

# Terms and Conditions for Adding a myPaysafe Debit Mastercard® to a Third-Party Digital Wallet Service

Version: April, 2023

These Terms and Conditions for Adding a myPaysafe Debit Mastercard® to a Third Party Digital Wallet Service (the “**Terms**”) constitute an agreement between you (“**You**” means the individual named on the Card) and **Paysafe Prepaid Services Limited**, a company incorporated in Ireland with company registration number 626671, whose registered office is at 3rd floor Kilmore House, Spencer Dock, Dublin 1, D01 YE64, Ireland (“**PPSL**”) and shall apply in addition to the General Terms and Conditions of the “myPaysafe” Account and General Terms and Conditions for the “myPaysafe” Account IBAN and Card (together the “**E-Money Account and Card Terms**”) (available at [www.paysafecard.com](http://www.paysafecard.com)).

You must read these Terms and keep a copy for your future reference. In the event of any conflict between these Terms and the E-Money Account and Card Terms, the former shall come first.

## 1. Definitions

- 1.1 “**myPaysafe Account and Card**” means your registered electronic money account held with us in accordance with our **E-Money Account and Card Terms** (available at [www.paysafecard.com](http://www.paysafecard.com));
- 1.2 “**Card**” means the myPaysafe Debit Mastercard® Card issued to you, whether in the form of a physical card or a virtual card or in any other form we may decide which is registered to your myPaysafe Account;
- 1.3 “**Supported Third-Party Digital Wallet Service**” means a Third-Party Digital Wallet Service (as we may add to or remove in our sole discretion from time to time) that can be used with your Card;
- 1.4 “**Third-Party Digital Wallet Service**” means a mobile payment and a digital wallet service by a third-party provider to power in-app, online, and in-person contactless purchases on mobile devices, i.e. phones, tablets, wearable technology and others;

## 2. Adding Your Card.

You can add your Card to a Supported Third-Party Digital Wallet Service by following the instructions or the instructions given to you by the Third-Party Digital Wallet Service provider. Only Cards that we indicate are eligible can be added to a Third-Party Digital Wallet Service. If your Card or underlying account is not in good standing, that Card will not be eligible to enroll in a Third-Party Digital Wallet Service or may be removed.

A Third-Party Digital Wallet Service allows you to use your Card to enter into transactions where such a Third-Party Digital Wallet Service is accepted. Please note that a Third-Party Digital Wallet Service may not be accepted at all places where your Card is accepted. Also, please be aware that the Third-Party Digital Wallet Service provider may require you to use a specific device and/or operation system in order to use the Third-Party Digital Wallet Service with your Card. You are solely responsible for understanding such requirements and making sure you comply with them at all times.

## 3. Terms that Apply.

The E-Money Account and Card Terms, that govern your Card do not change when you add your Card to a Third-Party Digital Wallet Service and these Terms do not amend or supersede the E-Money Account and Card Terms. You understand that the Third-Party Digital Wallet Service simply provides another way for you to make purchases with the Card and that the E-Money Account and Card Terms may provide for fees, limitations and restrictions which might impact your use of the Third-Party Digital Wallet Service (for example, your mobile service carrier may impose data usage or text message charges for your use of or interaction with the Third Party Digital Wallet Service), and you agree to be solely responsible for all such fees, limitations and restrictions.

We do not charge you any additional fees for adding your Card to the Third-Party Digital Wallet Service or using your Card with the Third-Party Digital Wallet Service. However, the respective Third-Party Digital Wallet Service provider and other third parties, such as wireless companies or data service providers, may charge you fees.

## 4. We are Not Responsible for the Third-Party Digital Wallet Service.

We are not the provider of the Third-Party Digital Wallet Service, and we are not responsible for providing the Third-Party Digital Wallet Service to you. We are only responsible for supplying information securely to the Third-Party Digital Wallet Service provider to allow usage of the Card in the Third-Party Digital Wallet Service. We are not responsible for any failure of the Third-Party Digital Wallet Service, or the inability to use the Third-Party Digital Wallet Service for any transaction. We are not responsible for the performance or non-performance of the Third-Party Digital Wallet Service provider or any other third parties regarding any agreement you enter into with the Third-Party Digital Wallet Service provider or associated third party relationships that may impact your use of the Third-Party Digital Wallet Service.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE THIRD-PARTY DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE THIRD-PARTY DIGITAL WALLET SERVICE IS PROVIDED TO YOU “AS IS” AND “AS AVAILABLE”, WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY THIRD PARTY DIGITAL WALLET SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE ALSO DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE THIRD-PARTY DIGITAL WALLET SERVICE, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE THIRD-PARTY DIGITAL WALLET SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF THE THIRD-PARTY DIGITAL WALLET SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE THIRD-PARTY DIGITAL WALLET SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, ANY OF OUR AUTHORISED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

## 5. Contacting You Electronically, and by Email.

You consent to receive electronic communications and disclosures

from us in connection with your Card and the Third-Party Digital Wallet Service. You agree that we can contact you by email at any email address you provide to us in connection with any account you have with us. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

## 6. Suspension and Removal of a Card from the Third-Party Digital Wallet Service.

We reserve the right to discontinue offering or supporting any Supported Third-Party Digital Wallet Service for your Card for any reason and we can block your Card in the Third-Party Digital Wallet Service from purchases at any time in our reasonable discretion. Unauthorised use of the Third-Party Digital Wallet Service, including, but not limited to, unauthorised entry into our systems, misuse of passwords or misuse of any other information, is strictly prohibited and will result in suspension and/or termination of your use of your Card with the Third-Party Digital Wallet Service. You may not use your Card with the Third-Party Digital Wallet Service in any manner that could damage, disable, overburden, or impair the service, we may block, restrict, suspend or terminate your use of your Card with the Third-Party Digital Wallet Service at any time without notice and for any reason, including if you violate these Terms and Conditions or any other agreements with us, except as otherwise required by applicable law. You agree that we will not be liable to you or any third party for any suspension, cancellation or termination of your use of your Card with the Third-Party Digital Wallet Service.

You should contact the Third-Party Digital Wallet Service provider on how to remove a Card from the Third-Party Digital Wallet Service.

## 7. Governing Law and Jurisdiction.

These Terms shall be governed by the laws of Ireland and the jurisdiction of the Irish courts. Mandatory consumer protection rules of your EEA country of residence continue to apply.

## 8. Ending or Changing these Terms; Assignments.

We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law and will indicate that changes to these Terms have been made by updating the date indicated after “Last Modified:” at the end of these Terms. We can also assign these Terms. You cannot change these terms, but you can terminate the agreement under these Terms at any time by removing all your Cards from the Third-Party Digital Wallet Service. You may not assign the agreement under these Terms. If you do not accept any revisions made to these Terms, your sole and exclusive remedy is to cancel your use of and delete any Cards from the Third-Party Digital Wallet Service.

## 9. Privacy.

Your privacy and the security of your information are important to us.

Our Privacy Policy (available at [www.paysafecard.com](http://www.paysafecard.com)) applies to your use of your Card with the Third-Party Digital Wallet Service.

You agree that we may share your information with the Third-Party Digital Wallet Service provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. This information helps us to add your Card to the Third-Party Digital Wallet Service and to maintain the Third-Party Digital Wallet Service. You agree that the personal information you provide when loading your Card into the Third-Party Digital Wallet Service will be shared with the Third-Party Digital Wallet Service provider and us. When you use the Card within the Third-Party Digital Wallet Service, you will share transaction information with the Third-Party Digital Wallet Service provider in addition to us. We do not control the privacy and security of your information that may be held by the Third-Party Digital Wallet Service provider and that is governed by the privacy policy given to you by the Third-Party Digital Wallet Service provider.

## 10. Security.

You are solely responsible for maintaining the confidentiality of your passwords, login ID, and any other credentials or means that you may use from time to time to have to access and use the Third-Party Digital Wallet Service. If you share these credentials with any other person, they may be able to use your Card(s) added to the Third-Party Digital Wallet Service and get access to your personal and payment information available through the Third-Party Digital Wallet Service. You should keep your supported Third-Party Digital Wallet Service device and these credentials secure in the same manner as you would keep your cash, checks, credit cards, and other personal identification numbers and passwords secure.

Call us immediately at our customer services telephone line on +353 1 691 7107 if you believe your supported Third-Party Digital Wallet Service device or your credentials have been lost or stolen or someone has used or may use your supported Third-Party Digital Wallet Service device or your credentials without your authorisation. Also change your credentials immediately to avoid any unauthorised use of the Third-Party Digital Wallet Service or of your personal information. If you get a new supported Third-Party Digital Wallet Service device, please be sure to delete all your Cards and other personal information from your prior supported Third-Party Digital Wallet Service device.

The Third-Party Digital Wallet Service provider may contemplate certain security features and procedures to protect against unauthorised use of any of your Card(s) with the Third-Party Digital Wallet Service. These features and procedures are the sole responsibility of the Third-Party Digital Wallet Service provider. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Cards added to the Third-Party Digital Wallet Service.

## 11. Liability.

By accessing the Third Party Digital Wallet Service, you agree that you are fully liable for all claims, demands, causes of action, judgements, damages and direct losses and expenses (including reasonable legal fees and court

costs) arising out of or relating to: (A) your material breach of these Terms; (B) your violation of applicable laws, rules and/or regulations; (C) claims by third parties that are based on your use of the Third Party Digital Wallet Service; (D) information or material posted or transmitted through your computer, mobile device or account, even if not submitted by you; (E) the theft, misappropriation or disclosure of your password and/or other credentials.

## 12. Communication

- 12.1 If you have any questions, disputes, or complaints about the Third-Party Digital Wallet Service, contact the Third-Party Digital Wallet Service provider using the information given to you by the respective provider.
- 12.2 If you have an enquiry relating to your Card, you can contact our customer service via the contact channels offered on our Website. We will deal with your enquiry promptly.
- 12.3 These Terms and Conditions are concluded in English and all communications and notices under these Terms and Conditions will be in English.

These Terms were last updated April 2023.