

General Terms and Conditions (GTC) of PaySelect GmbH

Part1 AGB PaySelect GmbH

§ 1 contract conclusion

With the presentation of the services and the granting of the possibility to order, no binding offer is connected. Only your order represents an offer to one of our Mastercard partners to conclude a contract. We convey the performance of our partner to you. If you place an order with us, we will send you a possible service proposal of one of our Mastercard partners in addition to the terms of the contract to the e-mail address you provided. Insofar as the terms of the contract should differ from the conditions stated with us, you must confirm this again. After examining your request, you will then receive an order confirmation or rejection of the order. Only the order confirmation represents the acceptance of your offer.

§ 2 Obligation of the customer to cooperate / Ident procedure

Before receiving the Mastercard, you are required to prove your identity by means of a video identification procedure. Before that, we or our Mastercard partner are not obliged to send you the Mastercard. Insofar as you do not carry out the video identification procedure after conclusion of the contract, you also have no right to repayment of the fees incurred.

§ 2 prices

The prices are final. Sales tax does not apply to the indicated price, as the services are VAT-exempt financial services. The amount applicable at the time of the binding order applies. Please note that we receive a commission from the card provider.

§ 3 Terms of delivery and payment

The dispatch of the PaySelect PrePaid Mastercard will be arranged within 7 working days after full receipt of payment (issue fee, service fee and first annual fee). Payments must be made by bank transfer. PaySelect GmbH announces the bank details to the customer immediately after receipt of the order.

§ 4 Subject matter Financing

1. PaySelect GmbH offers a free financing examination on request. The customer receives access to a form of an external contractor. With this a loan request can be made.
2. The company PaySelect GmbH itself does not grant any loans and only acts as an intermediary of loans. PaySelect GmbH is not involved in the provision of services and owes the interested party no success. Whether and on what terms a loan agreement is concluded is solely a decision of the bank and the prospective buyer. Likewise, PaySelect GmbH does not assume any liability for the receipt of a credit term offered, as the banks may submit an individual offer based on the creditworthiness of the prospective customer.
3. In the case of a loan, a loan agreement comes exclusively between the Credit seekers and the bank. In the context of such a contractual relationship the respective contract conditions and the general terms and conditions (GTC) of the respective bank apply, which are additionally transmitted to you.
4. All deviating from the general terms and conditions of PaySelect GmbH Conditions of the customer do not apply.
5. Since the service of PaySelect GmbH is a service, there are no warranty rights.

§ 5 Pre-contractual information according to Art. 247 §13 BGBEG

1. The company PaySelect GmbH is not working for one or more specific lenders, but as an independent intermediary.

2. For brokerage of loans, PaySelect GmbH receives a commission from the lenders in the range of 0% to 5% in the area of personal credit / consumer credit and other types of credit. The amount of the commission varies depending on the lender, Financing product, conditions, type and scope. Any commissions that PaySelect GmbH receives result from interest payments, premiums or any applicable closing fees, which are charged to the client by the bank. This means that the service of PaySelect GmbH is paid by the current installments or fees. Possibly, the bank may make a bonus payment to PaySelect GmbH due to certain sales and quality requirements, which is not yet certain at the present time. The fees mentioned are not dependent on the term of the contract and will not be refunded in the case of early repayment of the brokered loan, even if they are not pro rata.

3. A further commission or additional charges are not to be paid by the client, unless they are separately agreed in the loan agreement.

§ 6 Final provisions, applicable law

1. The contract and your relationship with us arising out of or in connection with the contract are governed by German law. Any dispute arising out of or in connection with the contract shall be subject to the jurisdiction of the courts of Germany.

2. By way of derogation, consumers within the EU (outside Germany) have jurisdiction over the courts of their place of residence.

3. The contract language is German.

4. In the event of deviations from the versions in other languages, only the German text must be taken into account.

5. The European Commission provides an Online Dispute Resolution (OS) platform, available at: <http://ec.europa.eu/consumers/odr/>. We are not obliged or willing to participate in a dispute settlement procedure before a consumer arbitration board.