



General Terms and Conditions of the "myPaysafe" Account

Version: 07/2023 - United Kingdom

1. General

1.1. The myPaysafe 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 First Floor, 2

Gresham Street, London, EC2V 7AD, United Kingdom (company number 05761861). PSC can be contacted via the contact options which can be found at www.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).

1.2. The opening, using, and closing of the myPaysafe account, and also matters relating to the redemption of electronic money kept in the myPaysafe account, are subject to these General Terms and Conditions ("T&Cs"), which shall constitute the contract between PSC and the customer ("you"). The language of the contract shall be English. The communication with the customer will be primarily conducted in English, but the customer can also choose one of the supported other languages provided for the customer request. Documents or communications in languages other than English are for convenience only and shall not constitute an obligation for us to conduct any further communication in that language. By registering for a myPaysafe account the customer agrees that these T&Cs shall apply. The most recent version of the T&Cs is available on PSC's website <http://www.paysafecard.com/> ("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 myPaysafe account. Furthermore, you are obliged to use your myPaysafe 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 myPaysafe 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 myPaysafe account exclusively belongs to the person (you, the customer) who opened the account. You are not entitled to transfer the myPaysafe account to a third party.**

Please note: The primary purpose of a myPaysafe account is for making and receiving payments. It is not a bank account and you will not earn any interest on the electronic money stored in your myPaysafe account. By accepting these T&Cs you acknowledge that the UK Financial Services Compensation Scheme (FSCS) does not apply to your myPaysafe account. Please see the PSC Website for further information on your myPaysafe account and answers to frequently asked questions.

2. Requirements

2.1. You must be resident in the United Kingdom to open a myPaysafe account and must provide an official proof of identity. PSC is entitled to request additional proof of identity from you at any time.

2.2. You need access to a web-enabled computer on which JavaScript is activated in the browser. You also need an e-mail program or a suitable mail app. In addition, you need a mobile phone that is able to receive texts and whose number has been assigned by a UK mobile telephony provider. Provision of such services (that may be subject to a charge) is not part of this contract.

2.3. **You may only open one myPaysafe account. The account must be in your name. It is prohibited to open another myPaysafe account for yourself or another person. If this regulation is violated, we expressly reserve the right to immediately freeze the relevant myPaysafe accounts and terminate this Agreement. By accepting these T&Cs you confirm that you will use the account in your own name and at your own cost, that you are the beneficial owner, and that you are not acting for a third party.**

3. Registration and Approval

3.1. Two types of myPaysafe accounts are offered:

- **"Standard"** myPaysafe accounts

- **"Unlimited"** myPaysafe accounts

3.2. Registering for a "Standard" myPaysafe account:

3.2.1. Online registration: to open a myPaysafe account you must register online on the PSC website (one-time procedure). You must enter the required data accurately. Subject to Clause 5A, you shall, in your own interest, keep such data secret from third parties (see, in particular, Section 9). PSC is entitled to ask for proof of your identity and your place of residence, and to request other documents confirming the accuracy of the information you have provided.

3.2.2. Conclusion of the contract: by sending the online registration form you submit 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 you, in a text message to the mobile phone number entered in the online registration form. After you enter the correct code on the PSC website, and all your data has been positively verified, you will receive an e-mail message in which your application is accepted.

3.2.3. Activating a myPaysafe account: upon acceptance of the application to conclude a contract, you will receive a confirmation link which you can use to activate the "Standard" myPaysafe account.

3.2.4. Limits: Load limits (as per Sections 4 and 6), payment limits (as per Section 5), and/or other limits (based on risk assessment) apply to "Standard" status myPaysafe accounts. Further information on individual limits can be accessed after logging in to your myPaysafe account, by viewing the "Your current limits" section in your account overview. PSC is entitled to temporarily or permanently increase or reduce these limits at its own discretion.

3.3. Activating a myPaysafe account with "Unlimited" status:

3.3.1. Upgrade: before you can perform transactions whose amounts exceed the limits defined in Clause 3.2.4, you must upgrade your myPaysafe account to the status "Unlimited". To do so you must use the document upload function on the PSC website to supply a passport copy 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 myPaysafe account may, at PSC's discretion, be upgraded to "Unlimited" status and you will be informed accordingly via e-mail.

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

4. Loading

4.1. After activation you can load money into your myPaysafe account by using a paysafecard PIN, up to the limit set for your account type (see Clause 3.3.3 above) in the login-in page of the PSC Website and entering the sixteen-digit paysafecard PIN. The current limits are listed on the PSC website.

4.2. You can only use paysafecard PINs purchased by you from a sales outlet located in the UK, and authorised by PSC, for loading funds into a myPaysafe account. PSC reserves the right to extend loading options and you 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 your myPaysafe account.

Please note: It is prohibited to sell, trade in, or purchase paysafecard PINs 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 myPaysafe account using paysafecard PINs that have been purchased unlawfully, and/or to prevent the use of the account balance achieved using unlawfully purchased paysafecard PINs to make payments.

5. Making Payments

- 5.1. You can use your myPaysafe account to make payments to paysafecard merchants who accept payment from myPaysafe accounts up to the amount of your current myPaysafe account balance. The terms and conditions stated on the website of the relevant merchant for accepting payments via a myPaysafe account shall apply.
- 5.2. Payments may be limited depending on the merchant, your age (for example, if you are an adult or not), the status of the myPaysafe account, and the country in which your myPaysafe account was registered and is used. PSC does not guarantee that the myPaysafe account will be available as a means of payment to all merchants at any time.
- 5.3. Payment transaction process: you can initiate a payment transaction to a merchant who accepts payment from myPaysafe accounts by selecting the "payment by paysafecard" option displayed on the merchant's website. The myPaysafe payment window, which shows the payment data, will open. You then authorise the payment transaction by entering your myPaysafe account access data (and / or comply with any other security procedures that PSC may tell you 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 myPaysafe account against illegitimate transactions. You must comply with the security procedures PSC tells you about from time to time.
- 5.5. Rejection of payment orders: PSC will reject a payment transaction if:
 - a.) carrying out the transaction would violate provisions of national law, or a court order or official order;
 - b.) there is a well-founded suspicion that carrying out the transaction would constitute an offence or is prohibited to prevent money laundering;
 - c.) access data and/or security parameters have not been supplied or supplied incompletely;
 - d.) the myPaysafe account is frozen, or
 - e.) insufficient funds are available in the myPaysafe account to execute the transaction.
- 5.6. If payment transactions are rejected, you will be informed immediately by an email sent to the email address stored in your myPaysafe account. Details of rejected payment transactions will be displayed in the transaction history in your myPaysafe account.
- 5.7. If we are late in executing a payment that you instruct us to make, you may contact us by using one of the contact options on our PSC website and 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.

- 5.8. You may allow a merchant that you wish to pay through your myPaysafe account on a regular basis (e.g. for a subscription service) to debit your myPaysafe account for each recurring payment. In this case you authorize us to debit your myPaysafe account also for each subsequent payment. In case that you do not have sufficient amounts on your myPaysafe account, the transaction will be rejected. In order to cancel recurring payments for the future, you should (a) contact us and (b) notify the merchant from which you have purchased the goods or services that you have cancelled the recurring payment. Subject to Clause 5.9, we will not be liable for any recurring payment(s) that are made before you have notified us of the cancellation. You may also add a merchant (recipient) to a list of trusted beneficiaries and authorize such merchant to collect payments from your myPaysafe account that you owe such merchant under a separate contract for the purchase of goods and services. In that case you also instruct us to pay the amount requested by the recipient from your myPaysafe account balance. As a payment provider, we are not obliged to verify and confirm the amount that the recipient requests for payment based on your agreement with such merchant. Furthermore, we will usually not ask you to login to your myPaysafe account, in order to approve each subsequent payment to a trusted beneficiary. In case that you do not have sufficient funds on your myPaysafe account, the transaction will be rejected. You can remove a recipient from your list of trusted beneficiaries by using the respective function in your myPaysafe account or by contacting us by using one of the contact options on our PSC Website.
- 5.9. We will refund any past recurring payment(s) initiated by or through the merchant provided that (a) the original authorization given to us or the merchant did not specify the exact amount of the payment and (b) the amount of the payment exceeded the amount that you could reasonably have expected taking into account your previous spending pattern and the circumstances of the case. You must request such a refund within eight (8) weeks from the date the funds were debited from your myPaysafe account. You agree to provide us with such information as is reasonably necessary to ascertain whether the conditions for a refund described in this Clause 5.9. are satisfied. We will either refund the full amount of the payment or provide you with justification for refusing to refund the payment indicating that you have a right to refer the matter to the Financial Services and Pensions Ombudsman (details in Section 22) if you do not accept the justification provided.

5.A. Third Party Providers

5.A.1. You can:

- a.) instruct a Third Party Provider to access information on your myPaysafe account; or
- b.) in the event that PSC provides you with the ability to initiate payment orders from your myPaysafe account, make payments from your myPaysafe 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, you must not give its security details to a third party). PSC will treat any appropriately authorised instruction from a Third Party Provider as if it were from you.

- 5.A.2. PSC may refuse to allow a Third Party Provider to access your myPaysafe account if it is concerned about unauthorised or fraudulent access by that Third Party Provider. Before PSC does this, it will tell you the reasons for doing so, unless it is not reasonably practicable, in which case PSC will tell you immediately afterwards. In either case, PSC will tell you in the way in which it considers most appropriate in the circumstances. PSC won't tell you 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 your myPaysafe account. If it does, and the Third Party Provider tries to access your myPaysafe account in a different way, PSC may refuse to allow that access.

- 5.A.3. If you think a payment may have been made incorrectly or is unauthorised, you must tell PSC as soon as possible even where you use a Third Party Provider to access your account.

6. Receipt of Payments

- 6.1. Merchants may offer customers the option of making payments into your myPaysafe account. You can start the payment transaction by selecting the "myPaysafe" 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 your myPaysafe account (minus

the merchant's fees, if any). Payments from the merchant to you will be displayed in the transaction history in your myPaysafe 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.) your myPaysafe account is frozen or does not possess the status required for receiving payments
- b.) the limit for the myPaysafe account, in its current status, has been exceeded or;
- c.) the merchant is not authorised to make payments to your myPaysafe account. If a merchant's payment request is rejected, you will be immediately informed of this via e-mail.

7. Information about Specific Payment Transactions

- 7.1. PSC shall immediately supply you 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 your myPaysafe 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 myPaysafe 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 via the contact options which can be found at www.paysafecard.com. PSC will not alter or amend information displayed in your online transaction history.
- 7.2. PSC will send you an e-mail notification every month reminding you to log into your myPaysafe account and download in a pdf file and/or print this information to enable you to store and reproduce this information in an unchanged form. You therefore consent to viewing and calling up this information in electronic format.

8. myPaysafe Account Security

- 8.1. You are obliged to ensure that the data stored in connection with a myPaysafe account is always up to date. You shall immediately enter any changes to their contact data, especially their e-mail address and mobile phone number, in the Customer section of your myPaysafe account.
- 8.2. At any time, PSC is authorised to ask you to prove that your 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 your myPaysafe account, PSC is authorised to contact you 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. You 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 you by PSC in order to prevent unauthorised use of your myPaysafe account.
- 8.4. If PSC thinks your myPaysafe account is at risk of fraud or a security threat, PSC will use the fastest and most secure way of contacting you using the details you have provided to tell you what you need to do to help deal with that risk. The use of your myPaysafe account for making payments is limited to the balance available in your myPaysafe account at the time the transaction is authorised. You can reduce that amount and thus the risk involved in using your myPaysafe account at any time by removing money from the account.

9. Confidentiality of Registration Data and Reaction in Case of Misuse

- 9.1. You are obliged to protect your access data and security parameters from unauthorised use by third parties. In particular, in your own interest, you must not write down your access data in a form that is legible by third parties (subject to Clause 5.A).
- 9.2. To prevent misuse by third parties, you should check, before entering your access data, that the payment window on which you 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 you notice that your access data or security parameters have been lost, stolen, misused, or used in any other unauthorised way, you must contact PSC without undue delay online under <https://www.paysafecard.com/> to have your myPaysafe account frozen ("Freezing Notice"). Any undue delay in notifying PSC may not only affect the security of your myPaysafe account but may result in you being liable for any losses as a result, where your failure to notify is intentional or grossly negligent. If you suspect that your myPaysafe account was accessed by someone else, you should also contact the police and report the incident.**
- 9.4. The same shall apply if you suspect that another person has obtained knowledge of your access data and security parameters in an unauthorised way or that your 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 are available on the PSC Website at all times. You must 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 access data 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 via the contact options which can be found at www.paysafecard.com before entering your access data.

10. Fees

PSC shall not charge any fees for activation or payments in GBP, or for checking the account balance and data in the Customer section of the myPaysafe account on the PSC Website. Otherwise, the following fees apply:

Redemption fee: For redemptions, as defined in Section 15 of these T&Cs, an amount of GBP 6 will be directly deducted from the amount redeemed. The fee shall be charged for every redemption.

Inactivity Fee: In principle the myPaysafe account is provided to you free of charge. However, PSC will charge an inactivity fee of GBP 5 per month if you have not used your myPaysafe account to make any payment transactions for a period of twelve (12) months. This fee will be deducted from your myPaysafe 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. PSC may, however, charge fees for myPaysafe account payments to certain merchants. These fees will be displayed to you before you authorise the payment.

Exchange rate and exchange rate fee: Any payments made for goods or services in a currency other than the currency of your myPaysafe account (GBP) shall first 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/currency-calculator/>. For every cross-currency transaction into EUR an exchange rate fee of 3% of the transaction amount will be applied. However, for cross-currency transactions where EUR is not involved in the transaction, an exchange rate fee of 6.09 % of the transaction amount will apply. Both the exchange rate and exchange rate fee will be provided to you before the transaction is carried out.

11. Freezing the myPaysafe Account

We may freeze your myPaysafe account or otherwise restrict its functionality on reasonable grounds relating to the security of your myPaysafe account or its security features or if we reasonably suspect that an unauthorised or fraudulent use of your myPaysafe account has occurred or that any of its security features have been compromised. We will notify you if we freeze your myPaysafe

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 you would be unlawful or compromise our reasonable security interests. We will unfreeze your myPaysafe 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, you can demand a full refund of the payment amount be made as soon as reasonably practicable, and PSC shall return your myPaysafe account to the amount at which it would have been without the incorrect payment transaction. Such notification should be made by using one of the contact options on our PSC website. 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, you are entitled to demand a refund of fees that were charged, or which were debited from your myPaysafe 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 myPaysafe 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 myPaysafe account is being misused. Accordingly, PSC shall not be liable in any event that a merchant refuses to accept payment from a myPaysafe account, or if PSC does not authorise a transaction, or if PSC cancels or suspend use of the myPaysafe 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 you may suffer as a result of your total or partial use or inability to use their myPaysafe account, or the use of your myPaysafe account by any third party. PSC will also not be liable for any losses or expenses incurred by you arising from PSC's compliance with legal and regulatory requirements.
- 13.3. In the event that you do not use the myPaysafe account in accordance with these T&Cs or PSC find that you are using your myPaysafe account fraudulently, PSC reserves the right to charge you for any reasonable costs that PSC incurs in taking action to stop you using the myPaysafe account and to recover any monies owed as a result of your activities.

14. Your Liability

- 14.1. You shall inform PSC without undue delay if they notice that an unauthorised or incomplete payment transaction has been carried out using your myPaysafe by using the contact details set out on the PSC Website at <https://www.paysafecard.com>. Claims and objections relating to unauthorised and incomplete payment transactions shall be excluded if you do not notify PSC within 13 (thirteen) months from the day a payment has been incorrectly executed.
- 14.2. If you have an indication or suspicion that your myPaysafe account, access data, password or other security parameters have been lost, stolen, misappropriated, or misused without permission or otherwise, we recommend that you immediately change the password to your myPaysafe account. You must inform PSC in accordance with Clause 9.3. of the loss or theft of your 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 your failure to keep your access data safe in accordance with Clause 9.1 of these T&Cs, in which case you shall remain liable for the first 35 GBP (or equivalent in the currency of your myPaysafe account) unless Clause 14.3.3 applies;
- 14.3.2. if you fail 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 your myPaysafe account after you have gained knowledge of such event in which case you shall remain liable for losses incurred until you notify us;

- 14.3.3. if the transaction was unauthorised but you have acted fraudulently or compromised the security of your myPaysafe account with intent or gross negligence, in which case you shall be solely liable for all losses; or
- 14.3.4. if you fail 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 you have acted fraudulently, Clause 14.3.1 shall not apply (a) to transactions made after you have notified PSC in accordance with Clause 9.3, (b) where PSC has failed to provide you with appropriate means for notification or (c) 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 you as soon as practicable.
- 14.5. Without prejudice to the foregoing, you are asked to check the transactions history of your myPaysafe 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 you 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. You shall be entitled to request the redemption of electronic money in your myPaysafe account at any time by providing the amount to be redeemed from the (electronic money) balance in your myPaysafe account, your full name (first name and surname), your e-mail address, phone number, and details (including IBAN and BIC) of your personal domestic bank account to which the amount is to be transferred. You must also attach a legible copy of your passport or other valid photo identification. To comply with statutory provisions, PSC may ask you to provide other information (such as the paysafecard PIN) before making the redemption.
- 15.2. There is no minimum amount for 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 Section 10 will be charged for 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 you.
- 15.3. When making a redemption PSC will transfer the amount selected by you, minus the relevant fees, into an account in the UK specified by you. For the purpose of compliance with statutory provisions, PSC shall be entitled and obliged to ask you to confirm your identity before the application for redemption can be processed. In connection with the redemption transaction, you agree that PSC will verify your 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 you 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 after termination of the contract.

16. Data Protection

The applicable data protection provisions are available at: <https://www.paysafecard.com/>.

17. Term and Termination of Contract

- 17.1. The contract between PSC and you concerning the use of the myPaysafe account shall apply for an indefinite period of time.
- 17.2. You shall be entitled to terminate this contract via an e-mail message to info@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 you.
- 17.4. If there is a serious cause PSC can at any time terminate the contractual relationship with you 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.) you have made incorrect statements about your identity, or concealed any other material circumstances;
 - b.) you have violated material provisions of these T&Cs;
 - c.) there is a suspicion that you have committed unlawful acts or violated anti-money laundering provisions;
 - d.) you use your myPaysafe account in an illegitimate manner;
 - e.) you use paysafecard PINs which were not bought from an authorised sales outlet to fund your myPaysafe account;
 - f.) there is a reasonable suspicion that you accept paysafecard PINs as a means of payment;
 - g.) you harass or engage in obscene, rude or abusive behaviour against us or any of our representatives;
 - h.) there are security concerns; or
 - i.) 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, your myPaysafe account will be frozen. Unless doing so would be unlawful, PSC shall refund to you any credit balance in your myPaysafe account at the time it is frozen, minus any payments due, in particular fees due, as defined in Section 10 (Fees). In this respect, you must comply with the steps specified for refunds described in Section 15 (Redemption). It will not be possible to redeem electronic money in your myPaysafe 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 you are given written notification of the intended amendments no later than two months before to the date on which they are scheduled to apply.
- 18.2. PSC shall give you 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 your myPaysafe account. The parties agree that, unless you object to the proposed amendments in writing before the date on which they are scheduled to come into force, you will be deemed to have consented to these amendments, which shall become an effective part of the contract with you. You 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 you about the consequences of failing to object to the amendments, and about your right to terminate the contract free of charge, and without notice. For further information about the procedure for terminating the contract, please refer to Section 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/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 you and under these T&Cs to another company at any time. In this case your rights will not be impaired.
- 19.2. PSC shall inform you by e-mail to the e-mail address stored in your myPaysafe account about the intended assignment of the contract at least two (2) months in advance. You shall be entitled to terminate the contract with immediate effect before the date envisaged for the assignment. For further information please refer to Section 17 (Term and Termination of Contract).

20. Exclusion of Assignment

You are 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 your myPaysafe account, if any, without PSC's written consent.

21. Notifications to you

- 21.1. PSC shall send every notification (including legal and commercial notifications) to you at the contact details you have provided to PSC. You shall be responsible for informing PSC without delay of any changes to your address, telephone number, mobile phone number or e-mail address. You can do this either by changing the details under "My data" in your myPaysafe account on the PSC Website or by contacting PSC customer service via the contact options which can be found at www.paysafecard.com. PSC accepts no liability if you fail to inform us of changes to your contact details, as required.
- 21.2. PSC will regularly inform you about your myPaysafe account, security, and important events involving PSC. By accepting these T&Cs you consent to receive such information by e-mail or text message. Furthermore, PSC will inform you about promotion campaigns, special agreements, etc., if you have agreed to regularly receive such information. You may alter your consent options at any time by following the applicable data protection provisions located at <https://www.paysafecard.com/>.

22. Applicable Law/Complaints

- 22.1. This contract shall be subject to the laws of England and Wales. You and PSC each submit to the exclusive jurisdiction of the courts of England and Wales. If any clauses or parts of clauses are ineffective, the effectiveness of the remainder of the clause(s) and the contract shall not be affected.
- 22.2. You can send complaints via the contact options which can be found at www.paysafecard.com. PSC will do its utmost to resolve any complaints as quickly as possible. If complaints are not resolved, you can also contact the Financial Ombudsman Service by e-mail to complaint.info@financial-ombudsman.org.uk or online at <https://www.financial-ombudsman.org.uk/consumers/how-to-complain>. In the case of complaints that cannot be otherwise resolved, English courts have non-exclusive jurisdiction.