecard account. Furthermore, you are obliged to use your my paysafecard account in accordance with these T&Cs. Only these T&Cs apply to the electronic money in your account. The electronic money in a my paysafecard account exclusively belongs to the person (you, the customer) who opened the account. The customer is not entitled to transfer the my paysafecard account to a third party.**

Please note:

The primary purpose of a my paysafecard account is for making and receiving payments. It is not a bank account and customer's will not earn any interest on the electronic money stored in their my paysafecard account. By accepting these T&Cs you acknowledge that the UK Financial Services Compensation Scheme (FSCS) does not apply to your my paysafecard account. Please see the PSC website for further information on your my paysafecard account and answers to frequently asked questions.

2. Prerequisites

- 2.1. The customer must be at least 16 (sixteen) years of age and be resident in the United Kingdom to open a my paysafecard account and must provide an official proof of identity. PSC is entitled to request proof of age from the customer at any time.
- 2.2. The customer needs access to a web-enabled computer on which JavaScript is activated in the browser, or on which a Flash plugin is installed. The customer also needs an e-mail program or a suitable web client. In addition, the customer needs a mobile phone that is able to receive texts, whose number has been assigned by an Irish mobile telephony provider. Provision of such services (that may be subject to a charge) is not part of this contract.
- 2.3. **Each customer may only open one my paysafecard account. The account must be in the customer's name. It is prohibited to open another my paysafecard account for the customer or another person. If this regulation is violated we expressly reserve the right to immediately freeze the relevant my paysafecard accounts and terminate this Agreement. By accepting these T&Cs the customer confirms that they will use the account in their own name and at their own cost, that they are the beneficial owner, and that they are not acting for a third party.**

3. Registration and Approval

- 3.1. Two types of my paysafecard accounts are offered:

- "Standard" my paysafecard accounts
- "Unlimited" my paysafecard accounts

- 3.2. **Registering for a "Standard" my paysafecard account:**

- 3.2.1. Online registration: to open a my paysafecard account the customer must register online on the PSC website (one-time procedure). The customer must enter the required data accurately. PSC is entitled to ask for proof of the customer's identity and their place of residence, and to request other documents confirming

- the accuracy of registration data. In the course of registration the customer will be asked to choose a user name and a password. The customer shall, in their own interest, keep such data secret from third parties (see, in particular, Clause 9).
- 3.2.2. Conclusion of the contract: by sending the online registration form the customer submits an application to PSC to conclude a contract on the basis of these T&Cs. PSC will verify the data provided in the registration form and send a code to the customer, in a text message to the mobile phone number entered in the online registration form. After the customer enters the correct code on the PSC website, and all their data has been positively verified, the customer will receive an e-mail message in which their application is accepted.
 - 3.2.3. Activating a my paysafecard account: upon acceptance of the application to conclude a contract the customer will receive a confirmation link which they can use to activate the "Standard" my paysafecard account.
 - 3.2.4. Limits: the maximum amount that can be loaded (Clauses 4. and 6.) into as well as the maximum total amount of payments (Clause 5) made via a my paysafecard account with "Standard" status is € 2.500 each per calendar year.
- 3.3. **Activating a my paysafecard account with "Unlimited" status:**
- 3.3.1. Upgrade: before the customer can perform transactions whose amounts exceed the limits defined in point 3.2.4 they must upgrade their my paysafecard account to the status "Unlimited". To do so they must use the document upload function on the PSC website to supply a passport and a second document that has been issued by a governmental body or a regulated company (e.g. a power or gas bill). This data will be stored and checked electronically. A detailed description of the upgrade process, and the necessary documents, are available on the PSC website.
 - 3.3.2. Activation: after the required documents have been positively verified, the my paysafecard account will be upgraded to "Unlimited" status and the customer will be informed accordingly via e-mail.
 - 3.3.3. Limits: the maximum amount that can be loaded into a my paysafecard account with "Unlimited" status is € 5,000. PSC is entitled to permanently or temporarily increase or reduce this amount at any time, at its own discretion, to take account of money-laundering and security risks.

4. Loading

- 4.1. After activation the customer can load money into their my paysafecard account by using a paysafecard PIN, up to the limit set for their account type, by opening the payment dialogue in the customer menu and entering the sixteen-digit paysafecard PIN. The current limits are listed on the PSC website.
- 4.2. The customer can only use paysafecard PINs purchased by them from a sales outlet located in Ireland, and authorised by paysafecard, for loading funds into a my paysafecard account. PSC reserves the right to extend loading options and the customer will be informed of any changes when appropriate. Please see the PSC website for further information about sales outlets authorised by PSC (sales outlet finder).
- 4.3. If loading is successful the amount will be immediately displayed in the customer's my paysafecard account.

Please note:

It is prohibited to sell, trade in, or purchase, paysafecards via unauthorised internet platforms. This prohibition explicitly refers to so-called "exchange platforms", where paysafecard PINs are offered for sale illegally. PSC reserves the right to block attempts to load sums onto the my paysafecard account using PINs that have been purchased unlawfully, and/or to prevent the use of the account balance achieved using unlawfully purchased PINs to make payments.

5. Making Payments

- 5.1. The customer can use their my paysafecard account to make payments to paysafecard merchants up to the amount of the current my paysafecard account balance. The terms and conditions stated on the website of the relevant merchant for accepting payments via a my paysafecard account shall apply.
- 5.2. Payments may be limited depending on the merchant, the payer's age (for example, if they are an adult or not), the status of the my paysafecard account, and the country in which the my paysafecard account was registered. PSC does not guarantee that the my paysafecard account will be available as a means of payment to all merchants at any time.
- 5.3. Payment transaction process: the customer can initiate a payment transaction at a paysafecard merchant by selecting the "payment by paysafecard" option. The my paysafecard payment window, which shows the payment data, will open. The customer then authorises the payment transaction by entering their my paysafecard account user name and password in the payment window (payment order). After authorisation

the payment order will be deemed to have been received. PSC will process the payment order immediately upon receipt, which means that you cannot cancel the order once it has been authorised.

Please note:

Please check that the payment window in which you wish to enter the payment data is PSC's payment window, on the PSC website, with the URL <https://customer.cc.at.paysafecard.com>, and that the paysafecard security certificate appears in your browser's address bar. You will find further information and security recommendations on our website under "Help".

- 5.4. PSC may introduce additional security features (such as an SMS TAN procedure) for authorising payments, to protect the my paysafecard account against illegitimate transactions.
- 5.5. Rejection of payment orders: PSC will reject a payment transaction if
 - a. carrying out the transaction would violate provisions of national or EU law, or a court order or official order
 - b. there is a well-founded suspicion that carrying out the transaction would constitute an offence or is prohibited to prevent money laundering
 - c. access data and/or security parameters have not been supplied or supplied incompletely
 - d. the my paysafecard account is frozen, or
 - e. insufficient funds are available in the my paysafecard account to execute the transaction.
- 5.6. If payment transactions are rejected the customer will be informed immediately. Details of rejected payment transactions will be displayed in the transaction history in the customer's my paysafecard account.

6. Receipt of Payments

- 6.1. Merchants may offer customers the option of making payments into their my paysafecard account. The customer can start the payment transaction by selecting the "my paysafecard" payment option on the merchant's website. The merchant's pay out terms will apply. As soon as the merchant releases the payment, the payment amount will be transferred to the customer's my paysafecard account (minus the merchant's fees, if any). Payments from the merchant to the customer will be displayed in the transaction history in the customer's my paysafecard account.
- 6.2. Receipt of payments will, in particular, not be possible if
 - a. the customer's my paysafecard account is frozen or does not possess the status required for receiving payments
 - b. the limit for the my paysafecard account, in its current status, has been exceeded
 - c. the merchant is not authorised to make payments to the customer's my paysafecard account.If a merchant's payment request is rejected, the customer will be immediately informed of this via e-mail.

7. Information about Specific Payment Transactions

- 7.1. PSC shall immediately supply the customer with all available information about the transactions carried out under the contractual relationship, and also the account balance. To do so, PSC will use the transaction history available in the Customer section 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.
- 7.2. The customer shall inform PSC immediately if they notice that an unauthorised or incomplete payment transaction has been carried out using the customer's payment account. 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 a payment has been incorrectly executed.

8. my paysafecard Account Security

- 8.1. The customer is obliged to ensure that the data stored in connection with a my paysafecard account is always up to date. The customer shall immediately enter any changes to their contact data, especially their e-mail address and mobile phone number, in the Customer section of their my paysafecard account.
- 8.2. At any time, PSC is authorised to ask the customer to prove that their personal data, which is stored in the customer section, is accurate and up to date, by providing appropriate evidence.
- 8.3. To maintain the security of the my paysafecard account, PSC is authorised to contact the customer by sending an e-mail to the e-mail address stored in the customer section or via a text message to the mobile phone number stored there. The customer shall be responsible for ensuring that the stored e-mail address

and mobile phone number are accessible, and for immediately retrieving and reading any messages sent to them by PSC in order to prevent unauthorised use of the my paysafecard account.

- 8.4. The use of the my paysafecard account for making payments is limited to the balance available in the my paysafecard account at the time the transaction is authorised. The customer can reduce that amount and thus the risk involved in using the my paysafecard account at any time by removing money from the account.

9. Confidentiality of Registration Data and Reaction in Case of Misuse

- 9.1. The customer is obliged to protect their access data (user name and/or password) and security parameters from unauthorised use by third parties. In particular, in their own interest, they must not write down their password and/or user name in a form that is legible by third parties.
- 9.2. To prevent misuse by third parties, customer's should check, before entering their user name and password, that the payment window on which are entering this data is PSC's payment window, on the PSC website, with the URL <https://customer.cc.at.paysafecard.com>, and that the paysafecard security certificate appears in your browser's address bar. For further information and security notices please see the FAQ section on our website.
- 9.3. **If the customer notices that their access data or security parameters have been lost, stolen, misused, or used in any other unauthorised way, they shall contact PSC immediately by telephone (see hotline number on the PSC Website) or online under <https://www.paysafecard.com/en-ie/security/lock-account/> to have their my paysafecard account frozen ("Freezing Notice").**
- 9.4. The same shall apply if the customer suspects that another person has obtained knowledge of their access data and security parameters in an unauthorised way or that their access data and security parameters have been misused or used in any unauthorised way.
- 9.5. Contact details to be used for the providing of Freezing Notices will be available at the PSC Website at all times. The customer shall also report any misuse to the Police without delay.

Please note: PSC staff will never ask you to provide your password by phone, e-mail or in any other way. The user name and password shall only be entered directly on the PSC Website or in the PSC payment window. If you have any doubts about the website's authenticity, you must contact PSC customer service at info.ie@paysafecard.com before entering your user name or password.

10. Fees

PSC shall not charge any fees for activation, loading or payments in Euro, or for checking the account balance and data on the website. Otherwise the following fees apply:

- **Redemption fee:** For redemptions, as defined in Clause 15 of these T&Cs, an amount of € 6 will be directly deducted from the amount redeemed. The fee shall be charged for every redemption.
- **Fee:** In principle the my paysafecard account is provided to the customer free of charge. However, PSC will charge an inactivity fee of € 2 per month if the customer has not used their my paysafecard account to make any payment transactions for a period of 12 months. This fee will be deducted from the customer's my paysafecard account on the first day of every month starting from the first month after the 12-month period has elapsed.
- **Transaction fee:** In principle payment transactions are free of charge for the customer. PSC may however charge fees for my paysafecard account payments to certain merchants. These fees will be displayed to the customer before they authorise the payment. An overview of the contract partners concerned along with the relevant fees is provided to the customer in the table of fees under <https://www.paysafecard.com/en-ie/use/transaction-fee/>. This table of fees is an integral part of these terms and conditions. Changes to the table of fees are subject to the provisions of section 18..
- **Exchange rate and exchange rate fee:** Any payments made for goods or services in another currency shall be converted into Euros using the exchange rate applicable on the transaction date. The exchange rate will be based on a wholesale exchange rate set by a financial institution. The applicable exchange rates are displayed on the PSC Website at <https://www.paysafecard.com/en-ie/currency-calculator/>. For every cross-currency transaction an exchange rate fee of 2% of the transaction amount will be applied. Both the exchange rate and exchange rate fee can be provided to the customer on request before the transaction is carried out.

11. Unauthorised Payments/Freezing the My Paysafecard Account

- 11.1. PSC is entitled to immediately freeze a my paysafecard account if there is a suspicion of fraud, misuse (unauthorised use or misuse of the account), or other security concerns, or if PSC is obliged to do so due to statutory or official obligations.
- 11.2. If a payment transaction is not authorised PSC will return the credit balance on the account to the amount at which it would have been without the unauthorised payment transaction. If unauthorised payment transactions are caused by misuse of the account, and if the customer fails to meet their obligation to exercise care, the liability provisions as defined in Clause 14 of these T&Cs shall apply.

12. Failure to Carry Out Authorised Payment Transactions

- 12.1. If an authorised payment transaction is not carried out, or is carried out incorrectly, the customer can demand immediate and full refund of the payment amount, and PSC shall return the my paysafecard account to the amount at which it would have been without the incorrect payment transaction. However, if PSC proves that the payment amount was received by the recipient's payment services provider in due time, and in full, there shall be no liability as defined in this paragraph.
- 12.2. In addition, the customer is entitled to demand refund of fees they may have been charged, or which were debited from their my paysafecard account, in connection with the authorised payment transaction that was not carried out, or was not carried out correctly.

13. PSC's Liability

- 13.1. PSC's liability shall be limited to intent and gross negligence. If PSC fails to meet its obligations, which are necessary for the fulfilment of this contract ("Material Contractual Obligations"), PSC shall also be liable for slight negligence, limited to the foreseeable damage typical of the contract. 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.
- 13.2. Any liability shall be limited to direct damage and to the amount in the my paysafecard account. PSC accepts no liability for damage caused by force majeure, unrest, war, acts of God, or other events beyond reasonable control.
- 13.3. Uninterrupted availability of the my paysafecard account system is not guaranteed. The customer will be informed in a timely fashion on the PSC website about foreseeable technical maintenance work which will impair the use of my paysafecard accounts or render their use impossible. The customer shall not be entitled to make any claims against PSC as a result of temporary unavailability of a my paysafecard account.
- 13.4. The above exclusions, restrictions and limitations of liability shall not apply to claims arising from harm to life, limb or health.
- 13.5. PSC accepts no responsibility or liability for any quality, safety, lawfulness, or any other aspect, of goods and/or services paid for using a my paysafecard account. Disputes regarding transactions made using a my paysafecard account shall be settled directly with the merchant.

14. Liability on the Part of the Customer

If the customer has an indication or suspicion that their my paysafe card account, access data, password or other security parameters have been lost, stolen, misappropriated, or misused without permission or otherwise, we recommend that the customer immediately changes the password to their my paysafecard account. The customer must also immediately inform PSC in accordance with section 9.3. of the loss or theft of their access data and safety parameters, the misuse or other unauthorised use of access data and security parameters in order to have the my paysafecard account blocked and avert any losses ("**Freezing Notice**").

- 14.1. Until the Freezing Notice: the customer shall be liable for damage caused by misuse of a my paysafecard account before receipt of a Freezing Notice, up to a maximum amount of € 75, 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 on the customer's liability as regards the amount. This shall also apply in the case the customer failed to request a Freezing Notice immediately or failed to meet their responsibility for exercising care as defined in these T&Cs. Gross negligence shall include, but not be limited to, situations where the customer:
 - i. enters their access data in internet pages that do not have the paysafecard security certificate (see Clause 9.2. above)
 - ii. reveals their user name and password to others
 - iii. writes their user name and password down and keeps them together or

- iv. saves their user name and password on a publicly accessible computer or fails to sign out correctly after having used their my paysafecard account on a publicly accessible computer.

The customer is not liable for damages as defined in Clause 14.1 if they were unable to request a Freezing Notice because PSC gave them no opportunity to do so and the damage occurred as a result.

- 14.2. After the Freezing Notice: PSC shall be liable for damage that occurs due to unauthorised use of the my paysafecard account after a Freezing Notice 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 Freezing Notice was given.

15. Redemption

- 15.1. The customer shall be entitled to request the redemption of electronic money in their my paysafecard account at any time by providing their user name, the (electronic money) balance in their my paysafecard account, their full name (first name and surname), their e-mail address, phone number, and details (including IBAN and BIC) of the personal bank account in Ireland to which the amount is to be transferred. They shall also attach a legible copy of their passport. To comply with statutory provisions PSC may ask the customer to provide other information (such as the paysafecard PIN) before making the refund.
- 15.2. 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.
- 15.3. When making a refund PSC will transfer the amount selected by the customer, minus the relevant fees, into an account in Ireland specified by the customer. 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.
- 15.4. No refund will be made to the customer in connection with a promotion/advertising campaign unless the sums involved are electronic money.

Please note: In accordance with the provisions of these T&Cs, PSC is entitled to charge a redemption fee also after termination of the contract.

16. Data Protection

- 16.1. When the my paysafecard account is used the customer's personal data will be collected to the extent necessary to supply the services and provide the system, and as required by statutory obligations. We use cookies for the purpose of system protection and protection against misuse. You must accept these cookies in order to use our Website. The data protection provisions describe how PSC handles customer personal data and how this data is protected. By using the services the customer agrees that PSC may use such data in accordance with these data protection provisions. The data protection provisions can be retrieved from <http://www.paysafecard.com/en-ie/data-protection/>.
- 16.2. PSC will regularly inform the customer about their my paysafecard account, security, and important events involving PSC. 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 promotion campaigns, special agreements, etc., if the customer has agreed to regularly receive such information.

17. Term and Termination of Contract

- 17.1. The contract between PSC and the customer concerning the use of the my paysafecard account shall apply for an indefinite period of time.
- 17.2. The customer shall be entitled to terminate this contract via an e-mail message to info.ie@paysafecard.com at any time. The e-mail must include a signed copy of the notice of termination.
- 17.3. 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.
- 17.4. If there is an important cause PSC can at any time terminate the contractual relationship with the customer with immediate effect, by e-mail to the e-mail address provided, irrespective of any other agreements (extraordinary termination). Important reasons (causes) which give rise to a right to terminate the contract without notice shall include but not be limited to a situation where

- a. the customer has made incorrect statements about their identity, or concealed any other material circumstances
 - b. the customer has violated material provisions of these T&Cs
 - c. there is a suspicion that the customer has committed punishable acts or violated anti-money laundering provisions
 - d. the customer uses their my paysafecard account in an illegitimate manner
 - e. the customer uses paysafecard PINs which they did not buy from an authorised sales outlet to fund their my paysafecard account
 - f. there is a suspicion that the customer accepts paysafecard PINs as a means of payment
 - g. there are security concerns, or
 - h. PSC is obliged to terminate the contract without notice due to statutory or legal reasons.
- 17.5. When the termination of the contract becomes effective, the customer's my paysafecard account will be frozen. PSC shall refund to the customer any credit balance in the customer's my paysafecard account at the time it is frozen, minus any payments due, in particular fees due, as defined in Clause 10 (Fees). In this respect, the customer must comply with the steps specified for refunds described in Clause 15 (Redemption). It will not be possible to redeem electronic money in a customer's my paysafecard account more than six years after the contract is terminated.

18. Amendments to the T&Cs

- 18.1. PSC is entitled to amend these T&Cs provided the customer is given written notification of the intended amendments not later than two months before to the date on which they are scheduled to apply.
- 18.2. PSC shall give the customer written notification of the intended amendments to these T&Cs at least two (2) months before they come into force. 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. 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 17 (Term and Termination of Contract).
- 18.3. Exchange rate changes shall become effective immediately and without prior notice, provided they are based on the agreed reference exchange rates.
- 18.4. 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.

19. Assignment of the Contractual Relationship

- 19.1. PSC is entitled to assign rights and duties under this contract with the customer and under these T&Cs to another company at any time. In this case the customer's rights will not be impaired.
- 19.2. PSC shall inform the customer by e-mail to the e-mail address stored by the customer in the customer administration system about the intended assignment of the contract at least two (2) months in advance. The customer shall be entitled to terminate the contract with immediate effect before the date envisaged for the assignment. For further information please refer to Clause 17 (Term and Termination of Contract).

20. Exclusion of Assignment

The customer is not entitled to assign claims against PSC, or pledge them to third parties, especially, but not limited to, claims resulting from the balance held in the my paysafecard account, if any, without PSC's written consent.

21. Applicable Law/Complaints

- 21.1. This contract shall be subject to the laws of the Republic of Ireland. If any clauses or parts of clauses are ineffective, the effectiveness of the remainder of the contract shall not be affected.
- 21.2. The customer can send complaints by e-mail to info.ie@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, phone 0800 023



4567 or +44 (0)20 7964 0500 (for calls from outside the UK) or by e-mail to complaint.info@financial-ombudsman.org.uk. In the case of complaints that cannot be otherwise resolved, the Courts of the Republic of Ireland have non-exclusive jurisdiction.