

# General Terms and Conditions for Use of paysafecards in Australia

Last updated: September 2013

## Definitions

„we“, „our“ or „us“ or similar expressions means paysafecard.com Schweiz GmbH. „Balance“ means the balance of available funds on the paysafecard (or on two or more paysafecards, where more than one paysafecard is used in the same transaction) from time to time. „Business Day“ means any day from Monday through Friday, except statutory holidays in any State or territory of Australia and/or any canton in Switzerland. „Sales Outlet“ means a distribution agent or retail outlet authorized to sell the paysafecard to consumers. „General Terms and Conditions“ means these general terms and conditions, as may be amended from time to time. „paysafecard“ means a prepaid paysafecard and/or any replacements thereof which may be issued from time to time in accordance with these General Terms and Conditions. „Transaction Amount“ means the amount that is deducted from the Balance on the paysafecard in connection with the use of your paysafecard, excluding any applicable foreign currency conversion fees. „PIN“ means the personal identification number assigned to each paysafecard. „Webshop“ means an on-line merchant who, at the time of a transaction, accepts paysafecard as a method of payment. „Website“ means the website [www.paysafecard.com](http://www.paysafecard.com) or any website that may replace it, „you“, „your“ or „yours“ and similar expressions refer to the individual who purchases, receives and/or uses the paysafecard.

## 1. General Provisions

- 1.1. Please read these General Terms and Conditions carefully and print and retain a copy, as these constitute our agreement with you concerning the use of the paysafecard. By purchasing and/or using a paysafecard you agree to these General Terms and Conditions.
- 1.2. Your paysafecard is issued and managed by [paysafecard.com](http://paysafecard.com) Schweiz GmbH, which has its registered office in Business Village Luzern, D4 Platz 6, CH-6039 Root Längenbold, Switzerland (register no. CH-035.4.037.599-3).
- 1.3. Under Swiss law, we render our services based on a payment service provider licence, which was granted to us by the Swiss Financial Market Supervisory Authority (FINMA), to whose supervision we are subject. Under Australian law, the paysafecard Products are issued as a low value non-cash payment facility under ASIC Class Order 05/736 in accordance with the conditions described therein.
- 1.4. paysafecard is a prepaid means of payment that may be used as an on-line payment method in order to purchase goods and/or services from any Webshops that accept paysafecard issued by us in Australia as a means of payment. paysafecard is not a credit card, bank account or debit card.
- 1.5. We may at any time modify or remove any provisions under these General Terms and Conditions, or add new provisions thereto (collectively, referred to as „amendments“). Notice of any such amendments will be published on our Website thirty (30) days before they become effective. Please check the Website regularly for such amendments. Notice of such amendments will also be at each place paysafecards may be acquired and a statement setting out the changes will be made available on request at each such place. Your use of the paysafecard after these amendments are in force will constitute your acceptance of such modifications. As of the date indicated in the notice, any modified terms and conditions will apply to all future transactions made with the paysafecard. Notwithstanding the foregoing, we reserve the right to make such amendments without prior notice where such amendments are required immediately for purposes of maintaining or restoring security of the paysafecard or the Website, or in order to comply with the law or a direction from a relevant Government regulator. We may also, where required by the law or direction from a relevant Government regulator, cancel or suspend any features or services of the paysafecard without prior notice.
- 1.6. Sales Outlets (see Section 3 below) will provide you with a copy of our General Terms and Conditions, as may be modified from time to time, when you buy a paysafecard and if you make such a request. If the Sales Outlet is an online retailer, you will be able to read and print out the General Terms and Conditions from the retailer's internet page. You may also download and print these General Terms and Conditions from the Website at any time.

## 2. Fees

- 2.1. All our fees in connection with the use of the paysafecard will be indicated on your paysafecard. Some Webshops may charge administration or other fees for the use of the paysafecard, which will be included in the Transaction Amount. We advise that you consult the Webshop's terms and conditions to obtain any information on such fees prior to completing any transaction. We shall not charge you for checking your Balance on the Website. Our fees currently are:
  - 2.1.1. Credit check/ overview of transactions in accordance with Section 4.9 and 4.10: FREE
  - 2.1.2. Issuing a new paysafecard in accordance with Section 4.11 and Section 7.5: FREE
  - 2.1.3. Refund Fee according to Section 5: \$7.50 AUD. This Refund Fee will be directly deducted from the balance of your paysafecard.
  - 2.1.4. Monthly Maintenance Fees (12 months after issue): Two Dollars (\$2 AUD) per month. No maintenance fees will be charged during the first twelve (12) Months immediately following the purchase of your paysafecard; thereafter, a maintenance fee in the amount indicated on your paysafecard will be charged each month for the immediately preceding month. This fee is payable in respect of each paysafecard you may hold.
  - 2.1.5. Exchange rate surcharge according to Section 6 point 2: 2% or 4.04% of the Transaction Amount depending on the currencies involved in the exchange.

## 3. Purchase of a paysafecard

- 3.1. The paysafecard can only be purchased from the Sales Outlets. The names and locations of all the Sales Outlets can be found on our Website.
- 3.2. paysafecards may be purchased, upon payment by you to the Sales Outlet in the amount of the value of the paysafecard, in denominations of \$10, \$20, \$50 and \$100 AUD. **Multiple purchases of paysafecards must not result in you holding vouchers with a combined value exceeding \$1,000 AUD at one time.**
- 3.3. paysafecards cannot be re-loaded with additional funds, whether any Balance is remaining thereon or not.
- 3.4. A PIN is allocated to each paysafecard. When you purchase a paysafecard from a Sales Outlet, you will receive the paysafecard in the form of a print-out or in the form of a plastic card. If you receive the paysafecard in the form of a print-out, the PIN and a serial number for the paysafecard, together with other information will appear thereon. If you receive the paysafecard in the form of a plastic card, the serial number appears on the front of the card, while the PIN is concealed under a scratch-off panel. If you purchase a paysafecard on-line, you will receive the PIN and serial number in electronic form. In other cases, when you purchase a paysafecard, the PIN is pre-printed and is concealed by a scratch-off panel. We strongly recommend that you immediately print out and/or record the PIN and the serial number for safekeeping.
- 3.5. With the exception of promotional paysafecards, paysafecards do not have an expiry date and shall be valid for as long as there is a Balance remaining on the card.

## 4. Use of the paysafecard

- 4.1. You may use the paysafecard with any Webshops that accept paysafecard issued by us in Australia as a means of payment, subject to any terms and conditions as may be required by such Webshops. The paysafecard does not require activation and can be used anytime after purchase.
- 4.2. Each time the paysafecard is used to purchase goods and/or services from a Webshop, the Balance will be immediately reduced by the Transaction Amount and any applicable foreign currency conversion fees.
- 4.3. You can use up to ten (10) paysafecards for the same payment transaction (see section 3.2) provided that the total value of paysafecards used is less than \$200 AUD.
- 4.4. The Transaction Amount made with a paysafecard (or multiple paysafecards, where more than one paysafecard may be used in one transaction) is limited to the Balance remaining thereon. An attempt to complete a transaction with a paysafecard, or with multiple paysafecards, with a Balance in an amount less than the Transaction Amount will result in the transaction being declined. Cashback transactions (a Transaction Amount greater than the price of the goods and/or services, inclusive of all applicable taxes) cannot be made with the paysafecard.

- 4.5. Prior to completing a transaction with your paysafecard, you will be asked to enter your PIN in order to validate your transaction.

### A validated transaction cannot be revoked.

- 4.6. By entering your PIN, you acknowledge that the Balance will be decreased by the Transaction Amount, plus conversion fees, if applicable, whether you receive the goods and/or services in question or not. You thereby irrevocably authorise the debit of the Transaction Amount. You also irrevocably authorise us to deduct the Transaction Amount, plus applicable fees, from your Balance and to transfer the Transaction Amount to the Webshop.
- 4.7. All debits of Transaction Amounts from your Balance will be made in Australian Dollars. If you pay for goods or services in another currency, the Transaction Amount will be converted into Australian Dollars at the exchange rate applicable at the time of the transaction which rate and conversion amount will be posted on the Website and will be also shown at the time of the transaction. (Please see Section 6).
- 4.8. Without our express approval any legal transaction of resale of paysafecard is prohibited. Likewise, any further transfer of paysafecards (in return of payment or gratuitous) outside the money laundering requirements is prohibited. In particular, it is forbidden to sell, trade or purchase paysafecards on unauthorized internet platforms. This prohibition applies specifically to file sharing network/bourse. A purchase of paysafecard over the Internet is allowed exclusively through authorized online web shops, listed on the Website.
- 4.9. You are responsible for keeping track of your transactions and your Balance. You may check the Balance on your paysafecard on the Website at any time. No paper statements are issued.
- 4.10. You may consult a list of the transactions made with your paysafecard on the Website at any time. If you note any discrepancy relating to your transactions on your paysafecard posted on-line and your records, you must immediately contact us at [info@paysafecard.com](mailto:info@paysafecard.com). We reserve the right to ask you to provide us with additional written information (such as your receipt from a Webshop). If you fail to notify us within thirty (30) days from the date of a transaction, the amount in your account with respect to such transaction will be deemed correct. Provided you have provided us with any requested information, we will correct any error on our part by crediting the amount to your Balance or by issuing of a new paysafecard. Subject to Section 9.1 below if, in our view, the discrepancy is not due to any error on our part, we will not credit your account and will notify you thereof by email as soon as possible.
- 4.11. If you think that your paysafecard is defective, you should immediately inform us thereof by calling our hotline number (see number on our Website) or via e-mail ([info@paysafecard.com](mailto:info@paysafecard.com)). If your paysafecard is defective, we will repair it at no cost. If the paysafecard cannot be repaired, we will provide you with another paysafecard with a balance equivalent to the Balance that was on the paysafecard, in accordance with our records, at the time you report the defect to us.

## 5. Refunds

You may obtain a refund of the Balance on your paysafecard at anytime by calling our hotline number or via e-mail ([info.au@paysafecard.com](mailto:info.au@paysafecard.com)). You will have to provide the paysafecard's serial number, the PIN, and the remaining Balance. You will also have to provide us with your full name, address, email, telephone number, and send us the original paysafecard, copies of identification containing your address and the name of the Australian bank and number of the Australian bank account to which you wish the refund to be sent, and any other information that we may be obligated to request by law before the refund can be processed.

## 6. Currency

- 6.1. paysafecards sold in Australia shall be issued in Australian dollars (AUD). Any payments made for goods/services in another currency shall be converted into Australian dollars using the exchange rate applicable on the date of transaction. Our applicable exchange rates will be posted daily on the Website (WebLink: <https://www.paysafecard.com/en-au/currency-calculator/>) and will be displayed during the payment transaction. The exchanged rate used and the amount that will be debited from the paysafecard will also be shown at the time of the transaction.
- 6.2. For every cross currency transaction (paysafecard currency is not the payment currency in the Webshop) where one of the involved currencies is EUR a general exchange rate surcharge of 2% of the Transaction Amount will be applied. However for cross currency transactions where EUR is not involved in the transaction an exchange rate surcharge of 4.04% of the Transaction Amount will apply.

## 7. Your Duty to Exercise Due Care, Security and PIN Protection

- 7.1. When purchasing a paysafecard you must verify whether a PIN and a serial number are indicated on the print-out. If you are unable to read the PIN or if you think that your paysafecard has been tampered with in any way, you must immediately inform us thereof by calling our hotline or via e-mail ([info.au@paysafecard.com](mailto:info.au@paysafecard.com)). You will be asked to provide the paysafecard's serial number. If the serial number is illegible, send us a copy of the paysafecard by e-mail ([info.au@paysafecard.com](mailto:info.au@paysafecard.com)). Replacement of the paysafecard will be possible after our verification of the circumstances.
- 7.2. You agree to take all reasonable precautions to protect your paysafecard against loss, theft or unauthorized use. Do not disclose your PIN to any unauthorised third party.
- 7.3. You should treat your paysafecard like cash. If you lose your paysafecard, we will not replace it or refund you any part of the Balance.
- 7.4. If you think that a Transaction with your paysafecard has not been processed correctly, you have to inform us thereof immediately. (Please see Section 4.10).
- 7.5. **Procedure for stolen cards** If your paysafecard has been stolen or you have cause to believe your paysafecard has been used in an unauthorized way, you agree to inform us thereof immediately. Please contact us in either case by calling our hotline (see number on our Website) or via e-mail ([info.au@paysafecard.com](mailto:info.au@paysafecard.com)) so that the remaining Balance on your paysafecard can be frozen and the paysafecard cancelled. You will be asked to provide us with your name, the serial number of the paysafecard, the denomination in which the paysafecard was purchased and your recent transaction history. **We cannot cancel or re-issue a paysafecard without its serial number.** It may require up to one full Business Day from the time you notify us about the unauthorized use or theft to successfully freeze your Balance. If our records indicate that there is a Balance remaining on the paysafecard, we will cancel the paysafecard and shall issue a new paysafecard in the amount of the Balance on the cancelled paysafecard to you, unless we have reasonable grounds to suspect fraud or gross negligence on your part. We may deactivate any replaced paysafecard at any time if fraud is suspected. **All transactions carried out prior to notification to us of the loss, theft or unauthorized use of your paysafecard shall be deemed to have been authorized by you.**
- 7.6. We shall only issue a new paysafecard after you have provided us with evidence of purchase of the stolen paysafecard. You shall furthermore be obliged to provide us with the relevant file reference of the police station in charge.
- 7.7. You furthermore agree to cooperate with us in our efforts to recover from and assist in the prosecution of unauthorized users.

## 8. Disputes

- 8.1. Any disputes with regard to purchases made with your paysafecard shall be settled by you with the Webshop from which the purchase was made. We shall not be responsible for any problems you may encounter with respect to the goods or services that you purchase with your paysafecard, including but not limited to quality, safety and security, legality or any other aspect with respect to the goods or services paid for with your paysafecard. Should a Webshop agree to a refund with respect to any transaction, you agree to accept credits to the Balance on your paysafecard if the Webshop so requests.
- 8.2. If you have a complaint about any aspect of your dealing with us please contact us via calling our hotline (see number on our Website) or via e-mail ([info.au@paysafecard.com](mailto:info.au@paysafecard.com)). We have an internal dispute resolution process whereby we will endeavour to resolve any complaint.
- 8.3. **Please note that we cannot stop or reverse the transaction and payment once you have authorized the Transaction Amount by entering your PIN.**

## 9. Limitation of Liability

- 9.1. We shall only be liable to you for direct and actual damages which were caused by our own willful misconduct or gross negligence or the willful misconduct of gross negligence of our agents. Subject to any mandatory statutory requirement, in no event shall the amount of our liability exceed the Transaction Amount, nor shall we be liable for any indirect (including, but not limited to, loss of profit and/or data), incidental, consequential, exemplary, punitive or special damages, regardless of how they arise. We shall not be liable in any manner for any goods or services paid for with a paysafecard.
- 9.2. We are not responsible for any temporary interruptions of or delays in service due to maintenance, repairs, website changes or failures, nor shall we be liable for any costs, expenses or damages arising from any such interruption or delay, which may affect the paysafecard and/or the use thereof, including, without limitation, your ability to purchase goods or services with your paysafecard, to verify your Balance, to notify us of theft or misuse of your paysafecard, or use any other service related to the card. Furthermore, we assume no liability with respect to any interruption of a Webshop's services or systems, or for a Webshop's refusal to accept the paysafecard as a means of payment for any reason whatsoever.
- 9.3. We shall not be liable if any of our services are temporarily unavailable due to force majeure. Force majeure shall include, without limitation, acts of God, forces of nature, armed conflicts, terrorism, strikes or other labour disputes, acts of government authorities, power or other utility failure, failure of devices for internet access or of mobile commerce devices, virus attacks, etc.
- 9.4. You shall be liable for all damage caused by any conduct of yours that is in violation of these General Terms and Conditions.
- 9.5. You agree to act responsibly with respect to the use of the paysafecard and the Website. You will not violate any laws or intentionally interfere or disrupt computer networks. If you need to submit personal information to us under the terms hereof, you agree to submit only correct information and not to impersonate any third party.
- 9.6. Some Webshops may not authorize you to combine payment of the paysafecard with another method of payment, such as a Webshop's own or another prepaid card. We cannot accept any liability for such refusals.

## 10. Data Protection

No personal data will be collected when you buy or use a paysafecard. Your data will only be collected if you provide them to us on our Website or as provided for under these General Terms and Conditions. In this connection please see the data protection guidelines at <http://https://www.paysafecard.com/en-au/data-protection/>

## 11. Assignment

We may assign our rights and obligations under the present General Terms and Conditions at any time without notice. These General Terms and Conditions will remain binding on you, your heirs, executors, permitted assigns and other representatives. In the event we decide to reimburse you for any claim you have submitted or provide you with a credit to your Balance or payment with respect to any Transaction Amount, you will be deemed to have assigned to us all your rights and recourses that you had, have had, or may have against all third parties equal to the amount we have paid to you or credited to your Balance. You agree not to pursue such claim from such third party for the amount we have paid to you and/or credited your Balance. Furthermore, you agree to cooperate with us if we take action against the third party for the amount so paid or credited. Failure to exercise these rights under this agreement will not constitute any renunciation to our rights to exercise them in the future.

## 12. Severability Clause

If any provision of these General Terms and Conditions or any portion of such provision, or a subsequent modification thereto, shall be held invalid, illegal or unenforceable under applicable law, the remaining provisions of these General Terms and Conditions shall not be affected thereby and shall remain valid and enforceable in accordance with same.

## 13. Interpretation, Applicable Law and Place of Jurisdiction

The heading in these General Terms and Conditions are for ease of reference only and shall not govern the interpretation of any provision thereof. The present agreement shall be interpreted and governed by the laws of New South Wales, Australia. Any dispute shall be settled by the competent courts in New South Wales, Australia.

## 14. Entire Agreement

The present General Terms and Conditions, as may be amended from time to time, constitute the entire agreement between you and us.