



General terms and conditions (T&Cs) for paysafecard

Version: November 2011

1. General Provisions.

These Terms and Conditions govern your use of the paysafecard/paper ticket (the "Ticket"). Each Ticket allows you to purchase certain goods/services at participating online merchants and can be used SOLELY ONLINE. By purchasing the Ticket or using the Ticket online, you are agreeing to these Terms and Conditions. These Terms and Conditions are available to be reviewed and/or downloaded at any time by visiting www.paysafecard.com (the "Website"). Please read these Terms and Conditions carefully. The terms "you" and "your" refer to the person who purchased the Ticket and/or the person who is using the Ticket. The terms "we," "our" and "us" refer to The Bancorp Bank (the "Bank") as the Issuer of the Ticket and its agents who may perform or provide services in conjunction with the Ticket. The term "Available Balance" refers to the Load Amount less any purchase or other transactions and any fees, that is usable by you to make purchases. **You must have a computer and Internet connection in order to use your Ticket.**

2. The Tickets.

Tickets are available in denominations of \$10, \$25, \$50, or \$100 and can only be purchased from certain retail outlets (the "Affiliate Partners"). A list of Affiliate Partners is available on the Website. Tickets are issued by the Bank and sold by an Affiliate Partner upon payment by you of the value printed on the Ticket (the "Load Amount"). Tickets cannot be reloaded or applied to any account. **Tickets may only be used online for purchases at those online retailers listed on the Website (the "Merchants"), which Merchants are subject to change at any time. Tickets purchased in the United States can only be used online for purchases at participating U.S. Merchants.** Tickets do not expire, but may be subject to cancellation as set forth in Section 7 below as well as inactivity and other fees as set forth in Section 4 below.

3. Ticket PINs.

Each Ticket is allocated its own unique Personal Identification Number ("PIN"). When you purchase a paper Ticket, the PIN will be printed on a paper voucher, which the Affiliate Partner will provide at the time of purchase. In other cases, when you purchase a paysafecard, the PIN is pre-printed and is concealed by a scratch-off panel.

4. Fees.

Subject to applicable law, the following fees apply to your Ticket and are subject to change at any time. The fees will be debited from the Available Balance remaining on the Ticket. Any changes to these fees or additional fees can be found by visiting the Website.

Balance Update/Transaction History: FREE Initial issuance of the Ticket: FREE Available Balance Refund Fee (Redemption Fee): \$ 7.50 Monthly Administration Fee(Applicable after 12 months of inactivity): \$ 2.00

5. Using a Ticket.

Tickets may only be used online for purchases at those online Merchants listed on the Website, which Merchants are subject to change at any time. Tickets purchased in the United States can only be used online for purchases at participating U.S. Merchants. You may use your Ticket as often as you like to



purchase goods or services so long as there is an Available Balance. You may use up to 10 Tickets on the same transaction. When you pay using your Ticket, you will be asked to enter the Ticket's PIN. Upon entering the PIN, you irrevocably authorize the Merchant to deduct the value of that transaction immediately from your Ticket. **Once you enter your PIN, we cannot stop that transaction.** All debits from the Ticket shall be in U.S. dollars. You may check your Available Balance and transaction record at any time on the Website.

If you find that your Ticket is defective, you should tell us immediately by phone at +1-877-638-6920. If it is not possible to remedy the defect, we will, at your option, issue you a new Ticket or refund the Available Balance on the Ticket. Tickets may only be issued in predetermined denominations. Therefore, if the value of the replacement Ticket is higher than the Available Balance on the defective Ticket, you will be required to pay the difference to us prior to issuance of the replacement Ticket.

6. Refund.

You may request a refund of the Available Balance on your Ticket provided that you have more than \$10 remaining on the Ticket. To do so, call customer service at +1-877-638-6920. Before we can refund the Available Balance to you, we will need you to provide us with the serial number of the Ticket, the PIN, the Available Balance of your Ticket, a copy of your government issued identification, your full name, street address, e-mail address and a contact number as well as your personal bank account details where you would like us to transfer the Available Balance. To enable us to comply with our legal obligations, we may ask you to provide us with certain other information before we can process your refund request. A Redemption Fee will apply (see Fees section above), which will be debited from the Available Balance remaining on the Ticket.

7. Cancellation.

We may block or cancel a Ticket immediately if we suspect any fraud or misuse of a Ticket, if we have other security concerns, or if we need to do so to comply with applicable law. We will issue you with a replacement Ticket or a refund, at your option, if you contact us and if we believe such circumstances no longer apply. Tickets may only be issued in predetermined denominations. Therefore, if the value of the replacement Ticket is higher than the Available Balance on the cancelled Ticket, you will be required to pay the difference to us prior to issuance of the replacement Ticket.

8. Security.

8.1 Upon purchase of a Ticket, you should check your Ticket receipt to ensure it has both a PIN and a serial number. If you cannot read your PIN or your serial number or you believe your Ticket, PIN or serial number is corrupted in any way, then you must inform us immediately at +1-877-638-6920 and provide us the serial number of your Ticket. Once we have verified that the Ticket, PIN or serial number is corrupted, we will then send you a new Ticket. If you are unable to read the serial number of the Ticket, then you must inform us immediately at +1-877-638-6920. You will be required to send us a copy of the Ticket receipt by fax as instructed by the customer service agent. Once we have verified that both the PIN and the serial number are illegible we will send you a new Ticket.

8.2 You must keep your Ticket and PIN safe and protect it from access by unauthorized third parties. Do not give your PIN to any unauthorized third party.

8.3 You should treat your Ticket like cash. If you lose your Ticket, it will not be replaced.
WE ARE NOT RESPONSIBLE FOR LOST OR STOLEN TICKETS or PINS.



8.4 If you believe your Ticket has been lost or stolen, you must inform us immediately at +1-877-638-6920 so that any remaining Available Balance on the Ticket can be blocked. To enable us to block a Ticket, we will require the serial number and the PIN. It may take up to one business day from the time we are informed of the abuse/theft for us to successfully block a Ticket. If the Available Balance is successfully blocked, and unless we have reason to suspect fraud, deliberate or negligent behavior on your part, we will, at your option, either issue you with a new Ticket or refund the Available Balance on the Ticket. Tickets may only be issued in predetermined denominations. Therefore, if the value of the replacement Ticket is higher than the Available Balance on the stolen Ticket, you will be required to pay the difference to us prior to issuance of the replacement Ticket.

9. Ticket Customer Service and Complaints.

If you have questions regarding your Ticket, please visit the Website or call +1-877-638-6920. If you are unhappy in any way with the Ticket or the way our service is managed, please call us at +1-877-638-6920 so we can investigate the circumstances for you. Any complaints you have will be dealt with quickly and fairly.

10. Disputes With Retailers.

If you have any disputes about purchases you have made with your Ticket at a participating online Merchant, you must settle these with the Merchant. We are not responsible for the quality, safety, legality, receipt of the good or service purchased, or any other aspect of any goods or services purchased with a Ticket.

11. Liability.

11.1 In no event will we be liable for loss of goodwill or for special, indirect, consequential or incidental damages arising from your purchase or use of the Ticket or otherwise relating to the Ticket, regardless of whether such claim arises in tort or in contract.

11.2 We are not liable and have no responsibility if a Merchant refuses to honor a transaction using a Ticket or the Merchant fails to cancel an authorization.

11.3 We will not have any liability if we are unable to perform our obligations pursuant to this Agreement or if the Ticket is not useable, in whole or in part, as a consequence of an act of God, fire, explosion, public utility failure, accident, strikes, floods, embargo, war, terrorism, nuclear disaster, riot, failure of communication links or facilities, computer malfunction of a computer operated by or on behalf of us, an Affiliate Partner, a Merchant or any other third party engaged by any of the foregoing as a result of events not within the control of such party, or other circumstances beyond such party's control.

11.4 We do not guarantee the permanent availability of the Ticket system, including, but not limited to, the availability of the systems of Affiliate Partners or Merchants.

12. Privacy of Personal Data.

We do not collect any personal data when you purchase a Ticket from an Affiliate Partner or when you use a Ticket at a Merchant. Personal data is collected when you provide personal data to our Website, customer service center and, if required by the Merchant, when you provide personal data to a Merchant as part of a transaction. All personal data is handled in accordance with our Privacy Policy which can be viewed on the [Website](#).



13. Amendment of Terms and Conditions

We may change these Terms and Conditions at any time. All notices and changes will be posted on the Website. You should check the Website regularly for such notices and changes. Your use of a Ticket following a change shall be considered as your acceptance of the amended Terms and Conditions. If you do not accept any such change that we make, you may notify us of your objection and seek a refund of your Available Balance on your Ticket pursuant to Section 6 above. In such circumstances, you will not be charged a Redemption Fee.

14. Assignment.

We may assign the benefit and burden of these Terms and Conditions at any time.

15. Applicable Law; Venue; Waiver of Jury Trial.

This Agreement and all transactions hereunder shall be governed by and construed in accordance with the laws of the State of New York. Any action brought under this Agreement shall be brought in the federal or state courts of New York and you hereby consent to jurisdiction, service of process and venue in such courts. If you have any claims regarding the Tickets, the amount of your claim is strictly limited to the Load Amount of the Ticket involved. **Each of the parties hereto waives a jury trial.**