

CLEVER TOKEN AND CLEVERCASH PREPAID MASTERCARD
TERMS AND CONDITIONS

The CleverCash Card is a digital, contactless, prepaid Mastercard® branded as CleverCash.

This CleverCash Card and this website/app is a payment platform operated by KPTRS Investments Limited (trading as CleverCards), a company registered in Ireland (Company Number: 496147) with its registered address at Suite 4, The Mall, Beacon Court, Sandyford, Dublin 18, Ireland. Throughout these terms and conditions, this company shall be referred to as “**we**”, “**us**”, “**our**”, “**CleverCards**”.

These terms and conditions (Parts 1 and 2) together with our website/app terms and conditions, privacy policy and cookie policy (all of which can be accessed on this website/app) set out the basis on which you can visit our website, and purchase, send, receive and use the CleverCash Card.

Please read these terms and conditions carefully as they contain important information and by visiting and using our website/app you agree that you have read, understand and agree to them.

If you have any questions about these terms and conditions (Parts 1 or 2) or wish to make a comment, then please contact us using the contact details shown on this website/app.

HOW DO THE CLEVER TOKEN AND CleverCash® PREPAID MASTERCARD WORK TOGETHER

1. The CleverCards platform allows a user (“**Buyer**”) to configure and purchase a virtual electronic Token (“**Clever Token**”) in the form of a unique digital code representing monetary value chosen by the Buyer.
2. The Clever Token is subject to its own terms and conditions which can be found at Part 1 of these terms and conditions (starting on page 2).
3. The Buyer sends the Clever Token to another person (“**Recipient**”) in the form of a unique link (“**Link**”). The Buyer may add a personalised message and can choose one or more electronic delivery methods, including immediate and scheduled email, messaging apps such as Whatsapp, iPhone Message, SMS, and printable formats.
4. The Recipient, on receiving the Link, exchanges the value of the Clever Token for a CleverCash Prepaid Mastercard (“**CleverCash Card**”). The Recipient can then use the CleverCash Card to shop online or, by adding the card to a compatible mobile wallet, in-store at a list of major retailer websites, which may change from time to time.
5. The CleverCash Card is subject to its own terms and conditions which can be found at Part 2 of these terms and conditions (starting on page 10).

PART 1
Clever Token
TERMS AND CONDITIONS OF USE

These terms and conditions (“**T&Cs**”) apply to the purchase, maintenance and delivery of the virtual electronic Clever Token (“**Clever Token**”) and their use by you.

By completing the purchase of the Clever Token, you are deemed to accept these T&Cs which shall form a legally binding contract between you and CleverCards. You should read these carefully before proceeding.

If you do not agree to these T&Cs in their entirety, you must not complete the purchase of the Clever Token on the Website and immediately stop using the Website.

1. Definitions

In these T&Cs, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

- 1.1. “**You**”, “**your**” or “**buyer**” or “**Buyer**” means the person who purchases the Clever Token.
- 1.2. “**We**”, “**us**” or “**our**” means KPTRS Investments Limited (trading as CleverCards), a company registered in Dublin, Ireland (Company Number: 496147) with its registered address at Suite 4, The Mall, Beacon Court, Sandyford, Dublin 18, Ireland.
- 1.4. “**Clever Token**” means a virtual electronic Token, in the form of a unique digital code representing monetary value chosen by the Buyer. It is issued by us to you, the Buyer.
- 1.5. “**Link**” means a unique web link or URL that points to the Clever Token and that can be sent electronically from the Buyer to a Recipient.
- 1.6. “**Recipient**” means the person who receives the Link from the Buyer and who can choose to exchange the value of the Clever Token for a CleverCash Card.
- 1.7. “**CleverCash Card**” means the prepaid virtual Mastercard branded as “CleverCash” that the Recipient is issued after exchanging the Clever Token from the Buyer. It is issued by us to the Recipient.
- 1.8. “**Website**” or “**the Site**” means www.clevercards.com and its subpages, and subdomains.
- 1.9. “**Used Clever Token**” means the Clever Token that is no longer valid, having been exchanged to a CleverCash Card by the Recipient. The Used Clever Token no longer represents a monetary value, the monetary value having been loaded onto the CleverCash Card.
- 1.10. “**Order Number**” is a unique identifier of your Clever Token purchase on the Website. The Order Number is found in the order confirmation email that is sent immediately to you on completion of your purchase. The Order Number will be requested by our Customer Support team in the event you contact us with questions about your Clever Tokens.

2. How does it work?

The Website is a platform that allows you to purchase a Clever Token, which is subject to the T&Cs set out in this document.

- 2.1. You can then send the Clever Token electronically to the Recipient.
- 2.2. The Recipient then exchanges the Clever Token for a CleverCash Card, allowing the Recipient to shop online or in-store at participating retailers by adding it to their mobile device wallet. We reserve the right to change these participating retailers from time-to-time, without prior notice. Any such change shall be documented within a change to these T&Cs

The CleverCash Card is subject to its own terms and conditions which can be found in Part 2 on [page 10](#).

3. Your Clever Token

By completing a purchase on the Website, you are buying one or more Clever Token.

- 3.1. A Clever Token is a digital product represented by a unique code and a unique URL (the “**Link**”) that you can send electronically to a Recipient.
- 3.2. Once received by your Recipient, the Clever Token enables the Recipient to only exchange the monetary value of the Clever Token for a CleverCash Card.
- 3.3. The Clever Token can be used exclusively on the Website. The Clever Token is not valid on any other online or physical site other than the Website. To use the monetary value of the Clever Token on other online and physical sites, your Recipient must first complete the online acceptance process via the Link and exchange its value of the Clever Token for a CleverCash Card. The Clever Token is not a voucher and can only be exchanged for a CleverCash Card when valid and before expiry.
- 3.4. Your Clever Token is not a credit or debit card and is in no way connected to your bank account.
- 3.5. You will not earn any interest on any value or funds linked to the Clever Token.
- 3.6. We will not issue a statement in respect of your Clever Token but details of the Clever Tokens are available via the link contained in the order confirmation email that you receive on completion of purchase.
- 3.7. We cannot issue the CleverCash Card to your Recipient if the corresponding Clever Token has been canceled or refunded by you.
- 3.8. Clever Token shall be issued in GBP (British Pound Sterling).

4. Buying a Clever Token

4.1. Making Your Selection

In order to purchase a Clever Token, you are first required to choose the monetary value you wish to assign to the Clever Token. Values are in GBP (British Pound Sterling). You are also required to choose the quantity of Clever Tokens you wish to purchase (subject to the limits set forth in Section [5. Limits for a Clever Token](#)).

4.2. Providing Payment Details

Before, during and after purchase, we may require proof of your identity and address to comply with all applicable anti-fraud and anti-money laundering rules and regulations. You will be asked to enter this information on the Website in order that we may satisfy these rules and regulations.

4.3. Confirming Your Age

You must also be over the age of 18 to purchase a Clever Token.

4.4. Declining or Refunding Your Purchase

We reserve the right to decline your purchase, or to refund your purchase, for reasons related to the following:

- 4.4.1. we are concerned about the security of your details or the Clever Token(s) which we have issued to you or you are asking us to issue to you; or
- 4.4.2. we suspect your account is being used in an unauthorised or fraudulent manner; or
- 4.4.3. we need to do so to comply with applicable law or contractual agreements with our partners, including, but not limited to, Highstreetvouchers; or
- 4.4.4. you are not over 18.

4.5. Order Availability

Upon successful authorisation of your payment, your Clever Token(s) will be immediately available for your use (see Section [6. Using your Clever Token](#)).

4.6. Order Confirmation

We will also send an order confirmation email to the email address you supplied as part of the online payment. This email serves as a receipt of your purchase, and contains the Link. Please keep this email safe.

5. Limits for a Clever Token

The maximum value of an individual Clever Token is £500. The maximum total value of any single purchase order on the Website is £20,000. We reserve the right to change these limits from time-to-time, without prior notice. Any such change shall be documented within a change to these T&Cs.

6. Using your Clever Token

Detailed instructions on how to use your Clever Token are found on the Website, and includes:

6.1. Customising and Sending

- 6.1.1. Customisation of your Clever Token with details of the Recipient, including personalised message; and
- 6.1.2. Sending and re-sending of the Clever Token to the Recipient via the Link sent through the electronic delivery methods (see Section 7.1. Delivery Methods); and
- 6.1.3. Tracking of delivery of your Clever Token.

6.2. Exchange of the Clever Token for a CleverCash Card

The Recipient may use the Link to accept the Clever Token. By accepting, the entire monetary value of your Clever Token is immediately deducted from your Clever Token and the equivalent value is exchanged to a CleverCash Card.

The issuing of the CleverCash Card is subject to electronic checks made on the Recipient's details in compliance with all applicable anti-fraud and anti-money laundering rules and regulations.

No fees are applied or deducted from the value of the Clever Token - the full, entire value of the Clever Token is exchanged for the Recipient's CleverCash Card.

At this point, your Clever Token is deemed to be fully expended, no longer represents a monetary value and is a "**Used Clever Token**". Clever Tokens are not reloadable.

7. Delivery of your Clever Token

7.1. Delivery Methods

On successful purchase of your Clever Token, you may send (and re-send) the Link through various electronic delivery methods, which includes:

- 7.1.1. Shareable Link, a unique link that You can share directly through social media and messaging apps; and/or
- 7.1.2. Scheduled email, an email sent by Us that you can choose to send immediately or at a scheduled date and time in the future (up to 12 months); and/or
- 7.1.3. Scheduled SMS, an SMS sent by Us that you can choose to send immediately or at a scheduled date and time in the future (up to X);and/or
- 7.1.4. Print Options, a card template that displays the Link that you can print on a paper printer and deliver in-person.

We reserve the right to disable and enable existing or new methods of delivery without prior notice. Any such change shall be documented within a change to these T&Cs.

7.2. Conditions of Delivery

Delivery of the Link is subject to the following:

- 7.2.1. You will be required to provide the contact information for the Recipient on this Website.
- 7.2.2. You are solely responsible for the accuracy of the Recipient information provided for delivery. We are not responsible for any incorrect contact information provided by you.
- 7.2.3. We have no liability to you or to the intended Recipient in the event that your Link is delivered to the incorrect Recipient's email address, mobile phone number or phone or not delivered at all, unless the error arises directly from our negligence or our breach of these T&Cs.

8. Expiry of your Clever Token

Your Clever Token will expire at the end of 3 months from the date you completed the purchase of the card. On expiry, the Clever Token will no longer be valid. The unused Clever Token will be void and you will not be entitled to a refund of any monetary value associated with the Clever Token.

The expiry date will be clearly displayed on the image of the Clever Token as the "Until End". You should take note of this date as once this date has passed the Clever Token can no longer be used. The Clever Token is not a voucher and can only be exchanged for a CleverCash Card when valid and before expiry.

9. Cancellation of your Clever Token

9.1. Conditions of Cancellation

We may cancel your agreement for any of the following reasons by giving you at least 30 days notice:

- 9.1.1. if you breach a material clause within these T&Cs, or repeatedly breach any clause within these T&Cs and fail to resolve the matter(s) in a timely manner;
- 9.1.2. if you act in a manner that is threatening or abusive to our staff, or any of our representatives;
- 9.1.3. if you fail to pay fees or charges that you have incurred or fail to put right any shortfall;
- 9.1.4. in the event of your death.

9.2. Immediate Cancellation

We may also cancel this agreement or suspend your Clever Token(s) and/or account immediately if we believe your Clever Token is deliberately being used by you to commit fraud or for other illegal purposes. If we do this, we will tell you as soon as we are permitted to do so.

9.3. Refunding Cancelled Clever Tokens

If we cancel your Clever Token(s) we shall issue a refund to the original payment method, as required by law.

9.4. Post-Cancellation

Once your Clever Token is cancelled, we will immediately block your Clever Token so it cannot be sent to or used by the Recipient.

10. Keeping your Clever Token secure

10.1. Protecting your Clever Token

Your Clever Token and its Link are valuable and should be treated like cash. If the details are lost or stolen, you may lose all of the value of your Clever Token in the same manner as losing cash in your wallet or purse. As a result, you must keep the details of your Clever Token and its Link safe, including the order confirmation email sent to you at the time of purchase, which contains the Link.

10.2. Reporting Lost/Stolen Clever Tokens

If you suspect that someone else has accessed your Clever Token, you should contact CleverCards without undue delay, including contacting our support team via the “Support” facilities on the Website and requesting a ‘cancellation’ of your Clever Token. You will be required to provide the Order Number that you received in your order confirmation email at the time of purchase. You may also be asked to provide personal details to confirm your identity and proof of payment details.

10.3. Replacement of Lost/Stolen Clever Tokens

If we are able to cancel your Clever Token and issue a replacement, you will be charged the “Lost/Stolen Replacement Fee” as detailed within section [14. Fees](#).

11. Our liability

We will not be liable for any loss arising from:

- 11.1. any cause which results from abnormal or unforeseen circumstances beyond our control, consequences which would have been unavoidable despite all our efforts to the contrary; or
- 11.2. our compliance with legal and regulatory requirements;
- 11.3. loss or corruption of data unless caused by our wilful default.
- 11.4. business interruption, loss of revenue, goodwill, opportunity or anticipated savings;
- 11.5. any indirect or consequential loss.

12. Your Rights to Refund

It is our aim to try to process every order for a Clever Token as soon as reasonably possible and so it may not always be possible to stop an order from being delivered to you or the Recipient.

12.1. Cancellation Period

When you place an order on the Website, you consent to us immediately issuing you or the Recipient with a Clever Token(s). This being the supply of digital content, you are entitled to cancel this order within 14 days of this purchase (the "cancellation period"). You acknowledge that your right to cancel is lost if the digital Clever Token is exchanged for a CleverCash Card by a Recipient within this cancellation period.

12.2. Confirmation of the Cancellation Period

12.2.1. Confirmation that your right to cancel is lost if the digital Clever Token is exchanged within the cancellation period will be included within the order confirmation email sent to you and the communications that we send to the Recipient when the Clever Token is exchanged for a CleverCash Card.

12.3. Our Right to Refuse or Cancel Your Order

We reserve the absolute and exclusive right to refuse to accept or to later cancel an order for a Clever Token. Non-acceptance of or a delay to your order being processed may be due to any one or more of the following non-exhaustive reasons:

- 12.3.1. our inability to obtain payment authorisation;
- 12.3.2. a failure in our customer validation checks;
- 12.3.3. the identification of a pricing or product description error;
- 12.3.4. as permitted by law or these T&Cs;
- 12.3.5. to prevent fraud or money laundering or other illegal activities;
- 12.3.6. to prevent excessive legal, financial or security risk to us, our partners, suppliers and/or affiliates; and/or
- 12.3.7. a system or procurement failure.

12.4. What happens when your Order is Cancelled or Refused

If we are unable to accept your order or later cancel it for any reason, we will let you know.

Upon cancellation of the Clever Token, we will notify you, and if applicable the Recipient, of the cancellation and will refund your original payment method, as required by law.

13. Changes to these T&Cs

We may change these T&Cs at any time by notifying you by e-mail or other agreed means at least 30 days before the change is due to take effect. The up-to-date version of these T&Cs will always be available via the Website. The change will automatically take effect and you will be taken to have accepted the notified change unless you tell us that you do not agree to the change. In that event, we will treat that notice as notification that you wish to immediately cancel your Clever Token(s). In such circumstances, we shall issue a refund to the original payment method, as required by law.

14. Fees

We do not charge any fees for checking your on-line balance and transactions. However, the following fees apply:

Fee Description	Amount	Frequency	Additional Information
Clever Token Issuing Fee	Nil		Not applicable
Lost / Stolen Replacement Fee	£7.50	Per Clever Token	
Monthly Service Management Fee	Nil	Per Month	Not applicable
Refund Fee	£0.00		Only applicable in the 14 day cancellation period after purchase.
Transfer or Merge Card Fee	Nil		Not supported

If we decide to increase or impose any new fees, we will notify you by at least 30 days before any changes take effect by posting the change to our website.

15. Your Details

You must let us know as soon as possible if you change name, address, phone number or email address. If we contact you in relation to your Clever Token, for example, to notify you of changes in T&Cs or that we have cancelled your Clever Token, we will use the most recent contact details you have provided to us. Any email to you will be treated as being received as soon as it is sent by us. We will not be liable to you if your contact details have changed and you have not told us.

To let us know of any changes to your personal details, contact our support team via the "Support" facilities on the Website and request an 'Update contact details' for your Clever Token. You will be required to provide the Order Number that you received in your order confirmation email at the time of purchase. You will also be required to confirm personal and payment details you provided at the time of purchase in order to confirm your identity.

16. Data Protection

We are committed to maintaining all data which we collect and process in accordance with the requirements of all applicable data protection legislation, including the General Data Protection Regulations (GDPRs). We will take reasonable steps to ensure that all personal data concerning you and the Recipient is kept secure against unauthorised access, loss, disclosure or destruction. Further details are contained within our Privacy Policy which can be accessed on the Website. By providing us with personal data the provider of such data agrees to the terms contained within our Privacy Policy.

When a person provides us with any personal data that does not belong to them, including, but not limited to, within a personalised message:

- 16.1. the data owner must be over the age of 18;
- 16.2. the provider does so having first obtained the data owner's consent, in accordance with all applicable data protection laws;
- 16.3. the terms of our Privacy Policy shall apply to such personal data as if the data owner had provided us with their personal data directly; and
- 16.4. the provider agrees that we may inform the data owner that they have provided us with their personal data, including disclosing the personal data provided.

17. Disputes with Recipients

If you have any disputes about the use of your Clever Token after it has been exchanged into a CleverCash Card, you should settle this with the Recipient. Remember that once your Recipient has exchanged your Clever Token for a CleverCash Card, we can no longer stop transactions with that CleverCash Card or refund funds back to you.

18. Communication

If you have an enquiry relating to your Clever Token, you can use the "Support" facilities on the Website. We will deal with your enquiry promptly.

We will send you emails for any communications required under these T&Cs.

We will not send you any marketing or promotional emails unless you have given express permission for us to do so. You may unsubscribe from such marketing and promotional emails at any time by choosing the 'unsubscribe' option in the emails.

19. Complaints

The Clever Token programme is managed by CleverCards. If you are unhappy in any way with your Clever Token or the way it is managed, tell us by contacting our support team via the "Support" facilities on the Website and requesting a 'Complaint'. You may be required to provide the Order Number that you received in your order confirmation email at the time of purchase. You may also be required to confirm personal and payment details you provided at the time of purchase in order to confirm your identity.

Any complaints you have will be dealt with quickly and fairly.

20. Compensation

The Clever Token is not regulated by the Central Bank of Ireland or the UK's Financial Conduct Authority or Prudential Regulation Authority, it is also not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses Clever Token and CleverCash Card T&Cs – Version 1.0 as at 7 Aug 2020

claimed in connection with the Clever Token. This means that in the event that CleverCards becomes insolvent your funds may become valueless and unusable and as a result you may lose your money.

21. Assignment

We may assign the benefit and burden of these T&Cs to another company at any time. If we do this, you will be informed and your rights will not be affected.

22. Transfer to a new Prepaid Card

We may transfer your unused balance to a new issuer other than CleverCards at any time. If we do this you will be informed and your rights will not be affected.

23. Governing Law

This Agreement is concluded in English. All communications with you will be in English. These terms and conditions will be construed in accordance with Irish law.

PART 2
CLEVERCASH PREPAID MASTERCARD
TERMS AND CONDITIONS OF USE

The following terms and conditions (“**T&Cs**”) apply to your CleverCash Prepaid Mastercard® (“**Card**”) and its use. You must read them carefully. In these terms and conditions “**you**”, “**your**” means the CleverCash Card holder (“**Cardholder**”) and the authorised user of the CleverCash Card. “**We**”, “**us**” or “**our**” means PerfectCard DAC or EML Payments Europe Limited acting on its behalf. “**Website**” means the program website at <https://www.clevercards.com>. “**Wallet**” means your Apple Pay, Samsung Pay and/or Google Pay wallets(s), as applicable, on your compatible device(s).

1. Your Card

Your Card is not a credit card and is not in any way connected to your bank account. You will not earn any interest on any funds loaded on your Card.

Your Card is a virtual card intended for use through the Wallet. There is no physical plastic card.

Your Card is issued by us pursuant to a license from Mastercard International Incorporated. Using the Card indicates your agreement with these terms and conditions.

2. Loading your Card

The maximum amount that can be loaded onto the Card is £500. Loading takes place automatically when you request the Card on the Website. We reserve the right to refuse to accept any particular loading transaction. Upon receipt of your request for the Card and clearance/activation, your funds will be available for use on the Card without delay.

3. Using your Card

You can use the Card at any participating merchant who accepts CleverCash Prepaid Mastercard to make purchases either in-store or online. This list of merchants may change from time to time.

Before using the Card it is your responsibility to ensure that there are sufficient funds loaded on it to cover your purchase. You will not be able to use your Card after its Expiry Date. Your Card must be activated in order to be used online, and added to your Wallet in order to be used for contactless transactions in-store.

We will deduct the value of your transactions from the balance on your Card as soon as they are made and we will also deduct any applicable fees as soon as they become due; see our “The Fees” clause below for details of any applicable fees. While the Cardholder may use the Card, the Card always remains our property.

4. Loading Limits

The limits of funds that can be loaded onto the Card are as follows:

- Max Load / Balance £500
- Min Load £5

5. Blocking, Cancelling and Replacing Your Card

For fraud prevention reasons, your Card use may be queried and we may block further usage, either completely or only in certain territories or merchants. In such circumstances, you can contact customer services.

We may ask you to stop using your Card, to return it to us or destroy it. We may at any time suspend, restrict or cancel your Card or refuse to issue or replace a Card for reasons relating to the following:

- a) we are concerned about the security of your account or Card(s) we have issued to you; or
- b) we suspect your account is being used in an unauthorised or fraudulent manner; or
- c) we need to do so to comply with applicable law.

If we do this, we will tell you as soon as we can or are permitted to do so. Like other payment cards, we cannot guarantee a retailer will accept your Card.

6. Transaction Restrictions

We may also refuse to pay a transaction:

- a) if we are concerned about the security of your Card or we suspect your Card is being used in an unauthorised or fraudulent manner;
- b) If sufficient funds are not loaded on your Card at the time of a transaction to cover the amount of the transaction and any applicable fees;
- c) If we have reasonable grounds to believe that you are acting in breach of these T&Cs;
- d) if we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
- e) because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.

If we refuse to authorise a transaction, we will immediately tell you why, if practicable, unless it would be unlawful for us to do so. You may correct any information we hold and which may have caused us to refuse a transaction by contacting customer services.

7. Rights to Exchange or Re-sell

Your Card cannot be exchanged by a retailer for cash or re-sold by you, including on any selling website, such as eBay or Facebook Marketplace.

8. Currency Limitations

Funds held on your Card are in GBP (British Pound Sterling).

9. Cardholder Restrictions

The Cardholder must be over the age of 18 and resident in the European Union, United Kingdom or Channel Islands.

10. Authorising Transactions

Subject to the features of the Card, the authorisation of a transaction can include authorising any single transaction, or pre-authorising future transactions of a certain or uncertain amount.

A Card transaction will be regarded as authorised where you authorise the transaction at the point of sale by following the instructions provided by the merchant or retailer. This may include:

- a) making a contactless payment using your Wallet; or
- b) providing the Card details and/or providing any other details as requested.

Authorisation for a transaction may not be withdrawn (or revoked) by you after the time it is received by the merchant.

We will pay the funds required by the retailer or merchant to cover the transactions authorised by you within three (3) days of us receiving their request. A transaction will be received at the time we receive the transaction instruction from the merchant acquirer.

11. Expiry, suspension and cancellation of your Card

By requesting to be issued with the CleverCash Prepaid Mastercard, you consent to being immediately issued with the Card and, this being within the statutory 14-day cancellation period, you acknowledge that your right to cancel within your 14-day cancellation period is lost.

Confirmation of this will be included within the Card email confirmation that we send to you with details of your Card.

The Card will expire at the end of the “Until End” month displayed on the card image in the app and is also available by contacting Customer Services (“Expiry Date”). After the Expiry Date, you cannot use the Card but you can access any unspent funds through the redemption process specified in [Clause 12 \(Your Rights to Redemption of Funds up to and after the Expiry Date\)](#) of these T&Cs.

We may also cancel these T&Cs or suspend your Card or account immediately if we believe your Card is deliberately being used by you to commit fraud or for other illegal purposes. If we do this, we will tell you as soon as we are permitted to do so. If we cancel your Card, we will arrange for any unused funds to be refunded to you within three (3) months of the date we notify you that your Card is cancelled. You will be entitled to a refund of any unused funds less any money you have already spent on authorised transactions, any money you have already spent on pending transactions, and any fees due for use of the Card.

To enable us to comply with our legal obligations, we may ask you to provide us with certain information before we can process your refund request.

If your Card is cancelled, we will immediately block your Card so it cannot be used.

You can cancel your Card by contacting customer services. If you cancel your Card, once all transactions and fees have been deducted, we will arrange for any unused funds to be refunded to you. However, to enable us to comply with our legal obligations, we may ask you to provide us with certain information before we can process your refund request; see [Clause 12. Your Rights to Redemption of Funds up to and after the Expiry Date](#), below for further information. A Redemption Fee may be charged. See [Clause 19 \(The Fees\)](#) below.

12. Your Rights to Redemption of Funds up to and after the Expiry Date.

Any available balance of the Card may be redeemed at any time up to six (6) years after the Expiry Date, unless the Clever Token was purchased by a business entity. In order to do so, where those redemption rights are available, the Cardholder must contact customer services, present full identification and provide the necessary banking details to the customer services or the Issuer.

[Clause 19 \(The Fees\)](#) contains a summary of applicable fees, including redemption fees.

We will not redeem the value of the funds on your Card to you if your request for redemption is more than six (6) years after the date of termination or expiry of these T&Cs or if the Clever Token was purchased by a business entity.

Where applicable, during the first twelve (12) months following the Expiry Date, the redemption of any remaining funds on a Card will be free of charge.

However, where applicable, if the Cardholder requests a redemption while the Card is active, i.e. before the Expiry Date, or after more than twelve (12) months from the Expiry Date, a redemption fee of £9.95 will be deducted from the value of the redemption remitted to the Cardholder. Any redemption will be remitted only to the Cardholder by transfer to a bank account nominated by the Cardholder in the redemption process. A request for redemption may take up to thirty (30) days to process, though we will make reasonable efforts to process the request sooner.

13. Keeping your Card secure

You should treat your Card like cash. If it is lost, stolen, accidentally deleted or corrupted, you may lose some or all of your money on your Card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your Card safe and not let anyone else use it.

We recommend that you check the balance on your Card regularly online at <https://demo.clevercards.com/myCard>.

14. Lost or stolen Card and unauthorised or incorrectly executed payments

You must tell customer services without undue delay if you know or suspect that a Card is lost or stolen or if you think a transaction has been incorrectly executed.

We will refund any incorrectly executed transaction immediately unless we have any reason to believe that the incident has been caused by a breach of these T&Cs, negligence (including your failure to notify customer services without undue delay or your failure to keep your Card secure) or we have reasonable grounds to suspect fraudulent activity. However, you will bear the loss, up to £35 in total, if the transaction results from the use of a lost or stolen Card. However, if investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or negligently, you may be liable for any loss we suffer because of the use of the Card.

15. Our liability

We will not be liable for any loss arising from:

- a) any cause which results from abnormal or unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite our reasonable efforts to the contrary; or
- b) a retailer refusing to accept your Card (unless we have acted with gross negligence or wilfully in this regard); or
- c) our compliance with legal and regulatory requirements; or
- d) loss or corruption of data unless caused by our gross negligence or wilful default.

16. Data Protection

We are committed to maintaining all data which we collect and process in accordance with the requirements of all applicable data protection legislation, including the General Data Protection Regulations (GDPRs). We will take reasonable steps to ensure that all personal data concerning you and any other Cardholder is kept secure against unauthorised access, loss, disclosure or destruction. Further details are contained within our Privacy Policy which can be accessed on the Website. By providing us with personal data the provider of such data agrees to the terms contained within our Privacy Policy.

17. Refunding Transactions

You may be entitled to claim a refund in relation to transactions where:

- a) the transactions were not authorised under these T&Cs;
- b) we are responsible for a transaction which was incorrectly executed and you notified us in accordance with clause 8 above;
- c) a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than you could reasonably have expected, taking into account normal spending patterns on the Card or the circumstances of the transaction.

A claim for a refund in the circumstances set out above will not be accepted if the amount of the transaction was notified to you at least four (4) weeks before the transaction date or if the claim is made more than eight (8) weeks after being debited from your account.

We will arrange a refund back onto your Card only. However, to enable us to comply with our legal obligations, we may ask you to provide us with certain information before we can process your refund request.

18. Changes to these Terms

We may change these terms at any time by notifying you on the Website at least two (2) months before the change is due to take effect. The most current version of these terms and conditions will always be available on the Website. The change will automatically take effect and you will be taken to have accepted the notified change unless you tell us that you do not agree to the change. In that event, we will treat that as notification that you wish immediately to terminate and in such circumstances, we will refund any balance on the Card in accordance with [Clause 12](#) above and you will not be charged a Redemption Fee.

19. The Fees

We do not charge any fees for checking your on-line balance and transactions. However, the following fees apply:

Fee Description	Description	Frequency
Redemption / Replacement Fee	£9.95	Per Card
Account Maintenance Fee (monthly)	£1.00	Commences at the thirteenth (13) month after activation

20. Disputes with Retailers

If you have any disputes about purchases made using your Card, you should settle these with the person/retailer/merchant you bought the goods or services from. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your Card. Remember that once you have used your Card to make a purchase we cannot stop that transaction.

21. Customer Services

If you have any enquiry relating to your Card, you can contact customer services by email to cardsupport@clevercards.com, or by writing to CleverCards, Suite 4, Beacon Mall, Sandyford, Dublin, Ireland, D18 TN80.

22. Complaints

The Card is managed by EML Payments Europe Limited for CleverCards. If you are unhappy in any way with your Card or the way it is managed, you should first contact customer services. If you are still unhappy contact us at cardsupport@emlpayments.com so we can investigate the circumstances for you. Any complaints you have will be dealt with as quickly and as fairly as is practicable.

Following our investigation if you are still unhappy you may also complain to the Financial Services and Pensions Ombudsman at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: +353 (0)1 567 7000 and e-mail: info@fspo.ie or by using their online facility to submit a complaint.

23. Compensation

The Card is an electronic money (e-money) product and although it is a product regulated by the Central Bank of Ireland, no compensation scheme exists to cover losses claimed in connection with the Card.

24. Assignment

We may assign the benefit and burden of these terms and conditions to another company at any time, on giving you two (2) month's prior notice of this. If we do this, your rights will not be affected.

25. Severability

If any part of these T&Cs are, for any reason, held to be illegal, invalid or unenforceable - (i) that part is to be read down to the extent necessary to preserve its operation and, if it cannot be read down, it is to be severed, and (ii) the legality, validity and enforceability of the remainder of these T&Cs shall not be affected thereby and shall remain in full force and effect to the greatest extent permitted by law.

26. Governing Law

These T&Cs are concluded in English. All communications with you will be in English wherever possible. In the event these terms and conditions are translated into any language other than English then the English language version shall prevail. These T&C's and any dispute, proceedings or claim of whatever nature arising out of or relating to these T&Cs (including any non-contractual disputes or claims) shall be exclusively governed by and interpreted in accordance with the laws of Ireland and the courts of the Republic of Ireland shall have exclusive jurisdiction.

27. Fund Protection

As a responsible e-money issuer, PerfectCard DAC ensures that once it has received funds for loading onto a Card they are deposited in a secure account, specifically for the purpose of redeeming transactions made by your Card. In the event that PerfectCard becomes insolvent, funds loaded onto a Card and which have been deposited by PerfectCard DAC in a secure account are protected against the claims made by creditors.

28. Card Issuer

Your Card is issued by PerfectCard DAC ("Issuer"), (registered in ROI with company number 423276) whose principal office is Second Floor, La Vallee House, Upper Dargle Road, Bray, Co. Wicklow, A98 W2H9, ROI, which is authorised by the Central Bank of Ireland under the Electronic Money Regulations 2011 (Register Ref: C95957).