

# General terms and conditions of business for the paysafecard App

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## 1 General Information

- 1.1. The paysafecard App is a service of the Prepaid Services Company Limited (**hereinafter referred to as: "PSC" or "we"**), headquartered at Part Floor 27, 25 Canada Square, Canary Wharf, London E14 5LQ, England (register number 05761861).
- 1.2. The paysafecard App is intended to enable the customer the optimal use of the services offered by paysafecard via mobile devices. The facilities include, for example, the sales office search, by means of which the customer can quickly and smoothly find points of sale in his vicinity. Moreover, an integrated QR code scanner allows the customer to retrieve the balance of a paysafecard PIN in a fast and uncomplicated manner by means of reading the QR code via the camera of his or her mobile device, and, if applicable, to load it into their personal my paysafecard account. The access to his my paysafecard account via the App allows the customer to view the transactions carried out via his my paysafecard account, as well as the available credit. Alongside the above functions, it is possible to make payments directly via the App.
- 1.3. The use of the paysafecard App is subject to these general terms and conditions of business. The customer accepts these general terms and conditions of business by registering for the paysafecard App or on the website (at [www.paysafecard.com](https://www.paysafecard.com)) and by using the paysafecard App.
- 1.4. Please note: Depending on the location of the customer and the device (smartphone, tablet, smartwatch, etc.) on which the paysafecard App is used, the functional scope of the paysafecard App can vary.

## 2 Use of the paysafecard App

- 2.1. PSC hereby grants the customer the right to use the paysafecard App exclusively for personal purposes on a mobile device which the customer uses in compliance with the terms and conditions of use and sale of the Apple AppStore and/or the Android marketplace.
- 2.2. In order to use the paysafecard App, the customer must have properly installed it on his mobile device (smartphone, tablet, smartwatch, etc.). For the use of certain functions of the paysafecard App, it is necessary for the mobile device on which the paysafecard App is installed to have a camera which can be accessed by the paysafecard App. In addition, an internet connection is necessary in order to use the paysafecard App.
- 2.3. **Please note: When using the paysafecard App via a (mobile) internet connection, charges may be incurred, depending on the telephone and data contract of the user. Should the paysafecard App be used from abroad via a mobile internet connection of the customer, roaming charges may be incurred via the mobile data connection of the customer, depending on the mobile phone contract of the customer. PSC has no influence on the above mentioned. All connection fees incurred when using internet services must be borne by the customer. The customer is expressly aware of the above and hereby declares his agreement.**
- 2.4. The customer may not amend, copy, publish, license, sell, or market the paysafecard App or the associated information or software in any form. Furthermore, it is not permitted to use this application in such a way which could impair a website of paysafecard or the paysafecard App, or which could disrupt the use or application of this site or the paysafecard App by third parties. The use of the paysafecard App shall take place in accordance with the applicable statutory provisions. Furthermore, all third party terms and conditions of use (for example of a mobile phone operator) shall be complied with during use.
- 2.5. **A breach of these terms and conditions of use shall lead to immediate withdrawal of the right of use in respect of the paysafecard App. In such a case, the customer shall be obliged to immediately delete the paysafecard App from his**

**mobile device.**

## 3 Activation and use of the payment function

- 3.1. PSC can offer the customer the option of using the paysafecard App for the authorisation of payment transactions. A personal my paysafecard account of the customer is necessary in order to be able to use the payment function. The payment transactions authorised via the paysafecard App shall be carried out at the expense of the my paysafecard account on behalf of the customer and shall, in terms of content and scope, be subject to the entitlement and availability of the personal my paysafecard account of the customer and these general terms and conditions of business. Further information concerning my paysafecard: <https://www.paysafecard.com/de-at/produkte/my-paysafecard/>
- 3.2. In order to be able to use the payment function, it must first be activated by the customer. In the course of the activation, the customer will be requested to enter the user name and password for his my paysafecard account. In addition, during activation, the customer will be requested to set a four digit security code ("security code") and, to the extent that this is supported by the mobile device, to deposit a finger scan ("finger scan") - "security parameters". The said information will be subsequently used in order to authorise payments via the payment function of the paysafecard App.  
**Please note: Payment transactions authorised via the paysafecard App will be immediately carried out and cannot be cancelled once all necessary data has been entered.**
- 3.3. The customer can reset the security parameters for the paysafecard App at any time via the settings page. For security reasons, the customer is advised to change the security code at regular intervals.
- 3.4. **Please note: As the paysafecard App enables access to the my paysafecard account through the activation of the payment function, this function should only be activated on mobile devices which are used solely by the customer. The payment function can be deactivated at any time via the settings page ("de-register").**

## 4 Security: Obligations of the customer

- 4.1. The customer shall be obliged to keep secret his access data (user name and/or password) for the my paysafecard account, and the security code generated in the course of activation, and to protect them against unauthorised third party use. It must be ensured that no unauthorised third parties can access the access data. In particular, it is in the customer's own interest that the password and/or security code are not written down in a form that can be read by a third party. In order to minimise the risk of misuse, the customer must regularly change his password.
- 4.2. Should the customer have chosen the option of remaining logged in automatically, the customer must ensure that only he can use the mobile device. Should the mobile device be used by more than one person, the automatic log in must be immediately deactivated by the customer via the settings in the paysafecard App.
- 4.3. **Should the customer become aware of loss or theft of his access data and security parameters, abusive use or other non-authorised use of his access data and access parameters, he must immediately report this to PSC via an online form or by telephone, so that PSC can block the my paysafecard account, and protect the credit balance contained therein from unauthorised access ("blocking notification"). The online form and the hotline number can be found on the paysafecard website at <https://www.paysafecard.com/sicherheit/account-sperren/>.**
- 4.4. **The same shall apply if the customer suspects that another person has obtained unauthorised knowledge of his access data and security parameters or that abusive use or other unauthorised exploitation of his access data and security**

parameters have taken place.

**4.5. The necessary customer data, as well as the steps to be undertaken by the customer in order to make a blocking notification, can be viewed by the customer at the web address stated in Point 4.3 at any time. The customer must also report any misuse to the police immediately.**

4.6. In addition, the customer must regularly change the security code and must do so immediately in case of suspicion of unauthorised use of the paysafecard App. This can be carried out at any time on the settings page in the paysafecard App.

4.7. PSC shall be entitled to block the access of the customer to the paysafecard App without the consent of the latter if: (a) objective reasons connected to the security of the paysafecard App justify this, (b) the suspicion of unauthorised or fraudulent use of the identification features exists or (c) a statutory or official obligation to do so exists. To the extent that is permissible, PSC shall inform the customers of a blocking carried out and the reasons for this, if possible prior to the blocking, however, at the latest following directly after it. PSC shall cease the blocking when the reasons for it no longer exist.

## **5 Liability**

5.1. PSC shall not incur liability for improper use of the paysafecard App or the payment function by the customer or third parties.

5.2 The liability for losses incurred by the customer in connection with the loss or theft of his mobile device, misuse or other unauthorised use of the paysafecard App or the payment function and the associated improper use and/or use by unauthorised third parties shall be excluded.

**5.3. Please note: The claims of the customer in accordance with the general terms and conditions of business for my paysafecard in case of a payment transaction which did not take place or which was performed defectively shall not be affected thereby, as will the liability of PSC and/or the customer for non-authorised payment transactions.**

## **6 Data protection**

6.1. When using the paysafecard App, information concerning the mobile device, the log in data and the geographical location of the customer will be gathered. This data is necessary in order to ensure the security of the system. Furthermore, in the course of registration and use of the paysafecard App, personal data will be processed, so that the requested services can be provided. For the use of the paysafecard App, the respective applicable data protection principles of PSC shall apply. These can be viewed at any time on the paysafecard website. The customer is aware of the above and hereby expressly agrees to the use of his personal data.

6.2. PSC shall be entitled to send the customer push messages concerning the paysafecard App, security notifications, and important events concerning PSC, etc. In addition, PSC shall be entitled to forward the respective push messages to the customer either after, or in the course of, the payment transactions authorised via the paysafecard App. By means of acceptance of these general terms and conditions of business, the customer agrees to the regular receipt of said information. Furthermore, in the course of push messages, PSC will provide the customer with information concerning advertising campaigns, promotions, and other benefits for the customer, provided that he has declared his consent concerning the receipt of such information. The customer shall have the option of deactivating his agreement concerning the receipt of push messages at any time in the settings of the paysafecard App.

## **7 Contract period and termination**

7.1. The contract between PSC and the customer concerning the use of the paysafecard App is hereby concluded for an indefinite period of time.

7.2. The customer shall be entitled to terminate this contract at any time by deleting the App.

7.3. PSC shall be entitled to regularly terminate the contractual relationship at any time by email to the stated email address of the customer by giving notice of 2 (two) months.

7.4. In case of the presence of an important reason (extraordinary termination), PSC shall be able to terminate the contractual relationship with the customer with immediate effect by email to the email address given by the customer, regardless of other agreements. An important reason for which immediate termination is justified shall be present in particular if:

- a) the customer breaches significant provisions of these general terms and conditions of business;
- b) a suspicion exists concerning criminal acts or breaches of money laundering regulations by the customer;
- c) the customer uses the paysafecard App in an abusive manner;
- d) other security concerns exist or
- e) PSWC is obliged to do so due to statutory regulations or official orders.

7.5. In case of the presence of the above-mentioned reasons for extraordinary termination, the my paysafecard account of the customer will also be closed. In respect of a credit balance in the my paysafecard account at the time of closing, as well as in respect of further information concerning the closing of the my paysafecard account and the termination of the contract concerning the my paysafecard account, reference is hereby made to the general terms and conditions of business of my paysafecard, see Point 3.1 in this respect.

## **8 Amendments and additions to the general terms and conditions of business**

8.1. PSC shall be entitled to amend these general terms and conditions of business and shall notify the customer of any intended changes to these general terms and conditions of business by means of a push message prior to them taking effect.

8.2. The mere extension of functionality, the introduction of services or changes to payment methods, as well as the contracting company, shall not represent a change to the contract.

## **9 Assignment of the contractual relationship**

9.1. PSC shall be entitled to assign the rights and obligations under the contract with the customer to Skrill Limited at any time. Skrill Limited is a company which possesses the necessary licences under supervisory law. In such a case, the rights of the customer shall not be affected.

9.2. PSC shall inform the customer of the intended assignment of the contract 14 days in advance. The customer shall be entitled to immediately terminate the contract until the advised time of the assignment.

## **10 Applicable law**

10.1. These terms and conditions of use shall be subject to the law of the country of domicile in which the App is used. Should any individual clauses or parts of individual clauses be ineffective, this shall not affect the validity of the remainder of the contract. Any invalid or ineffective clauses shall be replaced by an effective provision which comes as close as possible to the intended economic purpose.