

# General Terms and Conditions of the “my paysafecard” Account

Version: 06/2018

## 1. General

- 1.1. The my paysafecard account is set up 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.mt@paysafecard.com](mailto:info.mt@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 Malta.
- 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/mt](http://www.paysafecard.com/mt) ("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. These T&Cs apply to the electronic money in your account, together with any supplemental terms governing cards linked to the my paysafecard account (if applicable). In the event of any conflict between the supplemental terms and these Terms and Conditions, the former shall come first. 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. Requirements

- 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 Maltese 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. Subject to clause 5A, 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: Load limits (as per clauses 4 and 6), payment limits (as per clause 5), and/or other limits (based on risk assessment) apply to "Standard" status my paysafecard accounts. Further information on individual limits can be accessed by the customer after logging in to their my paysafecard account, by viewing the "Your current limits" section in their account overview. PSC is entitled to temporarily or permanently increase or reduce these limits at its own discretion.

#### **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 clause 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. Please note that we can change the types of documents you need to supply and if we do, we will update the information on the document upload page on the PSC website.

**3.3.2.** Activation: after the required documents have been positively verified, the my paysafecard account may, at PSC's discretion, be upgraded to "Unlimited" status and the customer will be informed accordingly via e-mail.

**3.3.3.** Limits: Different limits apply to "Unlimited" status my paysafecard accounts. These limits are based on a risk assessment. Further information on individual limits can be accessed by the customer after logging in to their my paysafecard account on the PSC Website, by viewing the "Your current limits" section in their account overview. PSC is entitled to temporarily or permanently increase or reduce these limits at its own discretion.

### **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 (see clause 3.3.3 above) in the login-page of the PSC Website 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 Malta, and authorised by PSC, 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 who accept payment from my paysafecard accounts up to the amount of their 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 and is used. 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 to a merchant who accepts payment from my paysafecard by selecting the "payment by paysafecard" option displayed on the merchant's website. 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 (and / or complies with any other security procedures that PSC may tell the customer about from time to time or which the merchant may require) 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. The customer must comply with the security procedures PSC tells them about from time to time.
- 5.5. Rejection of payment orders: PSC will reject a payment transaction if:
- carrying out the transaction would violate provisions of national or EU law, or a court order or official order;
  - there is a well-founded suspicion that carrying out the transaction would constitute an offence or is prohibited to prevent money laundering;
  - access data and/or security parameters have not been supplied or supplied incompletely;
  - the my paysafecard account is frozen, or
  - 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 by sending an email to the email address stored in the customer's my paysafecard account. Details of rejected payment transactions will be displayed in the transaction history in the customer's my paysafecard account.
- 5.7. If we are late in executing a payment that the customer instructs us to make the customer may ask us to contact the recipient's payment service provider and ask them to credit it as if it had been received on the correct day.

## 5.A Third Party Providers

### 5.A.1 The customer can:

- a. instruct a Third Party Provider to access information on its my paysafecard account; or
- b. in the event that PSC provides customers with the ability to initiate payment orders from the customer's my paysafecard account, make payments from its my paysafecard account,

as long as the Third Party Provider is open and transparent about its identity and acts in accordance with the relevant regulatory requirements (but unless PSC says otherwise, the customer must not give its security details to a third party). PSC will treat any instruction from a Third Party Provider as if it were from the customer.

**5.A.2** PSC may refuse to allow a Third Party Provider to access a customer's my paysafecard account if it is concerned about unauthorised or fraudulent access by that Third Party Provider. Before PSC does this, it will tell the customer and explain the reasons for doing so, unless it is not reasonably practicable, in which case PSC will tell the customer immediately afterwards. In either case, PSC will tell the customer in the way in which it considers most appropriate in the circumstances. PSC won't tell the customer its reasons where doing so will undermine its reasonable security measures or otherwise be unlawful. PSC may make available to a Third Party Provider a specific means of accessing a customer's my paysafecard account. If it does, and the Third Party Provider tries to access the my paysafecard account by a different way, PSC may refuse to allow that access.

**5.A.3** If the customer thinks a payment may have been made incorrectly or is unauthorised, it must tell PSC as soon as possible even where the customer uses a Third Party Provider.

## 6. Receipt of Payments

**6.1.** Merchants may offer customers the option of making payments into the customer's 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 together with the date of receipt (the credit value date), the fees charged and, where applicable, any exchange rate used. Each transaction is given a unique transaction ID and shown in the transaction history. We will not alter or amend information displayed in your online transaction history. You should regularly reconcile incoming payments with your own records.

**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 or;
- 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, the date of receipt or transmission (the credit debit or value date), the fees charged and, where applicable, any exchange rate used. To do so, PSC will use the transaction history available in the Customer section of the customer's my paysafecard account. Each transaction is given a unique transaction ID and shown in the transaction history. You should quote this transaction ID when communicating with us about a particular transaction. You should check your my Paysafe card account balance and transaction history regularly. You should report any irregularities or clarify any questions you have as soon as possible by contacting PSC customer service at [[info.mt@paysafecard.com](mailto:info.mt@paysafecard.com)]. PSC will not alter or amend information displayed in customers online transaction history.

**7.2.** PSC will send customers an e-mail notification every month reminding them to log into their my paysafecard account and download in a pdf file and/or print this information to enable them to store and reproduce this

information in an unchanged form. The customer therefore consents to viewing and calling up this information in electronic format.

## **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.** If PSC thinks the customer's my paysafecard account is at risk of fraud or a security threat, PSC will use the fastest and most secure way of contacting the customer using the details the customer has provided to tell them what they need to do to help deal with that risk. 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 (subject to clause 5.A).
- 9.2.** To prevent misuse by third parties, customers 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 with undue delay by telephone (see hotline number on the PSC Website) or online under <https://www.paysafecard.com/en-mt/security/lock-account/> to have their my paysafecard account frozen ("Freezing Notice"). Any undue delay in notifying PSC may not only affect the security of the customer's your my paysafecard account but may result in the customer being liable for any losses as a result, where the customer's failure to notify is intentional or grossly negligent. If the customer suspect that its my paysafecard account was accessed by someone else, it should also contact the police and report the incident.**
- 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.mt@paysafecard.com](mailto:info.mt@paysafecard.com) before entering your user name or password.**

## 10. Fees

PSC shall not charge any fees for activation or payments in Euro, or for checking the account balance and data in the Customer section of the my paysafecard account on the PSC 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.

**Inactivity Fee:** In principle the my paysafecard account is provided to the customer free of charge. However, PSC will charge an inactivity fee of € 5 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-mt/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 a currency other than the currency of the my paysafecard account 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-mt/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. Freezing the my paysafecard Account

**11.1.** We may freeze the customer's my paysafecard account or otherwise restrict its functionality on reasonable grounds relating to the security of the my paysafecard account or any of their security features or if we reasonably suspect that an unauthorised or fraudulent use of the customer's my paysafecard account has occurred or that any of its security features have been compromised. We will notify the customer if we freeze the my paysafecard account and of the reasons for such action in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying the customer would be unlawful or compromise our reasonable security interests. We will unfreeze the my paysafecard account as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

## 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 a full refund of the payment amount be made as soon as reasonably practicable, 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 cannot guarantee a merchant will accept payments from a my paysafecard account, or that PSC will authorise any particular transaction. This may be because of a systems problem, something outside PSC's reasonable control, or because PSC are concerned that the my paysafecard account is being misused. Accordingly, PSC shall not be liable in any event that a merchant refuses to accept payment from a my paysafecard account, or if PSC does not authorise a transaction, or if PSC cancels or suspend use of the my paysafecard account, to the extent permitted under these T&Cs and the law.
- 13.2.** Unless otherwise required by law, PSC shall not be liable for any direct or indirect loss or damage the customer may suffer as a result of the customer's total or partial use or inability to use their my paysafecard account, or the use of their my paysafecard account by any third party. PSC will also not be liable for any losses or expenses incurred by the customer arising from PSC's compliance with legal and regulatory requirements.
- 13.3.** In the event that the customer does not use the my paysafecard account in accordance with these T&Cs or PSC find that the customer is using their my paysafecard account fraudulently, PSC reserves the right to charge the customer for any reasonable costs that PSC incurs in taking action to stop the customer using the my paysafecard account and to recover any monies owed as a result of the customer's activities.

### **14. Liability on the Part of the Customer**

- 14.1.** The customer shall inform PSC without undue delay if they notice that an unauthorised or incomplete payment transaction has been carried out using the customer's my paysafecard by using the contact details set out on the PSC Website at <https://www.paysafecard.com/contact-options>. 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.
- 14.2.** If the customer has an indication or suspicion that their my paysafecard 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 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.
- 14.3.** In the case of an unauthorised payment or a payment that was incorrectly executed due to an error by us, PSC shall, as soon as practicable, refund the payment amount including all fees deducted from it. This shall not apply:
- 14.3.1** where the unauthorised payment arises from the customer's failure to keep their access data safe in accordance with section 9.1 of these T&Cs, in which case the customer shall remain liable for the first EUR 50,00 (or equivalent in the currency of your my paysafecard account) unless section 14.3.3 applies;
- 14.3.2** if the customer fails to notify PSC without undue delay of any loss of access data or other event that could reasonably be expected to have compromised the security of the customer's my paysafecard account after the customer has gained knowledge of such event in which case the customer shall remain liable for losses incurred until they notify us;
- 14.3.3** if the transaction was unauthorised but the customer has acted fraudulently or compromised the security of their my paysafecard account with intent or gross negligence, in which case the customer shall be solely liable for all losses; or
- 14.3.4** if the customer fails to dispute and bring the unauthorised or incorrectly executed transaction to PSC's attention within 13 (thirteen) months from the date of the transaction.
- 14.4.** Unless the customer has acted fraudulently, section 14.3.1 shall not apply to transactions made after the customer has notified PSC in accordance with section 9.3, where PSC has failed to provide the customer with

appropriate means for notification or PSC is required to use strong customer authentication but fails to do so, in which case PSC shall remain liable and refund any unauthorised transaction to the customer as soon as practicable.

- 14.5. Without prejudice to the foregoing, the customer is asked to check the transactions history of their my paysafecard account regularly and frequently and to contact PSC customer services immediately with any questions or concerns.
- 14.6. In the case of any incorrect or misdirected payment, PSC shall take reasonable measures to assist the customer with tracing and recovering such payments.
- 14.7. Subject to the foregoing, PSC 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.

## 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 Malta to which the amount is to be transferred. They shall also attach a legible copy of their passport or other valid photo identification. To comply with statutory provisions PSC may ask the customer to provide other information (such as the paysafecard PIN) before making the redemption.
- 15.2. There is no minimum amount for a redemption of electronic money, but there must be enough electronic money in the account to cover the fees due when the redemption is made. The fees stated under Clause 10 will be charged for a redemption made during the term of the contract and after expiry of the one-year period after the end of the contract. Any redemption within one year of the end of the contract shall be free of charge for the customer.
- 15.3. When making a redemption PSC will transfer the amount selected by the customer, minus the relevant fees, into an account in Malta 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 redemption can be processed. In connection with the redemption transaction, the customer agrees that PSC will verify their identity before redeeming the amount, to prevent fraud and to comply with anti-money laundering regulations and other legal requirements.
- 15.4. No redemption 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&C, PSC is entitled to charge a redemption fee also after termination of the contract.**

## 16. Data Protection

- 16.1. The customer explicitly consents to PSC accessing, processing, and retaining any information the customer provides to PSC, for the purposes of providing payment services to the customer. This does not affect the respective rights of PSC and the customer and obligations under data protection legislation. The customer may withdraw this consent by closing the my paysafecard account. If the customer withdraws consent in this way, PSC will cease using the customer's data for this purpose, but may continue to process the customer's data for other purposes where PSC has other lawful grounds to do so, such as where PSC is legally required to keep records of transactions.

**16.2.** 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 the PSC Website. By using the services the customer agrees to accept the Privacy Notice which can be found at <http://www.paysafecard.com/en-mt/data-protection/>.

**16.3.** 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.mt@paysafecard.com](mailto:info.mt@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 a serious 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). Serious 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 unlawful 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 reasonable 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 customer's 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 communication 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 which are available on the PSC Website at <https://www.paysafecard.com/en-mt/currency-calculator/>.

**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 in the customer's my paysafecard account 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. Notifications to the Customer**

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 my paysafecard account on the PSC Website or by contacting PSC customer service at [info.mt@paysafecard.com](mailto:info.mt@paysafecard.com). PSC accepts no liability if the customer fails to inform them of changes to their contact details, as required.

## **22. Applicable Law/Complaints**

**22.1.** This contract shall be subject to the laws of Malta. If any clauses or parts of clauses are ineffective, the effectiveness of the remainder of the contract shall not be affected.

**22.2.** 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, phone +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, Maltese courts have non-exclusive jurisdiction.