

paysafecard Terms and Conditions

Version: 01/ 2018

1. General Provisions

- 1.1 Please read these Terms and Conditions carefully as these are the terms upon which you must use the paysafecard whichever is applicable ("paysafecard"). These Terms and Conditions govern the contractual relationship between you and us.
- 1.2 Your paysafecard is issued and operated by Prepaid Services Company Limited ("we" "us") whose registered office is at Part Floor 27, 25 Canada Square, Canary Wharf, London E14 5LQ, United Kingdom (company number: 05761861).
- 1.3 We operate our service under an e-money issuer's license in the UK and are authorised and regulated by the Financial Conduct Authority (registration number 900021) and passported to Malta.
- 1.4 By purchasing or using a paysafecard you are agreeing to be bound by these Terms and Conditions.
- 1.5 We may change these Terms and Conditions if we reasonably consider it necessary to do so. If we do we shall give 2 months' notice before such changes take effect. All notices and changes will be posted on www.paysafecard.com/mt/ (the "Website"). You should check the Website regularly for such notices and changes. It is agreed that you shall be deemed to have consented to the modification if you do not indicate your rejection in writing before the proposed date of entry into force of the modification. If you do not object to the modifications in writing within 2 (two) months of the notification, the modifications shall be deemed to have been accepted and shall become an effective part of our contract. You are entitled to terminate our contract before the date of entry into force of the modification with immediate effect. We shall indicate the implications of not responding and the right to free and immediate termination in the contract amendment proposal. Please refer to Section 6 (Termination) for further information on the procedure for contract termination.

Simply expanding the functionality or introducing new services shall not effect a contract amendment.

- 1.6 Our Distribution Outlets (see section 3 below) will provide you upon your request with a copy of our Terms and Conditions at the time you purchase a paysafecard. You can download a copy of these Terms and Conditions at any time from our Website.

NOTE:

PLEASE BE AWARE THAT IF YOUR PAYSAFECARD IS LOST OR STOLEN YOU MAY LOSE SOME OR ALL OF YOUR MONEY ON THE PAYSAFECARD. WE WILL NOT BE ABLE TO ASSIST OR REIMBURSE YOU IF YOU LOSE YOUR PAYSAFECARD OR RENDER THEM UNREADABLE IN ANY WAY.

2. Fees

- 2.1 We do not charge any fees for checking your balance and statements on the Website. However, the following fees do apply:
 - 2.1.1 Redemption Fee according to Section 5: € 7.5
This Redemption Fee will be directly deducted from the balance of your paysafecard.
 - 2.1.2 Monthly Maintenance Fee: FREE for the first 12 months after purchase and € 3 per month thereafter
This fee will be directly deducted from the balance of your paysafecard.
 - 2.1.3 Exchange rate fee according to Section 7.

3. Buying a paysafecard

- 3.1** We have a relationship with a number of Distribution Outlets ("Distribution Outlets"), where the paysafecard can be purchased. Distribution Outlets near your location can be found on the Website.
- 3.2** You can purchase a paysafecard only from a Distribution Outlet upon payment by you of the value printed on the paysafecard ("Value"). Paysafecards are available in the denominations listed on the Website.
- 3.3** You can purchase up to 10 paysafecards from a Distribution Outlet at any one time.
- 3.4** Each paysafecard is allocated its own unique Personal Identification Number ("PIN"). When you purchase a paysafecard in person, the Distribution Outlet will hand over to you a paper voucher showing amongst other information your PIN. If the Distribution Outlet is an electronic retailer, your PIN will be transmitted in electronic form, and you should print this out for safekeeping. The contract between you and us is concluded for an indefinite term. Due to technical reasons it may be the case that an expiry date is printed on your paysafecard. However, this does not have any impact on the term of the contract or the Value stored on the paysafecard.

4. Using a paysafecard

- 4.1** You may use paysafecard with those online retailers and service providers which accept paysafecard as a means of payment ("Webshops"). Once you have purchased a paysafecard you can use it to purchase products and services from these Webshops. In order to use paysafecard, you will need access to a device with an internet connection where JavaScript must be enabled in the browser.
- 4.2** You may use your paysafecard as often as you like to purchase goods or services up to a total of the Value remaining on the paysafecard.
- 4.3** You may use up to 10 paysafecards on the same transaction. The transaction amount cannot exceed EUR 250,- per single transaction.
- 4.4** When you pay using your paysafecard you will be asked to enter the paysafecard's PIN.
- 4.5** Upon entering the PIN, you irrevocably authorise the Webshop to request that we deduct the funds immediately from your paysafecard for the relevant product/service. At the same time you irrevocably authorise us, to process the deduction from the paysafecard and authorise the payment to the Webshop.
- 4.6** All debits from the paysafecard shall be in Euro. If you are paying for goods and services in another currency, the amount payable shall be converted in accordance with Section 7.
- 4.7** 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. A purchase of paysafecard over the Internet is allowed exclusively through authorized online web shops, listed on the Website.
- 4.8** You can check the balance and transaction record of each of your paysafecards at any time on the Website by entering the paysafecard PIN.
- 4.9** If you find that your paysafecard is defective, you should tell us immediately, either by phone or by e-mail (info.mt@paysafecard.com). If it is not possible to remedy the defect, we will provide you with a new paysafecard. If the Value of the newly issued paysafecard is higher than the balance on the defective aysafecard, you will be required to pay additional funds to us to cover the difference.

5. Your right of redemption

You may at any time request a redemption of the remaining funds on your paysafecard. To do so, send us an e-mail to info.mt@paysafecard.com requesting a redemption or call customer services (check phone number at www.paysafecard.com). Before we can redeem the remaining funds to you we will need you to provide us with the serial number of the paysafecard, the value left on your paysafecard, your full name, email address

and a contact phone number, a legible copy of your photo identification document, a legible copy of your paysafecard as well as your personal bank account details in the European Union including IBAN and BIC where you would like us to transfer the money. 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 redemption request. A

Redemption Fee will apply in the following cases:

- Redemption is requested before the expiry of your contract
- Redemption is requested more than one year after the date of the expiry of the contract

6. Termination

- 6.1** Under these Terms and Conditions, you have the right to terminate at any time during the contract period and you can also ask for redemption of the balance left on your paysafecard according to Section 5. If you have purchased a paysafecard by means of distance communications (e.g. online, vending machine), you have a right to withdraw from the contract within 14 days after the purchase without being charged any fees.
- 6.2** If you terminate a paysafecard, we will arrange for any unused funds to be redeemed to you, once all transactions and applicable fees have been deducted in accordance with section 5 above.
- 6.3** We may block or terminate a paysafecard and terminate our contract with you immediately if we suspect any fraud or misuse of a paysafecard occurring, if we have other security concerns or we need to do so to comply with the law. This applies for example if we suspect that paysafecards were purchased at file sharing networks/bourses or similar, either in return of payment or for no payment. We will provide you with a replacement paysafecard if you contact us and if we believe such circumstances no longer apply. If the paysafecard value of the newly issued paysafecard is higher than the balance on the defective paysafecard, you will be required to pay additional funds to us to cover the difference.

7. Currency

- 7.1** The paysafecard is issued in Euros (€). Any payments made for goods/services in another currency shall be converted into Euro using the exchange rate applicable on the date of transaction. Our applicable exchange rates will be posted daily on the Website (Weblink: <https://www.paysafecard.com/en-mt/currency-calculator/>) and will be displayed during the payment transaction. The exchange rate used and the amount that will be debited from the paysafecard will also be shown at the time of the transaction.
- 7.2** For every cross currency transaction (where paysafecard currency is not the payment currency in the Webshop) where one of the involved currencies is EUR a general exchange rate fee of 2 % of the transaction amount will be applied. However for cross currency transactions where EUR is not involved in the transaction an exchange rate surcharge of 4.04 % of the transaction amount will apply.

8. Your duty to take due care, security and PIN protection

- 8.1** You must check your receipt or your paysafecard confirmation has a PIN and serial number. If you cannot read your PIN but you are able to read the serial number or you believe confirmation is corrupted in any way then you must inform us by phone (check phone number at www.paysafecard.com) or by e-mail (info.mt@paysafecard.com) stating the serial number of the paysafecard. We will then provide you with a new paysafecard. If you are unable to read the PIN and the serial number of the paysafecard then you must send us a copy of the print out by fax (fax no: +43 1 720 83 80 12). Once we have verified we will send you a new paysafecard.
- 8.2** You must keep your paysafecard and PIN safe and protect it from access by unauthorised third parties. Do not give your PIN to any unauthorised third party. All transactions made using your paysafecard or PIN will be treated as being authorised by you.
- 8.3 IF YOU LOSE YOUR PAYSAFECARD IT WILL NOT BE REPLACED.**
- 8.4 PLEASE BE AWARE THAT IF YOUR PAYSAFECARD IS LOST OR STOLEN YOU MAY LOSE SOME OR ALL OF YOUR MONEY ON THE PAYSAFECARD. WE WILL NOT BE ABLE TO ASSIST OR REIMBURSE YOU IF YOU LOSE YOUR PAYSAFECARD OR RENDER THEM UNREADABLE IN ANY WAY.**

- 8.5** If you believe any of your paysafecard transactions are incorrectly executed you must notify us without undue delay but within 13 months of the date of the debit. If you believe your paysafecard has been stolen, you must inform us without undue delay. In either case you can notify us or inform us by phone (check phone number at www.paysafecard.com) or by e-mail (info.mt@paysafecard.com) so that any remaining balance on the paysafecard can be blocked. To enable us to block a paysafecard we will require the serial number.
- 8.6** Subject to section 11 below, unless we have reason to suspect fraud, deliberate or negligent behaviour on your part and as long as your claim is made within the time limit specified in 8.5 above, we will provide you with a new paysafecard for the amount under investigation.
- 8.7** Before we provide you with a new paysafecard you must provide us with proof of purchase of the stolen/abused paysafecard. In the case of a stolen paysafecard you may also be required to provide us with the crime reference number issued by the police. Any difference between the Value of the blocked paysafecard and the Value of the newly issued paysafecard will be borne by you.

9. Complaints

If you are unhappy in any way with our paysafecard or the way our service is managed, tell us by e-mailing info.mt@paysafecard.com so we can investigate the circumstances for you. Any complaints you make will be dealt with quickly and fairly. You are also able to take your complaints to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: +44 207 964 0500 and e-mail: complaint.info@financial-ombudsman.org.uk.

10. Disputes with retailers

- 10.1** If you are unhappy in any way with our paysafecard or the way our service is managed, tell us by e-mailing info.mt@paysafecard.com so we can investigate the circumstances for you. Any complaints you make will be dealt with quickly and fairly. You are also able to take your complaints to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: +44 207 964 0500 and e-mail: complaint.info@financial-ombudsman.org.uk.
- 10.2** Remember that once you have used a paysafecard to make a purchase we cannot stop that transaction.

11. Liability

- 11.1** If you are affected by something which is our fault, we will only be responsible for loss you suffer as a direct result up to a maximum of the balance on the paysafecard and not for any other loss (for example, loss of reputation).
- 11.2** In the case of a payment that was incorrectly executed due to an error by us, we shall, as soon as practicable, and at our sole discretion either (i) issue you with a new PIN or, (ii) transfer to your bank account the payment amount including all fees deducted therefrom and we may ask you for proof of purchase of the paysafecard, proof of identification and bank details (as necessary). This shall not apply, and you shall be responsible for all losses on the paysafecard:
- 11.2.1.** if you have acted fraudulently or compromised the security of your paysafecard with intent or gross negligence; or
- 11.2.2.** if you fail to dispute and bring the incorrectly executed transaction to our attention within 13 months from the date of the transaction.
- 11.3** In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.
- 11.4** 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.

- 11.5** We shall not be liable for any indirect or consequential losses including but not limited to loss of profit, loss of business and loss of reputation. We shall not be liable for any losses arising from our compliance with legal and regulatory requirements.
- 11.6** Nothing in these Terms and Conditions shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.
- 11.7** We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of the Account or services provided in these Terms of Use.
- 11.8** We accept no responsibility or liability for a Webshop refusing to honour a transaction on a paysafecard or failing to cancel an authorisation.
- 11.9** We are not liable to you for any losses caused by acts of God, riots, war, natural disasters or other occurrences which are beyond our reasonable control.
- 11.10** We do not guarantee the permanent availability of the paysafecard system, in particular the availability of the systems of Distribution Outlets or Webshops.
- 11.11** The Financial Services Compensation Scheme does not apply.

12. Data Protection

You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect our respective rights and obligations under data protection legislation. You may withdraw this consent by cancelling your paysafecard. If you withdraw consent in this way, we will cease using your data for this purpose, but may continue to process your data for other purposes where we have other lawful grounds to do so, such as where we are legally required to keep records of transactions.

We do not collect any personal data when you purchase or use a paysafecard from a Distribution Outlet. Personal data is collected when you provide personal data to our Website. We use cookies for the purpose of system protection and protection against misuse. You must accept these cookies in order to use our Website. All personal data is handled in accordance with our Privacy Notice which can be viewed on <https://www.paysafecard.com/en-mt/data-protection/>.

13. Assignment of the Contractual Relationship

We may assign the rights and duties of these Terms and Conditions to another company at any time, on giving you at least 2 months prior notice of this by posting such a notice on the Website. If we do this, your rights will not be affected. In this case, you can object within 2 months and terminate your contract with us with immediate effect. For further information see Section 6 (Termination). In such circumstances you will not be charged a Redemption Fee. You will not be entitled to assign any rights under the Terms and Conditions.

14. Governing law

These terms and conditions are governed by Maltese law and the Maltese courts will deal with any legal proceedings between us. Communications and notifications shall be made in English.