paysafecard

General terms and conditions (T&Cs) for the paysafecard gift card ticket

Version: May 2021

1.General Provisions.

These Terms and Conditions govern your use of the paysafecard gift card ticket (the "Ticket"). Each Ticket allows you to purchase certain goods/services at our proprietary network of participating online merchants which are listed on the Website ("Participating Partners") and can be used SOLELY ONLINE. By purchasing the Ticket or using the Ticket online, you are agreeing to these Terms and Conditions. These Terms and Conditions are available to be reviewed and/or downloaded at any time by visiting www.paysafecard.com/us (the "Website"). Please read these Terms and Conditions carefully. The terms "you" and "your" refer to the person who purchased the Ticket and/or the person who is using the Ticket. The terms "we", "our" and "us" refer to The Bancorp Bank (the "Bank") as the Issuer of the Ticket and its agents and contractors, including Paysafecard.com USA Inc. ("Paysafecard.com") who may perform or provide services in conjunction with the Ticket. The term "Available Balance" refers to the Load Amount associated with each Ticket, less any purchase or other transactions and any fees, that is usable by you to make purchases. **You must have a computer (or mobile device) and Internet connection in order to use your Ticket.**

The Ticket will remain the property of the Bank and must be surrendered upon demand. The Ticket may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read these Terms and Conditions carefully and keep them for future reference. THE TICKET IS SUBJECT TO CERTAIN FEES. SEE FEES BELOW FOR MORE DETAILS. THESE TERMS AND CONDITIONS ALSO REQUIRE ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION (INCLUDING PROVISIONS WAIVING THE RIGHT TO PURSUE ANY CLASS, GROUP, REPRESENTATIVE, OR SIMILAR CLAIM) UNLESS YOU OPT-OUT WITHIN THE SPECIFIED TIME FRAME. SEE SECTION 17 BELOW FOR MORE DETAILS.

2.The Tickets.

Tickets are issued in paper form only and are available in denominations of $10, $25, $50, or $100 USD and can only be purchased from certain retail outlets (the "Distributors"). A list of Distributors is available on the Website. Tickets are issued by the Bank and sold by a Distributor upon payment by you of the value printed on the Ticket (the "Load Amount") plus a Convenience Fee, detailed in Section 4 below. Tickets cannot be reloaded or redeemed for cash. Tickets do not expire but may be subject to cancellation as set forth in Section 7 below, administration and other fees as set forth in Section 4 below, or applicable escheatment laws as set forth in Section 18 below.

3.Ticket PINs.

Each Ticket is allocated its own unique Personal Identification Number ("PIN"). When you purchase a paper Ticket, the PIN will be printed on a paper voucher, which the Distributor will provide at the time of purchase.

4.Fees.

Subject to applicable law, the following fees apply to your Ticket and are subject to change at any time. Any changes to these fees or additional fees can be found by visiting the Website. All fees are listed in U.S. dollars.

The following fee will be debited by a Distributor on the initial issuance of the Ticket and is based on the denomination purchased:

Convenience Fee:

Denomination: $10 | Convenience Fee: $1.49

Denomination: $25 | Convenience Fee: $2.49

Denomination: $50 | Convenience Fee: $3.49

Denomination: $100 | Convenience Fee: $3.49

The following fees will be debited from the Available Balance remaining on the Ticket:

Balance Update: No charge

Ticket Cancellation and Available Balance Refund Fee: $7.50

Monthly Administration Fee (Applicable after 24 months of inactivity, subject to applicable law. Such fee will be applied as of the first day following the expiry of the 24-month period of inactivity): $2.00

5.Using a Ticket.

Tickets may only be used online for purchases at online Participating Partners, which Participating Partners are subject to change at any time. Tickets purchased in the United States can only be used online for purchases at participating U.S. Participating Partners. If you wish to use your Ticket at a Participating Partner for sports betting or gambling purposes, the following terms and conditions shall apply: (i) gambling and sports betting is permitted only in states that have authorized such activity; (ii) gambling and sports betting must be conducted via licensed operators; and (iii) minimum age restrictions shall apply to gambling and sports betting. Check your state law for detail.

You may use your Ticket as often as you like to purchase goods or services so long as there is an Available Balance. You may use up to three (3) Tickets on the same transaction and no Transaction may exceed $300 U.S. dollars. When you pay using your Ticket, you will be asked to enter the Ticket's PIN. Upon entering the PIN, you irrevocably authorize the Participating Partner to deduct the value of that transaction immediately from your Ticket. Once you enter your PIN, we cannot stop that transaction. All debits from the Ticket shall be in U.S. dollars. You may check your Available Balance at any time on the Website.

If you find that your Ticket is defective, you should tell us immediately by phone at +1-281-220-6684. If it is not possible to remedy the defect, we will, at your option, issue you a new Ticket or refund the Available Balance on the Ticket. Tickets may only be issued in predetermined denominations. Therefore, if the value of the replacement Ticket is higher than the Available Balance on the defective Ticket, you will be required to pay the difference to us prior to issuance of the replacement Ticket.

6.Refund.

Tickets may not be used to access cash. However, if you elect to cancel your Ticket, you may request a refund of the Available Balance on your Ticket provided that you have more than $10 remaining on the Ticket. To do so, call customer service at +1-281-220-6684. The refund will be given by check issued by the Bank. Before we can refund the Available Balance to you, we will need you to provide us with a copy of the Ticket, the Available Balance of your Ticket, your full name, street address, a copy of a valid government issued I.D., and e-mail address. In order to enable us to comply with our legal obligations, we may ask you to provide us with certain other information before we can process your refund request. An Available Balance Refund Fee will apply (see Fees section above), which will be debited from the Available Balance remaining on the Ticket.

7.Ticket Misuse and Cancellation.

We may block or cancel a Ticket immediately if we suspect any fraud or misuse of a Ticket, if we have other security concerns, or if we need to do so to comply with applicable law. We have no obligation to refund or issue you a replacement if in our reasonable determination, there is evidence of fraud or misuse. Otherwise, we will issue you with a replacement Ticket or a refund, at your option, if you contact us and if we believe no fraud or misuse has occurred. Tickets may only be issued in predetermined denominations. Therefore, if the value of the replacement Ticket is higher than the Available Balance on the cancelled Ticket, you will be required to pay the difference to us prior to issuance of the replacement Ticket.

8.Security and Unauthorized Transactions.

8.1.Upon purchase of a Ticket, you should check your Ticket receipt to ensure it has both a PIN and a serial number. If you cannot read your PIN or your serial number or you believe your Ticket, PIN or serial number is corrupted in any way, then you

must inform us immediately at +1-281-220-6684 and provide us the serial number of your Ticket. Once we have verified that the Ticket, PIN or serial number is corrupted, we will then send you a new Ticket. If you are unable to read the serial number of the Ticket, then you must inform us immediately at +1-281-220-6684. You will be required to send us a copy of the Ticket receipt by photographing the Ticket and sending it to us via email as instructed by the customer service agent. Once we have verified that both the PIN and the serial number are illegible we will send you a new Ticket.

8.2.You must keep your Ticket and PIN safe and protect it from access by unauthorized third parties. Do not give your PIN to any unauthorized third party.

8.3.You should treat your Ticket like cash. If you lose your Ticket, it will not be replaced.

WE ARE NOT RESPONSIBLE FOR LOST OR STOLEN TICKETS or PINS.

8.4.If you believe your Ticket has been lost or stolen, you must inform us immediately at +1-281-220-6684 so that any remaining Available Balance on the Ticket can be blocked. To enable us to block a Ticket, we will require the serial number and the PIN. It may take up to one business day from the time we are informed of the abuse/theft for us to successfully block a Ticket. If the Available Balance is successfully blocked, and unless we have reason to suspect fraud, deliberate or negligent behavior on your part, we will, at your option, either issue you with a new Ticket or refund the Available Balance on the Ticket. Tickets may only be issued in predetermined denominations. Therefore, if the value of the replacement Ticket is higher than the Available Balance on the stolen Ticket, you will be required to pay the difference to us prior to issuance of the replacement Ticket.

9.Ticket Customer Service and Complaints.

If you have questions regarding your Ticket, please visit the Website or call +1-281-220-6684. We offer 24/7 automated support, and live support between the hours of 3h00 and 16h00, Monday through Friday, and from 3h00 to 15h00 Saturday and Sunday, all in Eastern Time. If you are unhappy in any way with the Ticket or the way our service is managed, please call us at +1-281-220-6684 so we can investigate the circumstances for you. Any complaints you have will be dealt with quickly and fairly.

10.Disputes With Participating Partners.

If you have any disputes about purchases you have made with your Ticket at a participating online Participating Partner, you must settle these disputes directly with the Participating Partner. We are not responsible for the quality, safety, legality, receipt of the good or service purchased, or any other aspect of any goods or services purchased with a Ticket.

11.Liability.

11.1.In no event will we be liable for loss of goodwill or for special, indirect, consequential or incidental damages arising from your purchase or use of the Ticket or otherwise relating to the Ticket, regardless of whether such claim arises in tort or in contract.

11.2.We are not liable and have no responsibility if a Participating Partner refuses to honor a transaction using a Ticket or if the Participating Partner fails to cancel an authorization.

11.3.We will not have any liability if we are unable to perform our obligations pursuant to these Terms and Conditions or if the Ticket is not useable, in whole or in part, as a consequence of an act of God, fire, explosion, public utility failure, accident, epidemics, pandemics, acts of a governmental authority, strikes, floods, embargo, war, terrorism, nuclear disaster, riot, failure of communication links or facilities, malfunction of a computer operated by or on behalf of us, or any other circumstances or events beyond our control, or the control of Bank, a Distributor, Participating Partner or a third party engaged by any of the foregoing (each, a "Force Majeure Event").

11.4.We do not guarantee the permanent availability of the Ticket system, including, but not limited to, the availability of the systems of Distributors or Participating Partners.

11.5.Our Liability for Failure to Complete Transactions

If we do not complete Ticket transaction in the correct amount, we will be liable for the erroneous amount. However, there are some exceptions. We will not be liable for failing to complete a transaction, for instance:

(1)If, through no fault of ours, the Available Balance on your Ticket is insufficient for the transaction;

(2)If the terminal or system was not working properly and you knew about the breakdown when you started the transaction;

(3)If circumstances beyond our control (such as a Force Majeure Event) prevent the transaction, despite reasonable precautions that we have taken.

(4)If a Participating Partner refuses to honor the Ticket; or

(5)As otherwise provided in these Terms and Conditions.

12.Privacy of Personal Data.

We do not collect any personal data when you purchase a Ticket from a Distributor or when you use a Ticket at a Participating Partner. Personal data is collected when you provide personal data to our Website, customer service center and, if required by the Participating Partner, when you provide personal data to a Participating Partner as part of a transaction. All personal data is handled in accordance with our Privacy Policy which can be viewed on the Website.

13.Your Representations and Warranties

By retaining or using or authorizing the use of the Ticket, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States; (iii) you have read these Terms and Conditions and agree to be bound by and to comply with its terms; and (iv) you accept the Ticket in accordance with these terms.

14.Amendment of Terms and Conditions

We may change these Terms and Conditions at any time. All notices and changes will be posted on the Website. You should check the Website regularly for such notices and changes. Your use of a Ticket following a change shall be considered as your acceptance of the amended Terms and Conditions. If you do not accept any such change that we make, you may notify us of your objection and seek a refund of your Available Balance on your Ticket pursuant to Section 6 above. In such circumstances, you will not be charged an Available Balance Refund Fee.

15.Assignment.

We may assign these Terms and Conditions at any time, without notice.

16. Limitation of Liability

If you have any claims regarding the Tickets, the amount of your claim is strictly limited to the Load Amount of the Ticket involved**.**

17.Governing Law, Arbitration of Disputes and Waiver of Class Claims

PLEASE READ THIS SECTION 17 (THE "ARBITRATION PROVISION") CAREFULLY BECAUSE IT REQUIRES YOU AND US (AS SUCH TERMS ARE DEFINED BELOW) TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH EACH PARTY CAN SEEK RELIEF FROM EACH OTHER.

17.1.**Definitions.** As used in this Arbitration Provision, the terms "we", or "us" shall for all purposes include Bank's and Paysafecard.com's parents, wholly or majority-owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns

and all of their respective agents, employees, directors, and representatives. In addition, "we", and "us" shall also encompass any third party using or providing any product, service, or benefit in connection with any Ticket (including, but not limited to Paysafecard.com Distributors and Participating Partners who accept the Ticket, third parties who use or provide services, and all of their respective agents, employees, directors and representatives), in each case, in connection with a Claim asserted by you, if, and only if, such third party is named as a co-party with either Bank or Paysafe or files a Claim with or against either Bank or Paysafe. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities who have or use a Ticket, including but not limited to all persons or entities contractually obligated under any of these Terms and Conditions.

17.2.**Claims Shall Be Settled by Arbitration.** These Terms and Conditions and any past, present and future claim or controversy arising out of or relating thereto, including any claim against us in connection with or relating to the Ticket (each, a "Claim"), are governed by this Arbitration Provision.

Any Claim, including questions involving the scope, interpretation, or enforceability of this Arbitration Provision, will be settled by binding individual arbitration administered by the American Arbitration Association pursuant to its then-current Consumer Arbitration Rules and Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") (available at www.adr.org/Rules), and will be arbitrated in Miami-Dade County, Florida, unless you elect to conduct proceedings telephonically or via other remote electronic means, or unless otherwise required under applicable AAA Rules. Each party will bear its own attorneys', experts' and witness fees. The AAA Rules will govern payment of all arbitration fees.

17.3 Collective Arbitration.

Arbitration proceedings may not be consolidated with those of other Ticket holders. Neither you nor we will have the right to participate as a member of any class of claimants pertaining to any Claim and each party expressly waives its right to assert or to participate as a part of any group, class, collective, mass, representative, or consolidated claim (each, a "Collective Arbitration"). Third parties' claims will not be joined in any arbitration between you and us.

Without limiting the generality of the foregoing, a Claim will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees, or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

17.4 **Federal Arbitration Act.** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. 1-16 ("FAA"), notwithstanding any other choice of law set out in this Agreement. Except to the extent needed to enforce this Arbitration Provision or any arbitral award issued hereunder, the parties waive all rights to a court or jury trial to resolve any Claims.

17.5 **Opt-out of Agreement to Arbitrate**. You may decline this agreement to arbitrate by contacting legal.departmentNA@paysafe.com within thirty (30) days of first accepting these Terms and stating that you (include your first and last name) decline this Arbitration Provision. By opting out of the agreement to arbitrate, you will not be precluded from using the services but neither you nor we will be permitted to invoke the mutual agreement to arbitrate to resolve Claims under the terms otherwise provided herein.

17.6 **Survival**. This Arbitration Provision shall survive termination of your Ticket as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, these Terms and Conditions or any prior agreements you have had with us, each of which shall be enforceable regardless of such invalidity.

17.7 **Class Action and Collective Arbitration Waiver**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE SHALL BE ENTITLED TO CONSOLIDATE, JOIN, OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR PARTICIPATE IN ANY COLLECTIVE ARBITRATION (AS DEFINED ABOVE) OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY CLAIM, ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN THE EVENT ALL OR ANY PORTION OF THIS SECTION 17.7 ARE FOUND

TO BE INVALID OR LESS THAN FULLY ENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION MAY BE DEEMED VOID AND AS HAVING NO EFFECT UPON EITHER PARTY'S ELECTION.

18.Unclaimed Property

If we have no record of Ticket activity for two or more years, applicable law may require us to report and pay any unclaimed funds associated with the Ticket as unclaimed property. If this occurs, we may try to locate the owner of the Ticket. If we are unable to locate you, the owner, we may be required to deliver the unclaimed funds to where our records indicate is the state of your residence, or if our records do not so indicate, to the state where we are incorporated.