

The following terms (the “Terms”) set out the basis for entering into transactions using the SelfPay Payment-Stations on which our SelfPay software is operational and also sets out the terms of use of the SelfPay software. By using the SelfPay Payment-Station, you are confirming that you have read and agree to the Terms. If you do not agree with the Terms, you are not authorised to use the SelfPay Payment-Station or the SelfPay software.

## 1. Who we are

We are Zebrapay S.A., a company registered in Romania, registration number RO26067497, registered office at Bucharest, 153-155 E Dacia Blv., 2<sup>nd</sup> District, Romania and Selfpay Limited., a company registered in Ireland, CRO number 703546, VAT number IE 3829044VH , registered office at Suite 10469, 26/27 Upper Pembroke Street, Dublin 2, D02 X361 ( hereinafter together referred to as “**us / SelfPay**”).

## 2. What we do

We provide you with:

(i) access to you to a SelfPay Payment-Station to enable you to order mobile top-up credit, vouchers for streaming services, PaySafe Card Ireland credit and such other goods and services (the “**Products**”) as are identified on the SelfPay Payment-Station product interface (the “**Product Interface**”); and

(ii) access to and use of the SelfPay software to enable the transmission of payment data and the payment to the suppliers based on the information entered by you for the provision of the Services ((i) and (ii) together the Services).

## 3. Using our Services to order the Products

3.1 By accessing the SelfPay Payment-Station and using our Services, you agree to our Terms and acknowledge that the transmission of the payment data and the facilitation of the payment via the SelfPay Payment-Station is a transaction with SelfPay,

3.2 Your order for the Products is accepted when you make a payment to the SelfPay Payment-Station in respect of the Products you have selected on the Product Interface. The SelfPay Payment-Station will issue a receipt (the “Receipt”) confirming purchase of the Products. Please ensure that you keep your Receipt which confirms the purchase of the Products.

When using the SelfPay Payment-Station to order a Product, to provide you with certain Products, you will be directed to enter an email address. This will enable us to help you if you lose the Receipt or in the unlikely event that there is a difficulty with the SelfPay Payment-Station printing a Receipt. It is important that you provide a valid email address that you can access to enable us to forward the Receipt to you. SelfPay will not have any further liability to you if you fail to provide a valid email address or if you cannot access the email address you provide.

3.3 It is important that you follow the SelfPay Payment-Stations instructions for use and enter the information as prompted by the SelfPay Payment-Station instructions. You must only use the SelfPay Payment-Station in accordance with the instructions and we accept no liability in the event you fail to use the PayStation in accordance with the instructions.

3.4 The exact amount of money required for the purchase of the Products as identified on the Product Interface must be inserted in the cash inlet of the SelfPay Payment-Station. Please note that the SelfPay Payment-Stations do not have the facility to issue change.

3.5 If you insert a sum of money that is greater than the price of the Product, you may use the bar code on the Receipt issued by the SelfPay Payment-Station to make a further payment via any SelfPay Payment-Station equal in value to the difference between the price of the Product and the total money inserted (the "Excess").

You can also request the Excess to be returned by means of bank transfer to your bank account. If you choose this option, you will have to contact us at the Customer Service Number (01) 22 43744, where you will be required to furnish to SelfPay your bank details: full name, bank name and address, IBAN, and copy of Receipt. You are responsible for ensuring that all information furnished is correct and SelfPay accepts no liability in respect of incorrect bank information furnished.

If you fail to claim an Excess within 6 months from the date it accrued, you agree that you will have no claim in respect of such Excess.

If you receive, in error, a Receipt containing a value greater than the Excess or if you use a Receipt containing an Excess more than once, we are entitled to request a refund in respect of any credit used by you greater than the Excess.

3.6 If due to an error of the SelfPay application or at the SelfPay Payment-Station, we accept and process your order where a pricing error is obvious and unmistakable and

could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the Services or deliver the Product.

#### **4. Charges to SelfPay and payment for Products**

The amount payable to SelfPay for the provision of the Services (the “**Charges**”) is either a percentage of the value of the Products purchased or a fixed fee and may vary depending on the quantity and type of the Products purchased.

The amount payable by you for the Services and the Products will be clearly displayed on the SelfPay Payment-Station when you select the Products and prior to you inserting money into the SelfPay Payment-Station. You have the right not to proceed with placing your order at any stage prior to inserting the money in the SelfPay Payment-Station.

By placing your cash in the SelfPay Payment-Station you agree to pay to us the Charges in return for the provision of the Services and delivery of the Products.

#### **5. Your Receipt**

When using the SelfPay Payment-Station to order a Product, for the provision of certain Products, you will be directed to enter an email address. Please bear in mind that this feature is optional. This will enable us to help you if you lose the Receipt or in the unlikely event that there is a difficulty with the SelfPay Payment-Station printing a Receipt. It is important that you provide a valid email address that you can access to enable us to forward the Receipt to you.

**If you have not entered a valid email address at the time of using the Services, please complete the following steps in order to request a copy of your Receipt:**

##### **5.1 Paysafecard Receipt**

In order to request an unprinted or lost Receipt that contains a Paysafecard code purchased from one of the SelfPay Payment-Stations, the following steps must be taken:

1. Please email us at [contact@selfpay.com](mailto:contact@selfpay.com), indicating:
  - I. The SelfPay Payment-Station where you performed the transaction
  - II. The Product acquired
  - III. Amount of money entered, (please describe the type and order of banknote introduction if you have it to hand);

- IV. The date and time of the transaction; and
- IV. The reason for requesting electronic transmission of receipt/PIN code.

In order to avoid having to complete these steps, we recommend that you enter an e-mail address in the field that appears during the instruction process when using the SelfPay Payment-Station.

### **5.2 Phone credit/Streaming Services Receipt**

In order to request an unprinted or lost Receipt for phone credit or streaming services, please email us at [contact@selfpay.com](mailto:contact@selfpay.com) with the details of your request and including the information set out at 5.1 I – IV above.

## **6. Use of SelfPay software**

You agree that SelfPay and/or its licensors own all intellectual property rights in the SelfPay software which runs on the SelfPay Payment-Stations. You agree that you do not have any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights in respect of the SelfPay software.

Any use of the SelfPay software (including its content, design, texts and images) is prohibited for purposes other than for you to use the Services to order the Products in accordance with these Terms.

## **7. Complaints**

We hope you will not have any difficulties in using the Services for the supply of the Products. Should you have any complaints or difficulties in relation to (i) the use of the SelfPay Payment-Station, (ii) the Services provided or (iii) the purchase of the Products, please contact us as soon as possible after the issue arises and, in any event, no later than 30 days after the issue arises.

### **Complaints Procedure**

You may contact us:

- (i) By telephone by calling Customer Services on (01) 22 43744 (standard rate) for complaints regarding problems occurring during or following a transaction made at a SelfPay Payment-Station (including technical problems, unprinted receipt, failed transactions, unallocated payment to the supplier, etc.); and
- (ii) By contacting us through our website at [www.selfpay.com/contact](http://www.selfpay.com/contact)
- (iii) By e-mail at [contact@selfpay.com](mailto:contact@selfpay.com)

Please submit full details of the nature of your complaint within 30 calendar days of the date your complaint arises, including details of the problem encountered, the location of the SelfPay Payment-Station, any additional information you have to assist us to identify the transaction, your telephone number and your address if you wish to receive a written response to your address.

We will acknowledge receipt of your complaint within 5 working days and we will endeavour to deal with your complaint as soon as possible. We will send a detailed response to your complaint within 30 calendar days from the date of receipt of the complaint unless a complex investigation is required. Where you have made a complaint via Customer Services, by phone or, where the case may be, our response will be sent via the e-mail address you provide us with.

Where the nature of the complaint requires a more complex investigation, we may extend the period to respond to up to 90 calendar days from the date of receipt of the complaint. In this situation, we will advise you of the need for a complex investigation within 30 business days from the date of receipt of the complaint. Where the resolution of your complaint requires fixing a technical problem with the SelfPay Payment-Station we will endeavor to fix it within 10 working days of the complaint being made, except in cases where the deadline cannot be met due to causes not attributable to SelfPay – for example: adverse weather conditions, any causes leading to the impossibility of access to SelfPay equipment etc. For the avoidance of any doubt, technical problems shall mean failure for issuing the Receipt, the SelfPay Payment-Station does not process the cash inserted by you, SelfPay Payment-Station is out of order.

## **8. Liability**

We don't compensate you for all losses caused by us.

We may be responsible for losses you suffer caused by us breaching these Terms unless the loss is:

- Unexpected: It was not obvious that it would happen and nothing that happened before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable);
- Caused by a delaying event outside our control;
- Avoidable: Something you could have avoided by taking reasonable action, including following our reasonable instructions for use; and
- A business loss: If it relates to your use of a Product or the Services for the purposes of your trade, business, craft or profession.

We are not responsible for:

(i) any delay, interruption, error or failure of a SelfPay Payment-Station or the SelfPay software, for example for scheduled maintenance, upgrades or otherwise;

(ii) any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the use of the SelfPay software and the SelfPay Payment-Station may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

(iii) interruption to services not within our reasonable control, for example an act of God, a failure of electrical power or failure of technical equipment or software.

We may cease to provide the Services at any time.

## 9. Your Data

We are a data controller and process your data at your request and we comply with our data protection obligations. You are the controller of your data and it is a term of this contract that the data you are providing is accurate and up to date. We process your data in accordance with our privacy notice.

## 10. General Terms

**Nobody else has any rights under these Terms.** This agreement is between you and us. Nobody else can enforce it.

**If a court invalidates some of the Terms, the rest of them will still apply.** If a court or other authority decides that some of these Terms are unlawful, the rest will continue to apply.

**Even if we delay in enforcing the Terms, we can still enforce them later.** We might not immediately chase you for not doing something (or for doing something you're not allowed to), but that doesn't mean we can't do it later.

**Law.** These Terms are governed by Irish law and any disputes are subject to the exclusive terms of the Irish courts.