

# General Terms and Conditions of the "Paysafecash" Service

Version: 03/2020

## 1. About Paysafecash and the scope of these T&Cs

- 1.1 The Paysafecash account ("**Paysafecash Account**" or "**Account**") is issued and managed by Paysafe Prepaid Services Limited (referred to below as "**PSC**", "**we**", or "**us**"). The registered office of Paysafe Prepaid Services Limited is at Grand Canal House, Grand Canal Street Upper, Dublin 4, D04 Y7R5, Ireland (company number 626671). PSC can be contacted via e-mail at [support@paysafecash.com](mailto:support@paysafecash.com). PSC operates its services on the basis of a licence to issue electronic money ("**e-money**") under the European Communities (Electronic Money) Regulations 2011 and is authorised and regulated by the Central Bank of Ireland (registration number C185005).
- 1.2 Paysafecash is an e-money product to enable customers to make transactions ("**Paysafecash Transaction**") using an e-money account that they can fund with cash ("**Paysafecash**"). Signing up, using, and closing of the Paysafecash Account, and also matters relating to the redemption of e-money kept in the Paysafecash Account, are subject to these General Terms and Conditions of the Paysafecash Service ("**T&Cs**"), which shall constitute the contract between PSC and the customer (the "**Customer**", "**Customers**" or "**you**"). The most recent version of the T&Cs in English language is available on the Paysafecash website <https://www.paysafecash.com> ("**Paysafecash Website**") under "T&Cs" and via the Paysafecash Application ("**Paysafecash App**"; subject to the availability of the Paysafecash App in the Apple App Store and the Google Play Store [Android market]).
- 1.3 **Please read these T&Cs carefully as they contain important information about your rights and duties relating to your Paysafecash Account. Furthermore, you are obliged to use your Paysafecash Account in accordance with these T&Cs. Only these T&Cs apply to the e-money in your Paysafecash Account. The e-money on a Paysafecash Account belongs to the person which is registered as the Paysafecash Account holder. You may not assign or transfer your Paysafecash Account to a third party or otherwise grant any third party a legal or equitable interest over it.**
- 1.4 **The primary purpose of the Paysafecash Account is to pay for goods and services offered by merchants and service providers ("Merchants") which accept Paysafecash. It is not a bank account and you will not earn any interest on the e-money stored in your Paysafecash Account. By accepting these T&Cs you acknowledge that the Irish Deposit Guarantee Scheme does not apply to your Paysafecash Account. Please see the Paysafecash Website for further information on your Paysafecash Account and answers to frequently asked questions.**

## 2. Requirements

- 2.1 In order to be able to make payments using Paysafecash you must first open a Paysafecash Account by registering your details on the Paysafecash Website. If you already hold a my paysafecard account, you can use your my paysafecard login credentials to register for a Paysafecash Account. As part of the sign up process you will need to accept these T&Cs and you must have legal capacity to accept the same.
- 2.2 You must be at least 16 (sixteen) years of age and be resident in Poland to open a Paysafecash Account and may be required to provide an official proof of identity pursuant to clause 3.3. We may require at any time that you provide evidence of your age.
- 2.3 You need access to a web-enabled computer on which JavaScript is activated in the browser and compatible hardware, software and internet access. In order to use Paysafecash you need a mobile phone that is able to receive texts, whose number has been assigned by a mobile operator providing services in the country where the Paysafecash Account was registered. Provision of such services (that may be subject to a charge) is not part of this agreement.
- 2.4 The Account must be in your name. You are not permitted to open more than one Paysafecash Account or open one for another person. We take any violation of this requirement very seriously and will treat any attempt to open additional accounts as a fraudulent act. If this requirement is violated, we expressly reserve the right to immediately freeze the relevant Paysafecash Account and terminate the agreement under these T&Cs. By accepting these T&Cs you confirm that you will use the Paysafecash 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. Opening your Paysafecash Account

- 3.1 Online registration: To open Paysafecash Account you must register online on the Paysafecash Website. You may either register independently of a Paysafecash Transaction or in the course of your first Paysafecash Transaction. All information you provide during the signup process or any time thereafter must be accurate and truthful. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence. During signup you will be asked to provide user name (e-mail address) and create a password.
- 3.2 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. After verification of the data you provided, PSC will accept the application and allow for the first Paysafecash Transaction to be processed. In order to process further Paysafecash Transactions, we may request your e-mail address and mobile phone number to be verified. We may, from time to time, request you to complete further verification steps depending on your account status or we may make available other methods to you to obtain a verified status.
- 3.3 We reserve the right to request additional information from you in order to comply with anti-money laundering obligations. This may include, without limitation, requiring you to use the document upload function on the Paysafecash Website or otherwise provide to us valid photo identification documents or similar.
- 3.4 Within 14 days of the date of opening your Paysafecash Account, you may close your Paysafecash Account at no cost by sending an e-mail to [support@paysafecash.com](mailto:support@paysafecash.com), however, if you have uploaded funds into your Paysafecash Account, you may be required to provide identification documents before being able to request redemption of funds.

### 4. Paying for goods and services using Paysafecash

- 4.1. After activation, Customers may pay for goods/services offered by Merchants accepting Paysafecash up to the amount of the Customer's Paysafecash Account balance. Payments via Paysafecash may be limited depending on the Merchant, the payer's age, the status of Paysafecash Account, and the country in which the Paysafecash Account was registered. PSC does not guarantee that the Paysafecash Account will be available as a means of payment to all Merchants at any time.
- 4.2. Merchants may offer Paysafecash as a payment method on different channels, including, but not limited to their website, their digital or paper invoices, their e-mails or payment slips sent to the Customer. Merchants indicate the possibility to pay by Paysafecash by displaying the Paysafecash logo, a payment trigger (e.g. QR-Code or hyperlink, redirection from Merchant's website to the Paysafecash Website; "**Payment Trigger**") and a short description on how to use the Payment Trigger on the respective channel.
- 4.3. To initiate a Paysafecash Transaction, the Customer must use the respective Payment Trigger according to the short description as provided by the Merchant; e.g. the Customer has to scan the QR-Code using the Paysafecash App (if available), click the hyperlink or choose Paysafecash as a payment method in the Merchant's webshop. The Customer is then forwarded to the Paysafecash payment confirmation panel ("**Payment Confirmation Panel**"). Depending on the Payment Trigger used by the Merchant, the Payment Confirmation Panel will already be pre-filled with the relevant payment details or the Customer must enter all payment details. In any case, the Customer must ensure all payment details are correct before confirming them by clicking "Confirm" on the Payment Confirmation Panel.
- 4.4. After the Customer's confirmation of the payment details, the Customer must log into its Paysafecash Account and a barcode ("**Barcode**") will be generated on the Customer's behalf. If a Customer does not hold a Paysafecash Account yet, the Customer will be required to register for one in order to continue with the Paysafecash Transaction (see clause 3) before any Barcode is generated.
- 4.5. The Company will produce a Barcode or a similar machine-readable optical label for the Customer's Paysafecash Transaction for loading funds into the Paysafecash Account in order to settle the Paysafecash Transaction. The Customer may also request a Barcode for part of the Transaction Amount if he has remaining but insufficient balance on his Paysafecash Account to process the Transaction. A predefined time frame ("**Barcode Timeout**") will be available to the Customer to go to an authorised outlet ("**Payment Point**") and to pay the transaction amount as displayed on the

Barcode ("**Transaction Amount**"). The nearest Payment Point to your location can be found on the Paysafecash Website or via the Paysafecash App (subject to the Paysafecash App's availability in the Apple App Store or Google Play store). Unless otherwise stated on the Barcode, the duration of the Barcode Timeout shall be 72 hours. **The Barcode Timeout does not affect any payment terms or due dates agreed between you and the Merchant and it is your responsibility to make any payments due to the Merchant on time.**

- 4.6. In order to complete the Paysafecash Transaction, the Customer must present the Barcode at a Payment Point, where it will be scanned, and pay the Transaction Amount. Once the Customer has paid the Transaction Amount, the Paysafecash Transaction (i) is deemed to have been authorised by the Customer, (ii) will be immediately carried out on the basis of the payment details the Customer confirmed during the payment process and (iii) can no longer be cancelled by the Customer. If the Customer fails to pay the Transaction Amount within the Barcode Timeout the payment order will lapse and the Barcode will be invalid. In such circumstances, Payment Points will be unable to accept an invalid Barcode or to complete the Paysafecash Transaction. The Customer can only use the Barcode at Payment Points located in the country of registration of the Paysafecash Account.
- 4.7. The distributor will notify PSC that the Transaction Amount has been received and PSC will immediately issue e-money to fund the Customer's Paysafecash Account with the Transaction Amount.
- 4.8. PSC will immediately redeem the e-money issued to the Customer by first reserving the Transaction Amount from the Customer's Paysafecash Account. PSC will then send a notification to the Merchant. Depending on the Merchant, a confirmation of the payment from the Merchant may be necessary to finalize the Paysafecash Transaction. PSC will send a confirmation e-mail to the Customer's registered e-mail address (if this is provided) that the Paysafecash Transaction has been executed. Should a Paysafecash Transaction fail after you paid at the Payment Point, the uploaded funds will be made available in your Paysafecash Account.
- 4.9. If, according to the agreement between the Merchant and the Customer, goods/services are still to be rendered by the Merchant to the Customer at this time, the Merchant may confirm the completion of the Paysafecash Transaction to the Customer and the goods/services will be provided to the Customer in accordance with any terms and conditions agreed with the Merchant.
- 4.10. In the event the Customer obtains a refund from a Merchant in respect of goods or services for which the Customer paid via his Paysafecash Account such amount can be refunded into the Customer's Paysafecash Account, unless agreed upon by Customer the Merchant offers another means of payment for the refund transaction. As soon as the Merchant releases the refund payment to PSC the payment amount will be transferred to the Customer's Paysafecash Account. Payments from the Merchant to the Customer will be displayed in the transaction history in the Customer's Paysafecash Account.
- 4.11. Receipt of refund from the Merchant in accordance with clause 4.10 will not be possible if
  - a. the Customer's Paysafecash Account is frozen, or
  - b. the Merchant is not authorised to make payments to the Customer's Paysafecash Account.

## **5. Security and restrictions on use of Paysafecash**

- 5.1. PSC may introduce additional security features (such as an SMS TAN procedure) to protect Paysafecash Accounts against illegitimate transactions. You must comply with the security procedures PSC informs you about from time to time.
- 5.2. If you use your my paysafecard login credentials to register and use your Paysafecash Account, all security features enabled on the my paysafecard account apply to the Paysafecash Account as well to protect your Paysafecash Account against illegitimate transactions. You can only manage the security features enabled on the my paysafecard account on your my paysafecard account. You can find more information about the security features enabled in your my paysafecard account in the terms and conditions of the my paysafecard Account, available on [www.paysafecard.com](http://www.paysafecard.com).
- 5.3. Rejection of payment orders: PSC may reject a Paysafecash Transaction if
  - a. carrying out the transaction would violate provisions of national or EU 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 Paysafecash Account is frozen.
- 5.4. If a Paysafecash Transaction is rejected a notification will be sent to the e-mail address provided by the Customer.

## **6. Third Party Providers**

### **6.1 The Customer can instruct a Third Party Provider:**

- a. to access information on its Paysafecash Account; or
- b. in the event that PSC provides Customers with the ability to initiate payment orders from the Customer's Paysafecash Account, make payments from its Paysafecash 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.

- 6.2 PSC may refuse to allow a Third Party Provider to access a Customer's Paysafecash Account if it is concerned about unauthorised or fraudulent access by that Third Party Provider. Before PSC does this, it will tell the Customer 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 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 Paysafecash Account. If it does, and the Third Party Provider tries to access the Paysafecash Account by a different way, PSC may refuse to allow that access.
- 6.3 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.

## **7. Information about Paysafecash Transactions**

- 7.1. PSC shall immediately supply the Customer with all available information about the Paysafecash 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 Paysafecash Transaction history available in the Paysafecash App (subject to the Paysafecash App's availability in the Apple App store or the Google Play store) or, in more detail, in the Customer section of the Paysafecash Account on the Paysafecash Website. Each Paysafecash Transaction is given a unique transaction ID and shown in the Paysafecash Transaction history. You should quote this transaction ID when communicating with us about a particular Paysafecash Transaction. You should check your Paysafecash Account balance and Paysafecash Transaction history regularly. You should report any irregularities or clarify any questions you have as soon as possible by contacting PSC customer service at [support@paysafecash.com](mailto:support@paysafecash.com).
- 7.2. We will send you an e-mail notification to the e-mail address used when registering for your Paysafecash Account (as updated from time to time by you) every month reminding you to log into your Paysafecash Account and download and/or print a copy of your Paysafecash Transaction history.

## **8. Maintaining your Paysafecash Account**

- 8.1. You must ensure that the information recorded on your Paysafecash Account is always accurate and up to date and we shall not be liable for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information or to provide documents or other evidence.

- 8.2. To maintain the security of the Paysafecash Account, PSC is authorised to contact the Customer by sending an e-mail to the e-mail address provided 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 by PSC in order to prevent unauthorised use of the Paysafecash Account.
- 8.3. If PSC thinks your Paysafecash 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.
- 8.4. The use of the Paysafecash Account for making payments is limited to the balance already available in the Paysafecash Account plus the amount of the Paysafecash Transaction at the time the Transaction is authorised. PSC may set various limits for Paysafecash Transactions, including, but not limited to, a limit concerning the maximum transaction amount per single Paysafecash Transaction.

## 9. Keeping your Paysafecash Account safe

- 9.1. You are obliged to protect your access data (user name and/or password) and security parameters from unauthorised use by third parties. In particular, in your own interest, you must never write down your password in a form that is legible by third parties (subject to clause 6). To minimize the risk of misuse of your Paysafecash Account, you must regularly change your password in your Paysafecash Account on the Paysafecash Website and do so immediately in case of suspicion of unauthorised use of the Paysafecash Account. You must never allow anyone to access your Paysafecash Account or watch you accessing your Paysafecash Account. You must comply with the security procedures we tell you about from time to time.
- 9.2. If you initiate a Paysafecash Transaction in your internet browser, to prevent misuse by third parties, you should check, before entering your user name, password and any payment details, that the payment panel on which you are entering this data is PSC's Payment Confirmation Panel on the Paysafecash Website, with the URL <https://paysafecash.com/checkout>, and that the Paysafecash security certificate appears in your browser's address bar. For further information and security notices please see the FAQ section on the Paysafecash 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 shall contact PSC without undue delay by telephone (see hotline number on the Paysafecash Website) or sending an e-mail to [support@paysafecash.com](mailto:support@paysafecash.com). Any undue delay in notifying PSC may not only affect the security of your Paysafecash 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 Paysafecash 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 reporting of access data or security parameters that have been lost, stolen, misused or used in any other unauthorised way will be available at the Paysafecash Website at all times. The Customer shall also report any misuse to the Police without delay.
- 9.6. **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 Paysafecash Website or in the PSC Barcode panel. If you have any doubts about the Paysafecash Website's or the Paysafecash App's authenticity, you must contact PSC customer service at [support@paysafecash.com](mailto:support@paysafecash.com) before entering your user name or password.**

## 10. Fees

- 10.1. In principle Paysafecash Transactions are free of charge for the Customer. PSC may however charge fees for Paysafecash payments to certain Merchants. If transaction related fees might be charged when the transaction is executed, these can be viewed at any time in the "Fees" section of the Paysafecash Website. You should print or download and keep a copy of the "Fees" section together with a copy of these T&Cs. For clarity, the "Fees" section forms part of these T&Cs. Fees are subject to change in accordance with clause 19.
- 10.2. Under certain circumstances additional fees might be charged by Payment Points.

10.3. Exchange rate and exchange rate fee: Your transactions may be subject to currency conversions. Any payments made for goods or services in a currency other than the currency of your Paysafecash Account shall be converted into Euros using the exchange rate applicable on the day the Barcode is created for the Paysafecash Transaction. The exchange rate will be based on a wholesale exchange rate set by a financial institution. The applicable exchange rates are displayed on the Paysafecash Website under "Currency Converter". For every cross-currency Paysafecash Transaction an exchange rate fee of 3% of the transaction amount will be applied. However, for cross currency Paysafecash Transactions where EUR is not involved in the Paysafecash Transaction an exchange rate fee of 6,09% of the transaction amount will apply. Both the exchange rate and exchange rate fee can be provided to the Customer on request before the Paysafecash Transaction is carried out.

## **11. Freezing the Paysafecash Account**

11.1. PSC is entitled to immediately freeze a Paysafecash Account or otherwise restrict its functionality on reasonable grounds relating to the security of the Paysafecash Account or any of its security features or if we reasonably suspect that an unauthorized or fraudulent use of your Paysafecash Account has occurred or that any of its security features have been compromised.

11.2. We will lift the suspension and/or the restriction of the Paysafecash Account as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

## **12. Failure to Carry Out Authorised Paysafecash Transactions**

12.1. If a Paysafecash Transaction is not carried out, or is carried out incorrectly, the Customer can demand a full refund of the Transaction Amount be made as soon as reasonably practicable, which PSC shall return to the Paysafecash Account. However, if PSC proves that the agreed Transaction 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 Paysafecash Account, in connection with the authorised Paysafecash Transaction that was not carried out or was not carried out correctly.

**12.3. If you enter and/or confirm incorrect payment details (including, but not limited to, an incorrect recipient, amount or payment reference) on the Payment Confirmation Panel in the course of a Paysafecash Transaction and the Paysafecash Transaction is processed and completed according to these incorrect payment details, the Paysafecash Transaction is deemed to have been carried out correctly by PSC. In such a case PSC is not liable as defined in clause 12.1 and 12.2.**

## **13. PSC's Liability**

13.1. PSC cannot guarantee a Merchant will accept payments from a Paysafecash 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 is concerned that the Paysafecash Account is being misused. Accordingly, PSC shall not be liable in any event that a Merchant refuses to accept payment from a Paysafecash Account, or if PSC does not authorise a transaction, or if PSC cancels or suspends use of the Paysafecash 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 Paysafecash Account, or the use of their Paysafecash 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 Paysafecash Account or the Paysafecash App in accordance with these T&Cs or PSC finds that the Customer is using their Paysafecash 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 Paysafecash 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. You shall inform PSC without undue delay if you notice that an unauthorised or incomplete Paysafecash Transaction has been carried out using your Paysafecash Account by using the contact details set out on the Paysafecash Website at <https://www.paysafecash.com>. Claims and objections relating to unauthorised and incomplete Paysafecash 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 Paysafecash 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 Paysafecash 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 PSC, PSC shall, as soon as practicable, refund the payment amount including all fees charged by PSC that were 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 the you shall remain liable for the first 50 EUR (or equivalent in the currency of their Paysafecash 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 Paysafecash 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 Paysafecash 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 Paysafecash Transaction to PSC's attention within 13 (thirteen) months from the date of the Paysafecash Transaction.
- 14.4. Unless the Customer has acted fraudulently, clause 14.3.1 shall not apply to Paysafecash Transactions made after the Customer has notified PSC in accordance with clause 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 Paysafecash Transaction to the Customer as soon as practicable.
- 14.5. Without prejudice to the foregoing, the Customer is asked to check the Paysafecash Transactions history of Paysafecash Account regularly and frequently and to contact PSC customer services immediately with any questions or concerns.
- 14.6. PSC is not liable for any loss or damage of the Customer caused by the Customer's confirmation of incorrect payment details on the Payment Confirmation Panel. However, in the case of any incorrect or misdirected payment, including, but not limited to misdirected payments caused by the Customer's confirmation of incorrect payment details on the Payment Confirmation Panel of PSC, PSC shall take reasonable measures to assist the Customer with tracing such payments.
- 14.7. The Customer is solely responsible to comply with any payment terms or due dates agreed between the Customer and a Merchant and to make any payments due to the Merchant on time. PSC is not liable for any late fees imposed on the Customer by a Merchant or any other direct or indirect loss or damage the Customer may suffer, which is caused by a Customer's late payment to a Merchant via Paysafecash.
- 14.8. Subject to the foregoing, PSC shall not be liable for any disruption or impairment of our services 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 Customers shall be entitled at any time to request the refund of e-money in their Paysafecash Account

at any time by providing their user name/ e-mail address used for their registration, the (e-money) balance in their Paysafecash 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 the country of registration of their Paysafecash Account 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 Customers to provide other information before making the refund.

15.2. There is no minimum amount for redemption of e-money, but there must be enough e-money in the Account to cover the fees due when the redemption to the bank account is made.

15.3. When making a redemption PSC will transfer the amount selected by the Customer, minus the relevant fees (if any, including bank transfer fees), into an account in the country of the Paysafecash Account specified by the Customer. For the purpose of compliance with statutory provisions PSC shall be entitled and obliged to ask the Customers to confirm their identity before the application for redemption can be processed. In connection with the redemption to bank account, the Customers agree 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 e-money.

## **16. Data Protection**

All the information you provide will be processed in accordance with the Paysafe Privacy Notice. The Privacy Notice can be retrieved from the Paysafecash Website under "Privacy Notice".

## **17. Term and Termination of Contract**

17.1. The contract between PSC and the Customer concerning the use of the Paysafecash 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 stating the Customer's first and last name and user name or e-mail address used for the registration to [support@paysafecash.com](mailto:support@paysafecash.com) at any time.

17.3. PSC is entitled to terminate the contractual relationship at any time by giving 2 (two) months' notice by e-mail to the e-mail address provided by the Customer.

17.4. If there is an important 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). Important 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 Customers have 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 punishable acts or violated anti-money laundering provisions
- d. the Customers use their Paysafecash Account or the Paysafecash App in an illegitimate manner
- e. there is a suspicion that the Customer accepts Paysafecash Account Barcodes as a means of payment
- f. there are security concerns, or
- g. 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 Paysafecash Account will be frozen. PSC shall refund to the Customer any credit balance in the Customer's Paysafecash Account at the time it is frozen, minus any payments due, in particular fees due. In this respect, the Customer must comply with the steps specified for redemption described in Clause 15. It will not be possible to redeem e-money in a Customer's Paysafecash 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 2 (two) months before they come into force. This notification shall be sent by e-mail to the e-mail address stored in the Paysafecash 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.
- 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 affiliated 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 by the Customer in the Customer administration system about the intended assignment of the contract at least 2 (two) 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 Paysafecash Account, if any, without PSC's written consent.

## **21. Applicable Law/Complaints**

- 21.1. Your Paysafecash Account is operated in Ireland and these T&Cs shall be governed by and interpreted in accordance with the laws of Ireland. Communications and notifications shall be made in English or in the official language of the respective country where your Paysafecash Account is registered. If any clauses or parts of clauses are ineffective, the effectiveness of the remainder of the contract shall not be affected.
- 21.2. The Customer can send complaints by e-mail to [support@paysafecash.com](mailto:support@paysafecash.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 Irish Financial Services and Pensions Ombudsman at Lincoln House, Lincoln Place, Dublin 2, Ireland, by telephone +353 1 567 7000 or by e-mail to [info@fspoi.ie](mailto:info@fspoi.ie). In the case of complaints that cannot be otherwise resolved, Irish courts have non-exclusive jurisdiction.