

## General Terms and Conditions

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### 1 General Provisions

- 1.1 paysafecard is a prepaid voucher that may be used in order to purchase goods and/or services from dedicated online webshops ("Webshops"). paysafecard is not a credit card, bank account or debit card. paysafecard cannot be used to make offline purchases.
- 1.2 Your paysafecard is issued and managed by paysafecard.com Schweiz GmbH, which has its registered office in Business Village Luzern, Platz 6, CH-6039 Root D4, Switzerland (register no. CH-035.4.037.599-3). Under Swiss law, we render our services as a Swiss financial intermediary affiliated to the self-regulating organisation SRO FIDUCIARY | SUISSE. SRO FIDUCIARY | SUISSE has a licence from the Swiss Financial Market Supervisory Authority (FINMA) for the supervision of its members in accordance with the Money Laundering Act.
- 1.3 Please read these General Terms and Conditions carefully and print and retain a copy, as these constitute our agreement with you concerning the use of the paysafecard. By purchasing and/or using a paysafecard you agree to these General Terms and Conditions. You can download a copy of these Terms and Conditions at any time from our website [www.paysafecard.com](http://www.paysafecard.com) or any website that may replace it ("Website").
- 1.4 We may at any time modify or remove any provisions under these General Terms and Conditions, or add new provisions thereto (collectively, referred to as "amendments"). Notice of any such amendments will be published on our Website thirty (30) days before they become effective. Please check the Website regularly for such amendments. Your use of the paysafecard after these amendments are in force will constitute your acceptance of such modifications. As of the date indicated in the notice, any modified terms and conditions will apply to all future transactions made with the paysafecard.
- 1.5 Notwithstanding the foregoing, we reserve the right to make such amendments without prior notice where such amendments are required immediately for purposes of maintaining or restoring security of the paysafecard or the Website, or in order to comply with the law or a direction from a relevant government regulator. We may also, where required by the law or direction from a relevant government regulator, cancel or suspend any features or services of the paysafecard without prior notice.

### 2 Fees

We shall not charge you for checking your Balance on the Website. However, the following fees apply:

- 2.1 Monthly Maintenance Fees (6 months after issue): 0,500 KWD per month  
No maintenance fees will be charged during the first six (6) months immediately following the purchase of your paysafecard; thereafter, a maintenance fee in the amount indicated on your paysafecard will be charged each month for the immediately preceding month. This fee is payable in respect of each paysafecard you may hold. This fee will be deducted directly from the Balance on your paysafecard.
- 2.2 Exchange surcharge according to **Section 6** point 1: 1% or 4.03% of the Transaction Amount depending on the currencies involved in the exchange.

- 2.3 Refund Fee according to Section 5: 3,000 KWD This Refund Fee will be directly deducted from the balance of your paysafecard unless the return was due to lacking or faulty services and the request for the same was raised within 14 (fourteen) days after the date of receiving it.

**Please note: Some Webshops may charge administration or other fees for the use of the paysafecard, which will be included in the Transaction Amount. We advise that you consult the Webshop's terms and conditions to obtain any information on such fees prior to completing any Transaction.**

### 3 Get a paysafecard

- 3.1 paysafecard is available for purchase at a number of authorised outlets ("PoS Outlets"). PoS Outlets near your location can be found on the Website. You can purchase a paysafecard only upon payment of the value printed on the paysafecard ("Value") to the authorised PoS Outlet. The Value of the paysafecard corresponds to the available balance on the paysafecard ("Balance"). **paysafecards cannot be re-loaded with additional funds.**
- 3.2 A PIN is allocated to each paysafecard. When you purchase a paysafecard from an Outlet, you will receive the paysafecard in the form of a print-out or in the form of a plastic card. If you receive the paysafecard in the form of a print-out, the PIN and a serial number for the paysafecard, together with other information will appear thereon. If you receive the paysafecard in the form of a plastic card, the serial number appears on the front of the card, while the PIN is concealed under a scratch-off panel. Please ascertain that the PIN is fully covered by that scratch-off panel.

### 4 Use of the paysafecard

- 4.1 You may use the paysafecard with dedicated Webshop accepting paysafecard, subject to any terms and conditions as may be required by such Webshop. Prior to completing a Transaction, you will be asked to enter your PIN in order to validate the Transaction. Upon entering your PIN, you irrevocably authorise the debit of the amount due to the Webshop including all any applicable taxes and shipping costs ("Transaction Amount"). You acknowledge that the Balance will be decreased by the Transaction Amount, plus currency conversion fees, if applicable, irrespective of whether or not you receive the goods and/or services in question. **Please note that a validated Transaction cannot be revoked.**
- 4.2 All debits of Transaction Amounts from your Balance will be made in local currency. If you pay for goods or services in another currency, the Transaction Amount will be converted into Local Currency at the exchange rate applicable at the time of the Transaction which rate and conversion amount will be posted on the Website and will be also shown at the time of the Transaction.
- 4.3 You may use your paysafecard as often as you like to purchase goods or services up to a total of the Value. You may use several paysafecards for the same payment ("Transaction"). The maximum single Transaction amount is stated on our Website. The Transaction Amount made with a paysafecard (or multiple paysafecards, where more than one paysafecard may be used in one Transaction) is limited to the Balance remaining thereon. An attempt to complete a Transaction with a paysafecard, or with multiple paysafecards, with a Balance in an amount less than the Transaction Amount will result in the Transaction being declined.

- 4.4 You are responsible for keeping track of your Transactions and your Balance. You may check the Balance on your paysafecard on the Website at any time. No paper statements are issued. You may consult a list of the Transactions made with your paysafecard on the Website at any time.
- 4.5 If you note any discrepancy relating to your Transactions on your paysafecard posted on-line and your records, you must immediately contact us at [info@paysafecard.com](mailto:info@paysafecard.com). We reserve the right to ask you to provide us with additional written information (such as your receipt from a Webshop). If you fail to notify us within thirty (30) days from the date of a Transaction, the amount in your account with respect to such Transaction will be deemed correct. Provided you have provided us with any requested information, we will correct any error on our part by crediting the amount to your Balance or by issuing of a new paysafecard. Subject to Section 9.1 below if, in our view, the discrepancy is not due to any error on our part, we will not credit your account and will notify you thereof by email as soon as possible.
- 4.6 If you think that your paysafecard is defective, you should immediately inform us thereof by calling our hotline number (see number on our Website) or via e-mail ([info@paysafecard.com](mailto:info@paysafecard.com)). A defective paysafecard will be repaired no cost for you. If the paysafecard cannot be repaired, we will provide you with another paysafecard with a balance equivalent to the Balance that was on the paysafecard, in accordance with our records, at the time you report the defect to us.

**Please note:** Without our express approval any legal transaction of resale of paysafecard is prohibited. Likewise, any further transfer of paysafecards (in return of payment or gratuitous) outside the money laundering requirements is prohibited. In particular, it is forbidden to sell, trade or purchase paysafecards on unauthorized Internet platforms. This prohibition applies specifically to file sharing network/bourse. A purchase of paysafecard over the Internet is allowed exclusively through authorized online web shops, listed on the Website.

## 5 Refunds

- 5.1 You may obtain a refund of the Balance on your paysafecard at any time by calling **our hotline number** or via e-mail ([info.kw@paysafecard.com](mailto:info.kw@paysafecard.com)), subject to a refund fee of 3,000 KWD which will be deducted from your Balance. To be eligible for a refund, you must be the original purchaser of the paysafecard and we may require you to certify this in writing as a condition to providing a refund, and you must not be a person to whom transfers of funds is restricted by any country or region (such as by economic sanctions of the European Union, United Nations or United States of America). You will have to provide the paysafecard's serial number, the PIN, and the remaining Balance. You will also have to provide us with your full name, address, email, telephone number, and send us a copy of your paysafecard, copies of identification containing your address and the name of the bank and number of the bank account to which you wish the refund to be sent, and any other information that we may be obligated to request by law before the refund can be processed.

## 6 Currency

- 6.1 For a cross currency Transaction from a local currency into EUR, a general exchange surcharge of 1 % of the Transaction Amount will be applied. For cross currency Transactions from a local currency into USD (and into all other currencies except EUR), a general exchange surcharge of 4.03 % of the Transaction Amount will apply. However, the exchange surcharge may differ according to the currencies involved.

- 6.2 Our applicable exchange rates will be posted daily on the Website (Weblink: [www.paysafecard.com/en-kw/](http://www.paysafecard.com/en-kw/) and will be displayed during the Transaction together with the applicable exchange surcharge. The exchanged rate used and the amount that will be debited from the paysafecard will also be shown at the time of the Transaction.

## **7 Your Duty to Exercise Due Care, Security and PIN Protection**

- 7.1 When purchasing a paysafecard you must verify whether a PIN and a serial number are indicated on the print-out. If you are unable to read the PIN or if you think that your paysafecard has been tampered with in any way, you must immediately inform us thereof by calling **our hotline** or via e-mail ([info.kw@paysafecard.com](mailto:info.kw@paysafecard.com)). You will be asked to provide the paysafecard's serial number. If the serial number is illegible, send us a copy of the paysafecard by e-mail. Replacement of the paysafecard will be possible after our verification of the circumstances.
- 7.2 You should treat your paysafecard like cash. If you lose your paysafecard, we will not replace it or refund you any part of the Balance. You agree to take all reasonable precautions to protect your paysafecard against loss, theft or unauthorized use. Do not disclose your PIN to any unauthorised third party.
- 7.3 If you think that a Transaction with your paysafecard has not been processed correctly, you have to inform us thereof immediately.
- 7.4 **Procedure for stolen vouchers:** If your paysafecard has been stolen or you have cause to believe your paysafecard has been used in an unauthorized way, you agree to inform us thereof immediately. Please contact us in either case by calling **our hotline** (see number on our Website) or via e-mail ([info.kw@paysafecard.com](mailto:info.kw@paysafecard.com)) so that the remaining Balance on your paysafecard can be frozen and the paysafecard cancelled. You will be asked to provide us with your name, the serial number of the paysafecard, the denomination in which the paysafecard was purchased and your recent Transaction history.

**It is impossible to cancel or re-issue a paysafecard without you providing its correct serial number.**

If our records indicate that there is a Balance remaining on the paysafecard, we will cancel the paysafecard and shall issue a new paysafecard in the amount of the Balance on the cancelled paysafecard to you, unless we have reasonable grounds to suspect fraud or gross negligence on your part. We may deactivate any original or replaced paysafecard at any time if fraud is suspected, and the Balance will be deemed forfeited.

**All Transactions carried out prior to notification to us of the loss, theft or unauthorized use of your paysafecard shall be deemed to have been authorized by you.**

- 7.5 We shall only issue a new paysafecard after you have provided us with evidence of purchase of the stolen paysafecard. You shall furthermore be obliged to provide us with the relevant file reference of the police station in charge.
- 7.6 You furthermore agree to cooperate with us in our efforts to recover from and assist in the prosecution of unauthorized users.

## **8 Disputes with retailers**

- 8.1 Any disputes with regard to purchases made with your paysafecard shall be settled by you with the Webshop from which the purchase was made. We shall not be responsible for any problems you may encounter with respect to the goods or services that you purchase with your

paysafecard, including but not limited to quality, safety and security, legality, late or non-delivery, damaged or unsatisfactory goods or services, or any other aspect with respect to the goods or services paid for with your paysafecard.

- 8.2 Please note that we cannot stop or reverse the Transaction once you have authorized the Transaction Amount by entering your PIN.

## **9 Limitation of Liability**

- 9.1 We shall only be liable to you for direct and actual damages which were caused by our own wilful misconduct or gross negligence or the wilful misconduct of gross negligence of our agents acting within the scope of their appointment by us. Subject to any mandatory statutory requirement, in no event shall the amount of our liability exceed the Transaction Amount, nor shall we be liable for any indirect (including, but not limited to, loss of profit and/or data), incidental, consequential, exemplary, punitive or special damages, regardless of how they arise. We shall not be liable in any manner for any goods or services paid for with a paysafecard.
- 9.2 We are not responsible for any temporary interruptions of or delays in service due to maintenance, repairs, website changes or failures, nor shall we be liable for any costs, expenses or damages arising from any such interruption or delay, which may affect the paysafecard and/or the use thereof, including, without limitation, your ability to purchase goods or services with your paysafecard, to verify your Balance, to notify us of theft or misuse of your paysafecard, or use any other service related to the voucher. Furthermore, we assume no liability with respect to any interruption of a Webshop's services or systems, or for a Webshop's refusal to accept the paysafecard for any reason whatsoever.
- 9.3 We shall not be liable if any of our services are temporarily unavailable due to force majeure. Force majeure means anything beyond our reasonable and direct control and shall include, without limitation, acts of God, forces of nature, armed conflicts, terrorism, strikes or other labour disputes, acts of government authorities, power or other utility failure, failure of devices for internet access or of mobile commerce devices, virus attacks, etc.
- 9.4 You shall be liable for all damage caused by any conduct of yours that is in violation of these General Terms and Conditions.
- 9.5 You agree to act responsibly with respect to the use of the paysafecard and the Website. You will not violate any laws or intentionally interfere or disrupt computer networks. If you need to submit personal information to us under the terms hereof, you agree to submit only correct information and not to impersonate any third party.

## **10 Data Protection**

- 10.1 No personal data will be collected when you buy or use a paysafecard. Personal data is collected when you provide personal data to our Website.
- 10.2 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 Policy which can be viewed <https://www.paysafecard.com/en-kw/data-protection/>

## **11 Assignment**

- 11.1 We may assign our rights and obligations under the present General Terms and Conditions at any time on giving you notice at least 2 (two) weeks prior notice on our website. In that case, your rights will not be affected.
- 11.2 These General Terms and Conditions will remain binding on you, your heirs, executors, permitted assigns and other representatives. In the event we decide to reimburse you for any claim you have submitted or provide you with a credit to your Balance or payment with respect to any Transaction Amount, you will be deemed to have assigned to us all your rights and recourses that you had, have had, or may have against all third parties equal to the amount we have paid to you or credited to your Balance. You agree not to pursue such claim from such third party for the amount we have paid to you and/or credited your Balance. Furthermore, you agree to cooperate with us if we take action against the third party for the amount so paid or credited. Failure to exercise these rights under this agreement will not constitute any renunciation to our rights to exercise them in the future.

## **12 Interpretation, Applicable Law and Place of Jurisdiction, Severability Clause**

- 12.1 The present General Terms and Conditions, as may be amended from time to time, constitute the entire agreement between you and us. It shall be interpreted and governed by Swiss laws. Any dispute shall be settled by the competent courts in CH-Root Längenbold, Switzerland.
- 12.2 If you have a complaint about any aspect of your dealing with us please contact us via calling **our hotline** (see number on our Website) or via e-mail ([info.kw@paysafecard.com](mailto:info.kw@paysafecard.com)). We have an internal dispute resolution process whereby we will endeavour to resolve any complaint. No other party is entitled to make statements or commitments on our behalf and is not authorized to respond to your complaints. Accordingly, please direct any complaints only to us.
- 12.3 If any provision of these General Terms and Conditions or any portion of such provision, or a subsequent modification thereto, shall be held invalid, illegal or unenforceable under applicable law, the remaining provisions of these General Terms and Conditions shall not be affected thereby and shall remain valid and enforceable in accordance with same.