

CleverCards Token Terms and Conditions

Last Updated: 1 November 2023

These terms and conditions are issued by KPTRS Investments Ltd, a company duly incorporated in Ireland under company number 496147, having its registered office at CleverCards Suite 4, The Mall, Beacon Court, Sandyford, Dublin D18 TN80 (“CleverCards/Us/We”).

The CleverCards Token is issued by CleverCards to the Product Recipient (“You/Product Recipient”) and is subject to these terms and conditions. If You have any questions about these terms and conditions or the Products please contact us [here](#).

Definitions

Defined terms are as set out in this Contract and as below:

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| Agreement | means the agreement between you and us, which includes these terms and conditions. |
| Business Day | means any day from Monday to Friday excluding Irish bank or public holidays |
| “CleverCards” or “KPTRS Investments Ltd”, “We” (or “we”) or “us” | means KPTRS Investments Ltd, a limited liability company having its registered office CleverCards Suite 4, The Mall, Beacon Court, Sandyford, Dublin D18 TN80 and any business or other person to whom any or all of our rights and responsibilities under this Agreement may be transferred or delegated. |
| CleverCards Prepaid Card | means a prepaid digital Mastercard, distributed by CleverCards to a Product Recipient on behalf of an Electronic Money Institution, enabling them to access electronic money in an eMoney Account registered to an individual Product Recipient. Terms & Conditions applicable to CleverCards Prepaid Cards are here . |
| CleverCards Tokens | which are electronic virtual vouchers in the form of unique digital codes, entitling the consumer to obtain a CleverCards Prepaid Card of a value equal to the one indicated in the Token. A CleverCards Token is not a credit or debit card nor another payment instrument, and it is not linked to Your bank account. |
| Data Protection Laws | mean the General Data Protection Regulation (EU) 2016/679 (“GDPR”) (as amended and superseded from time to time), and/or all Applicable Law from time to time, in each case in each jurisdiction where the Services are delivered in relation to data privacy. |
| Device | means a mobile, tablet or computer device where the CleverCard Token is accessed. |
| Expiry | means the period within which the CleverCard Token is operational and ends on the Expiry Date. |

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| Product(s) | means CleverCards Tokens. |
| Product Recipient | means Your employee or customer to whom You issued the Products. |
| Redemption | means the redemption of the CleverCard Token for a CleverCards Prepaid Card on CleverCards.com |
| Token | represents a unique link or URL referring to the CleverCards Token and which can be delivered electronically to the Product Recipient to obtain a CleverCards Prepaid Card. |
| Webapp | means the web application site where you redeem your CleverCards Token |
| Website | means the CleverCards website www.CleverCards.com and its subpages and subdomains. |
| “You” (or “you”) and “Your” (or “your”) | means the person in possession of the CleverCard Token from time to time. |

1. CleverCards Token

- 1.1. The use of the CleverCards Token is subject to the terms of this Agreement as may be varied by us from time to time. The current version of this Agreement is available on the Website. Purchase and or use of the CleverCards Token constitutes your acceptance of these terms and conditions.
- 1.2. The CleverCards Token will not be restricted to the Product Recipient (until it is redeemed for a CleverCards Prepaid Card). We will hold information about you, including your name, email, mobile Device number and IP address, that will link the CleverCards Token to you. We will assume, unless and until you tell us to the contrary, that the person who uses the CleverCards Token at any time is the rightful user of the CleverCards Token.
- 1.3. The CleverCards Token will be available for Redemption immediately. You may Redeem the CleverCards Token, in accordance with any instructions issued by us from time to time, until the CleverCards Token expires, at which point this Agreement will automatically terminate and your right to use the CleverCards Token will cease.
- 1.4. CleverCards Tokens expire after 5 years from the date on which the contract for supply of Products was entered into.
- 1.5. CleverCards Tokens cannot be redeemed for cash or refunded.
- 1.6. Additional amounts may not be loaded onto an issued CleverCards Token.
- 1.7. CleverCards Tokens are available in euro (€), GBP (£) or US (\$).
- 1.8. The Redemption of CleverCards Tokens for CleverCards Prepaid Cards, being electronic money, is subject to separate CleverCards Prepaid Cards Terms & Conditions of use for the Product Recipient which can be found here.

2. Fees and Charges

- 2.1. No fees are charged for the first year of issuance of the Products. A monthly charge of €1.90 (or the credit balance on the CleverCards Token, if lower) will be charged

after the CleverCards Token has been in issue for 12 months. This charge will start to be applied from the following month and will continue until such time as the balance on the CleverCards Token is zero and this Agreement is terminated.

- 2.2. CleverCards does not charge a fee for text messaging services which arise on redeeming a CleverCards Token for a CleverCards Prepaid Card. While we do not charge for this service, we are not responsible for any charges from your service provider that may result from our providing this service. It is your responsibility to check with your individual carrier, as standard messaging and data rates may apply. CleverCards assumes no responsibility for charges incurred in using SMS as part of the CleverCards Token Redemption process. Any text messaging fees that you incur will be billed on your individual mobile provider bill.
- 2.3. A fee of €18.00 per card or the balance on the CleverCard Token, if lower, is applied for replacement CleverCards Tokens.

3. Changes

- 3.1. We reserve the right at all times to introduce new terms and/or to vary or amend an existing term (including, without limitation, change the existing fees or introduce new fees) by giving you at least one month's notice thereof on the Website, via Webapp or by whatever means we, in accordance with applicable legislation, deem appropriate at that time. You will be deemed to have accepted such a revised Agreement, unless you tell us that you do not agree to the change prior to the change taking effect. In such circumstances, your rejection of the change shall be treated as notification that you wish to terminate this Agreement. If you received this CleverCards Token from a corporation/business (including a third party), we reserve the right to notify the corporation/business of the refusal and termination of this Agreement and refund them the balance.
- 3.2. We reserve the right to introduce new features, products and services all the time. These new features and services may be provided through the Website, our WebApp, APIs and other means. These terms and conditions apply whenever and however you access our new features, products and services.

4. Restrictions on use of the CleverCards Token

- 4.1. The CleverCards Token belongs to us. We may, at our reasonable discretion and without prior notice to you, restrict the use or operation of the CleverCards Token in circumstances where: you are in breach of this Agreement; we have reasonable grounds to suspect unauthorised use of the CleverCards Token, fraud, theft or dishonesty; or we have any legal or other objectively justifiable reason. In such circumstances, we will be entitled to take such steps as we consider reasonably necessary to: block the use or operation of the CleverCards Token; refuse to allow Redemption of the CleverCards Token; suspend, restrict or terminate your right to use the CleverCards Token; withdraw the CleverCards Token; or refuse to replace the CleverCards Token.
- 4.2. Where we take any such steps, we will notify you and give our reasons for doing so as soon as we are permitted to do so. Where the CleverCards Token is blocked, we will advise you as to how the block may be removed or will issue you with a replacement CleverCards Token (if after our investigation we believe the relevant circumstances which described above no longer apply).

5. Theft, Loss or Misuse of CleverCards Tokens

- 5.1. If the CleverCards Token is lost, stolen, or fails to operate correctly or if the CleverCards Token becomes known/accessible to any unauthorized person (including if your Device is lost or stolen) you must immediately notify CleverCards [here](#). You must quote the CleverCards Token number and your email address; if you do not

quote the CleverCards Token number and email address, we will not be able to cancel the CleverCards Token or issue a replacement CleverCards Token.

- 5.2. You will remain liable for any Redemption of the CleverCards Token arising from unauthorised use of the lost or stolen CleverCards Token.
- 5.3. Following notification under Clause 6.1, if there is a credit balance on the CleverCards Token at the time the CleverCards Token/Device is reported lost or stolen, we will, where appropriate for security reasons, cancel the original CleverCards Token and will provide a replacement CleverCards Token to you (with the appropriate credit loaded on to the replacement CleverCards Token) via Webapp. You will need your account login details to log into the Webapp and access your replacement CleverCards Token. A fee will be payable for any replacement CleverCards Token in accordance with Clause 2 above; the amount of this fee will be deducted from the CleverCards Token balance.

6. Termination and Cancellation

- 6.1. You can terminate this Agreement at any time by notifying us. Any funds remaining on your CleverCards Token will be forfeited.
- 6.2. We can terminate this Agreement for any reason by giving you at least 1 months' notice on the Website or by whatever means we, in accordance with applicable legislation, deem appropriate at that time. If your CleverCards Token is cancelled or we have terminated this Agreement in accordance with this Clause 6, we will immediately block your CleverCards Token so it cannot be redeemed and we will make arrangements to refund the CleverCards Token balance or provide a suitable alternative. If you received this CleverCards Token from a corporation/business (including a third party), we reserve the right to notify the corporation/business of the termination of this Agreement and refund them the balance.

7. Data Protection

- 7.1. By purchasing or using the CleverCards Token, you agree that we can use your personal data in accordance with Our Privacy Policy. Our Privacy Policy is set out on Our Website [here](#), it includes details of the personal data that we collect, how it will be used, and who we pass it to.
- 7.2. We collect and process personal data (such as name, address and e-mail address) when you purchase or use the CleverCards Token. We use this data to electronically deliver the CleverCards Token(s) to you or the person you have requested us to electronically deliver the CleverCards Token to. We may also collect such personal data when you contact us in order for us to assist with a query about the CleverCards Token you hold or to process a CleverCards Token Redemption request.
- 7.3. We will only share your personal data with third parties and with other companies in the CleverCards group of companies in order to provide CleverCards Token electronically deliver or customer contact centre services on our behalf.
- 7.4. We will not use your personal data for marketing, unless, when you purchase your CleverCards Token online, or on Redemption of your CleverCards Token into a CleverCards Prepaid Card, or such other time we contact you, you agree to receive from time to time details of products and services we think may be of interest to you. If you no longer want to receive such communications, please advise Customer Services here.
- 7.5. You explicitly consent to us accessing, processing and retaining any information you provide to us for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation.

8. General

- 8.1. We will not be liable for any delay or failure in performing any of our obligations in respect of the CleverCards Token.
- 8.2. The accounts and records kept by us or on our behalf shall, in the absence of an obvious error, constitute sufficient evidence of any facts or events relied upon by us in connection with any CleverCards Token or matter or dealing in relation to the CleverCards Token.
- 8.3. We may disclose details of the CleverCards Token to any person acting as our agent in connection with the use or issue of the CleverCards Token.
- 8.4. The formation, construction, performance, validity and all aspects whatsoever of this Agreement and any differences or disputes (including non-contractual disputes) shall be governed by Irish law and each party irrevocably agrees to submit all dispute arising out of or in connection with it to the exclusive jurisdiction of the Irish Courts to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter.
- 8.5. All communications under this Agreement will be in English.
- 8.6. We may record or monitor phone calls with you for training purposes, to enable instructions to be verified and to assess whether our service standards are being met.

9. Complaints

- 9.1. If you are not satisfied with any aspect of the service offered, please contact Customer Services here. We will try and resolve your complaint as soon as possible. Often however, the complaint will need to be investigated. In most cases we will provide a full response to your complaint within fifteen (15) Business Days after the day on which we receive your complaint. However, if we are not able to do so due to exceptional circumstances, we will provide you with a full response within thirty-five (35) Business Days, in which case we will inform you of the delay.