

Paysafecash Application User Agreement

Version: 04/2022

1. General Information

- 1.1 The Paysafecash Application (“**Paysafecash App**”) is a service of the Paysafe Prepaid Services Limited (referred to below as “**PPSL**”, “**we**”, or “**us**”). The registered office of PPSL is at 3rd floor Kilmore House Spencer Dock, Dublin 1, D01 YE64, Ireland (company number 626671). PPSL can be contacted via e-mail at support@paysafecash.com.
- 1.2 By using this Paysafecash App, you agree to be bound by this Paysafecash Application User Agreement (“**User Agreement**”), which shall constitute the contract between PPSL and the customer (the “**Customer**”, “**Customers**” or “**you**”). This User Agreement is available on www.paysafecash.com under “T&Cs” and in the Paysafecash App.
- 1.3 **Please read this User Agreement carefully as it contains important information about your rights and duties relating to your use of the Paysafecash App. Furthermore, you are obliged to use the Paysafecash App in accordance with this User Agreement.**

2. Requirements to use the Paysafecash App

- 2.1 In order to use the Paysafecash App, you must properly install it on your mobile device (smartphone, tablet, smartwatch, etc.; hereinafter referred to as “**Mobile Device**”).
- 2.2 For the use of certain functions of the Paysafecash App, your Mobile Device must have (i) a camera enabled, (ii) location services enabled and/or (iii) an internet connection, each of which can be accessed by the Paysafecash App.
- 2.3 Certain features of the Paysafecash App may require you to register for a Paysafecash Account.

3. Use of the Paysafecash App

- 3.1 Your use of the Paysafecash App and its features is subject to the “General Terms and Conditions of the Paysafecash Service”, available on www.paysafecash.com under “T&Cs” and in the Paysafecash App. Terms defined therein shall have the same meaning in this User Agreement.
- 3.2 The Paysafecash App allows you to use Paysafecash and to initiate Paysafecash Transactions on your Mobile Device. The Paysafecash App’s functionalities include, but are not limited to, an integrated Quick Response (QR) code/barcode scanner to initiate Paysafecash Transactions in a convenient manner and a Payment Point finder for accurate and quick locating of Payment Points in your vicinity. Further, you can access an overview of your open and closed Paysafecash Transactions via the Paysafecash App.
- 3.3 Depending on your location and the Mobile Device, the functional scope of the Paysafecash App can vary.
- 3.4 Some of the Paysafecash App’s functionalities require access to certain features of your Mobile Device (e.g. camera, location determination, internet connection). You can only use these functionalities of the Paysafecash App if you explicitly allow the Paysafecash App to access your Mobile Device’s respective features in the Paysafecash App.
- 3.5 The Paysafecash App uses the cache of your Mobile Device to enable its offline functionalities (e.g. offline cashing of Barcodes, display of the nearest Payment Point to your last online-location). If you log out of the Paysafecash App we clear all cache data related to the Paysafecash App from your Mobile Device and the Paysafecash App’s offline functionalities will only become available again once you have logged back in to your Paysafecash Account and connected your Mobile Device to the internet.
- 3.6 Paysafecash Transactions initiated and redeemed via the Paysafecash App are carried out at your expense and are subject to the entitlement and availability of the Paysafecash Account.
- 3.7 **When using the Paysafecash App via a (mobile) internet connection, charges may be incurred, depending on your telephone and data contract. Should you use the Paysafecash App from abroad via a mobile internet connection, roaming charges may be incurred for the mobile data connection, depending on your mobile phone contract. PPSL has no influence on the charges mentioned above.**

4. Security

- 4.1. You must install the Paysafecash App on a Mobile Device, which is used solely by you. Should the Mobile Device be used by more than one person, you must log out of your Paysafecash Account in the Paysafecash App after every use.
- 4.2. You must regularly check for updates and, if available, update the Paysafecash App for optimal performance and security.
- 4.3. **If you have any doubts about the Paysafecash App's authenticity, you must contact PPSL customer service at support@paysafecash.com before entering your user name or password or using the Paysafecash App in any way.**

5. Intellectual property

- 5.1. PPSL owns all right, title and interest in and to the Paysafecash App, including all rights under patent, copyright, trade secret or trademark, or unfair competition law, and all other proprietary rights, including all applications, renewals, extensions and restorations thereof.
- 5.2. PPSL hereby grants you the right to use the Paysafecash App exclusively for personal purposes on the Mobile Device you own or control and as permitted by any terms and conditions of use and sale of the party providing the app store from which you are downloading the Paysafecash Application.
- 5.3. You may not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineer, disassemble or otherwise attempt to derive source code from the Paysafecash App. Furthermore, you may not amend, copy, publish, license, sell, or market the Paysafecash App or the associated information or software in any form.
- 5.4. It is not permitted to use the Paysafecash App in a way which could impair the Paysafecash website or the Paysafecash App, or which could disrupt the use or application of the Paysafecash Website or the Paysafecash App by third parties. The use of the Paysafecash App shall take place in accordance with the applicable statutory provisions. All third-party terms and conditions of use (for example of a mobile phone operator) must be complied with during use of the Paysafecash App.
- 5.5. A violation of provisions of this User Agreement leads to immediate withdrawal of the right of use in respect of the Paysafecash App. In such a case you're obliged to immediately delete the Paysafecash App from your Mobile Device.

6. Disclaimers

- 6.1 We will use reasonable skill and care in providing the Paysafecash App to you, but we cannot guarantee that the Paysafecash App will always function without disruptions, delays, or imperfections.
- 6.2 We are providing the Paysafecash App on an "as is" basis without any express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, and freedom from computer virus or other harmful code.

7. Data Protection

- 7.1. When using the Paysafecash App, information concerning the Mobile Device, the log in data and the geographical location of the Customer will be gathered. This data is necessary in order to ensure the security of the system. Furthermore, in the course of registration and use of the Paysafecash App, personal data will be processed, so that the requested services can be provided. For the use of the Paysafecash App, the respective applicable data protection principles of PPSL shall apply. These can be viewed at any time on the Website.
- 7.2. PPSL shall be entitled to send the Customer push messages concerning the Paysafecash App, security notifications, and important events concerning PPSL, etc. In addition, PPSL shall be entitled to forward the respective push messages to the Customer either after, or in the course of, the Paysafecash Transaction initiated and redeemed via the Paysafecash App. By means of acceptance of these T&Cs, the Customer

agrees to the regular receipt of said information. Furthermore, in the course of push messages, PPSL will provide the Customer with information concerning advertising campaigns, promotions, and other benefits for the Customer, provided that he has declared his consent concerning the receipt of such information. The Customer shall have the option of deactivating the receipt of push messages at any time in the settings of the Paysafecash App.

- 7.3. In the Paysafecash App we use cookies to enhance your experience of logging in to the Paysafecash App. You must accept these cookies in order to use the Paysafecash App.

8. Term and Termination of the User Agreement

- 8.1. This User Agreement concerning the use of the Paysafecash Account shall apply for an indefinite period of time.
- 8.2. The Customer shall be entitled to terminate this User Agreement at any time by uninstalling the Paysafecash App from the Mobile Device using the application manager provided with your Mobile Device. However, such termination of the User Agreement does not terminate the contract between PPSL and the Customer concerning the use of the Paysafecash Account.
- 8.3. PPSL may in its sole discretion and subject to the Customers' material interest take the Paysafecash App offline.

9. Amendments to this User Agreement

- 9.1. PPSL shall be entitled to make changes to the Paysafecash Application and amend this User Agreement from time to time. PPSL shall notify the Customer of any intended changes to this User Agreement by means of a push message prior to them taking effect. If you continue to use the Paysafecash App after receiving such a push message you will be deemed to have accepted the change. If you do not agree to any intended change, please uninstall and discontinue using the Paysafecash App.
- 9.2. Any simple enhancement of functionality of the Paysafecash App, introduction of new services, or any other changes to this User Agreement, which we believe in our reasonable opinion to neither reduce your rights nor increase your responsibilities, shall not be deemed an amendment to the User Agreement.

10. Assignment

- 10.1. You cannot transfer your rights or obligations under this User Agreement without PPSL's consent.
- 10.2. PPSL is entitled to assign rights and duties under this User Agreement with the Customer to another affiliated company at any time. In this case the Customer's rights will not be impaired.

11. Applicable Law/Complaints

This User Agreement shall be governed by and interpreted in accordance with the laws of Ireland. Any disputes under this User Agreement or otherwise in connection with the Paysafecash App shall be brought exclusively in the courts of Ireland except as otherwise required by the mandatory consumer protection laws. If any clauses or parts of clauses are ineffective, the effectiveness of the remainder of the contract shall not be affected.