

## Perx Card Agreement

### Perx Card Agreement

#### Definitions

In this Card Agreement the following terms have the meanings set out below:

“**ATM**” means automated teller machine. This feature is not included in Perx Reward Cards.

“**Available Balance**” means at any given time any unspent funds loaded onto the Wallet which are available to pay for transactions and fees and charges payable under this Card Agreement.

“**Business Day**” means means any day other than a Saturday, Sunday or national public holiday on which banks are open for business in Ireland.

“**Card Agreement**” or “**Agreement**” means these terms and conditions governing the use of a Card and Card Services.

“**Card**” means a physical or virtual prepaid payment card issued by Perx to the Company for use by a Cardholder.

“**Card Balance**” means at any given time any unspent funds loaded onto a particular Cards which are available to pay for transactions and fees and charges payable under this Card Agreement.

“**Card Features**” has the meaning given to it in clause 5.1.

“**Card Funds**” means funds available for spend on any particular Card having been loaded onto such Card from the Wallet.

“**Card Services**” means those services associated with the Cards provided by Perx to the Company or Cardholders as set out in clause 3 of this Card Agreement.

“**Cardholder**” means any person representing the Company in the performance of this Card Agreement (including the use of the Card), or who makes any communication or gives any authorisation for a transaction or other instructions to EML on the Company’s behalf, in respect of the Card or any of the services provided by Perx in the Card Agreement.

“**Cardholder Fees**” means those fees set out in clause 7.3 of this Card Agreement.

“**Cardholder Portal**” means the online platform accessible to individual Cardholders on which they can login to their User Account and, among other things, register their card for 3D Secure, access their account balance and review their transaction history. Use of the Cardholder Portal is subject to the terms of use of the Cardholder Portal.

“**Company Representative**” means the individual, 18 years or older, authorised by the Company to enter into this Card Agreement on behalf of the Company and administer the Cards on the Perx Platform under the terms of this Card Agreement.

“**Company**” means the corporate entity or sole trader who has entered into this Card Agreement for the provision of prepaid card services.

“**Company Account**” means the Company’s account on the Perx Platform on which the Company Representative can administer the Cards and view the Wallet.

“**Customer Services**” means those customer support services available to Cardholders as described in clause 18 of this Card Agreement.

“**EEA**” means the European Economic Area.

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**“Expiry Date”** means the date printed on a Card which is the date it will no longer work.

**“Order”** means the order of Cards from the Company under the terms of this Card Agreement and the applicable Order Form.

**“Order Form”** means the form submitted by electronic communication or online via the Website by the Company for the Cards and Card Services.

**“Passported Country”** means a country in which EML Money DAC is authorised to passport its e-money services, as set out in the Schedule to this Card Agreement.

**“Perx”**, “us” or “our” means, in the context of the issuance of e-money and payment services, EML Money DAC, a company registered in Ireland with Company Number 423276; and, in the context of the production of the Cards technology systems required to operate the Cards and Cardholder Portal, EML Payments (EU) Limited, a company registered in Ireland with Company Number 560902, both with a registered address at 2nd Floor, La Vallee House, Upper Dargle Road, Bray, Co. Wicklow, Ireland.

**“Perx Platform”** means the online platform accessible to the Company Representative to administer the Cards available on the Website.

**“PIN”** means the personal identification number provided to the Cardholder for use with the Card. Please note that not all Cards will be enabled with PIN technology.

**“Privacy Policy”** means the Perx privacy policy available online at the website.

**“Service Fees”** means those fees set out in clause 7.2 of this Card Agreement.

**“User Account”** means the individual Cardholder’s user account on the Cardholder Portal.

**“Wallet”** means the electronic account available on the Perx Platform in the Company’s name where Available Balance are held.

**“Website”** means Perx’s website available at [perxrewards.com](http://perxrewards.com).

**“you”** means the Company Representative in whose name the Cards or Wallet is registered and who has accepted the Card Agreement, or, where the context so requires, the Cardholder.

### **1. THIS CARD AGREEMENT**

1.1 This Card Agreement is between Perx and the Company and each Cardholder and sets out the general terms and conditions that apply to the Card Services and each Card.

1.2 The Cards are issued by EML Money DAC, whose principal office is: 2nd Floor, La Vallee House, Upper Dargle Road, Bray, Co. Wicklow, Ireland and which is authorised by the Central Bank of Ireland under the Electronic Money Regulations 2011 (Register Ref: C95957). The Cards and e-money associated with the Cards are issued by EML Money DAC pursuant to a licence by Mastercard International Incorporated. A Card is the property of EML Money DAC and is not transferrable to anyone else. The production of the Cards and the technology systems required to operate the Cards are provided by EML Payments (EU) Limited.

1.3 The Company accepts this Card Agreement by either i) completing an Order Form; or ii) transferring funds into their Wallet in accordance with clause 4.

1.4 Subject to clause 1.6, this Card Agreement will commence when the Company Representative confirms agreement to this Card Agreement, or when a Cardholder activates or uses a Card, and will terminate in accordance with clause 12.

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- 1.5 Subject to clause 12 (Termination), this Card Agreement will continue until all Cards issued under this Card Agreement have reached their Expiry Date.
- 1.6 Perx reserves the right to refuse the Company to complete an Order and/or activate Cards where Perx has conducted a review under clause 2 and has reasonable grounds to suspect the Company or any Cardholder of being involved with any activity it deems fraudulent and/or illegal. If Perx refuses, it will inform the Company of the refusal but may not inform of the reason for the refusal. If you have already paid Perx any funds, Perx will refund you the full amount including any delivery costs charged as soon as possible.
- 2. KNOW YOUR BUSINESS (“KYB”)**
- 2.1 The Card is a regulated financial product, and Perx is therefore required under applicable law to obtain and hold certain information about its customers. This information is used to satisfy Perx’s regulatory obligations and to assist Perx in administering the Card and identifying the Card in the event that it is lost or stolen. Please see clause 20 for more information on how Perx uses this information.
- 2.2 To complete an order for Cards, you must be a Company Representative of a body corporate (e.g. a company) or sole trader acting in the ordinary course of business and which is registered in and/or incorporated in a Passported Country (as set out in the Schedule). The Company Representative and all Cardholders must be over 18 years of age.
- 2.3 As part of its KYB procedures required under applicable law, Perx will require information about the Company and its representatives (including, as applicable, employees or clients) to complete an Order, including (but not limited to):
- 2.3.1 the legal name of the Company;
  - 2.3.2 the names and dates of birth of directors;
  - 2.3.3 the names and dates of birth of any natural person(s) who exercises executive control over the daily or regular affairs of the Company.
- 2.4 Perx will require the information set out in clause 2.3 and any documentary evidence required to support such information prior to completion of an Order. Perx will electronically verify this information using online KYB verification services. By entering into this Card Agreement, you, as Company Representative, consent to these verifications taking place.
- 2.5 The Company Representative must provide all information reasonably required by Perx (acting in accordance with applicable law) to fulfill its anti-money laundering obligations in respect of any Cardholders.
- 2.6 As part of the Order and any future orders, the Company Representative may request additional Cards for Cardholders. This Card Agreement also applies to any additional Cards and Cardholders that Perx provides to the Company. It is important that the Company provide this Card Agreement to any additional Cardholders before they start using the Card.
- 2.7 The Company represents and warrants to Perx that:
- 2.7.1 it is a body corporate or other entity, which is duly incorporated or registered in the Passport Countries, or a partnership, acting within the scope of its ordinary course of business;
  - 2.7.2 it is duly authorised to enter into the Card Agreement and to perform its obligations hereunder, and the Corporate Representative entering into this Agreement on its behalf is duly authorised to represent and bind the Company;

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- 2.7.3 the Company is in compliance with all applicable anti-money laundering and sanctions laws and are not aware of any breach by the Company Representative or any Cardholders of any such laws; and
- 2.7.4 if the Company becomes aware that any authorised person is (or will be) in breach of the terms of the Agreement, the Company will take steps to remedy the breach and/or prevent the authorised person concerned from using the Card.

### 3. CARD SERVICES

3.1 Perx shall provide the following services for the duration of this Card Agreement:

- 3.1.1 **Perx Platform** – the Company may choose to access and administer the Cards through the Perx Platform. To avail of this service, the Company must either i) pay the Subscription Fee listed in under clause 7.2 below; or ii) load over €5,000 or £5,000 (as applicable) on the Wallet;
- 3.1.2 **Offline Orders** – if a Company chooses to order offline through a Perx representative, the Company must pay the Offline Order Fee set out in clause 7.2 below; and
- 3.1.3 **Cardholder Portal** – each Cardholder will be able to register their Card via the Cardholder Portal to, among other activities, enroll their Card for 3D Secure, view their Card Funds, and review their transaction history.

### 4. LOADING A CARD

- 4.1 Subject to successful completion of any KYB requirements under clause 2, the Company may load the Wallet by bank transfer. However, for the purposes of preventing fraud, money laundering, terrorist financing or any other financial crime, Perx reserves the right to reject any particular loading transaction or channel.
- 4.2 The Wallet may only be loaded by the Corporate Representative unless otherwise approved by Perx. Loading by Cardholders or by another source is not permitted. The applicable Load Fees are provided in clause 4.3 below.
- 4.3 The following load and spending limits apply to each Card:

Name of Card	Description	Limits
<b>Reward Cards/Virtual Cards</b>		
	Max Load and Balance:	€2,500 / £2,500
	Min Load	€10 / £10 *
	*Please note that for loads of less than €50/£50 a fee of €0.50/£0.50 will apply per card.	
<b>Reloadable Cards</b>		
	Max Load and Balance	€10,000 / \$10,000 / £10,000
	Minimum Load	€10 / \$10 / £10
	Max Load in a 24-hour period:	€8,500 / \$10,000 / £6,500
	Max number of loads in a 24-hour period:	One

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	Max value of POS Transactions in 24-hour period	€5,000 / \$5,000 / £5,000
	Max number of POS Transactions in 24-hour period	Twenty (Ten for virtual cards)
	Max value of ATM withdrawal in a 24-hour period	€250 / \$250 / £250 (NA for virtual cards)
	Max number of ATM withdrawals in a 24 hour- period	Four (NA for virtual cards)

### 5. CARDS

5.1 A Card is a payment card that can be used to pay for goods and services at participating retailers. Additionally, where the Card is reloadable and the Company has enabled the Card for such use, it can be used to withdraw funds from an ATM (Note: Reward Cards cannot be used at ATMs). Cards issued under this Card Agreement will have varying functionality depending on the nature of the Card and the functionality approved by the Company (“**Card Features**”). For instance, certain cards will be enabled for PIN & Chip use while others will be swipe only or have a contactless feature. The Company Representative and Cardholders should consider this Card Agreement together with how it relates to the particular features of their Card. Please see the Perx Website for a full list of Card Features.

5.2 While a Card is designed for use at any location worldwide that displays the Mastercard Acceptance Mark, Perx cannot guarantee that a particular retailer or business will accept a Card. Cardholders should always check with the retailers before attempting a transaction. Additionally, Perx may block a Card for use with certain businesses to prevent the use of Cards for unlawful or unauthorised activity, such as:

5.2.1 money transfers (i.e. transfer of the Card Funds to a cash account);

5.2.2 gaming transactions (i.e. the use of the Cards with gambling organisations);

5.2.3 charitable and social organisations (i.e. the use of the Cards to donate to charity fundraising organisations or receive funds from same);

5.2.4 video entertainment rental stores (i.e. the use of the Cards to rent on demand video entertainment); and

5.2.5 quasi-cash transactions (i.e. where the Card funds are exchanged for a token or other instrument which can be exchanged for cash (for example, on Paypal, Revolut or a cryptocurrency exchange)).

5.3 Please note that the list provided in clause 5.2 is non-exhaustive and Perx reserves the right to block the use of a Card at any time where it has reasonable suspicion that the Cards could be used for unlawful or fraudulent purposes.

5.4 Before using the Card, it is the responsibility of a Cardholder to ensure that there are sufficient Card Funds on it to cover a purchase or withdrawal. A Cardholder will not be able to use a Card after its Expiry Date.

5.5 A Card is not a credit card and is in no way connected to a bank account. Neither the Company nor Cardholders will earn any interest on any funds transferred to the Wallet or loaded onto a Card.

5.6 When a Cardholder receives a physical Card, it will be issued in an inactive state. The Cardholder will need to activate it by logging onto the Cardholder Portal and then following the activation request for the Card prior to use. The Cardholder must sign the signature strip on the back of the Card as soon as it is received.

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5.7 A virtual Card can be used immediately after it is generated and does not need to be activated.

### 6. CARD REGISTRATION

6.1 Perx recommends that each Cardholder register their Card on the Cardholder Portal upon receiving it. The Cardholder will be able to manage their card from the Cardholder Portal including registering their Card for 3D secure, viewing their Card Funds and reviewing their recent transaction history.

6.2 Please note that the Company Representative will have access to view the Card Funds loaded onto each Card via the Perx Platform.

6.3 In the event of queries which cannot be resolved through the Perx Platform or Cardholder Portal in regards to transactions on a Card they should be directed to Customer Services (clause 18).

### 7. FEES & CHARGES

7.1 Service Fees and Cardholder Fees apply under this Card Agreement as set out in clauses 7.2 and 7.3.

7.2 **Service Fees** – there are fees and charges associated with to the ordering of Cards and access to the Card Services that are payable by the Company to Perx as follows:

Fee Description	Amount	Frequency	Additional Information
Subscription Fee	€120 +VAT	Per year	This is payable to load your own stock.
Single Load Card Load Fee	N/A	Per Load	
Reloadable Load Card Load Fee	2.75% of total card load	Per Load	
Upfront Cost of Single Load Cards	€5 £5	Per Card	This fee is not applicable where the initial load total is greater than €5,000/£5,000, or where the Company has paid the Subscription Fee.
Upfront Cost of Reloadable Cards	€10 £10	Per Card	
Redemption Fee	€10 £10	Per Wallet	This fee is the cost of redeeming the Available Balance into a nominated bank account.
Offline Orders	€12.50 admin charge for orders of up to 99 Cards €25 admin charge for orders above 99 Cards £16 admin charge for all UK orders.	Per Order	

(These fees are not assessed against the Card Funds and are separate from the Cardholder Fees which are set out in clause 7.3 below.)

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- 7.3 **Cardholder Fees** - there are fees and charges associated with the use of the Cards that are separate from the Service Fees. These fees are assessed against the Card Funds as follows:

Fee Description	Amount – Reward/Virtual	Amount – Reload	Frequency	Additional Information
Customer service telephone enquiries	Local Call Rate	Local Call Rate	Per Call	
Lost / Stolen Replacement Card Fee	€7.50 / £7.50	€10.00/£10.00	Per card	
ATM Cash Withdrawal	N/A	€2.00/£2.00	Per withdrawal	
FX Exchange Rate	2.75%	2.75%	Per transaction	
Card Merge Fee	€5.00/£5.00	€5.00/£5.00	Per merge	
Card Maintenance Fee	€3.00/£2.00	€2.00/£2.00	Per month	Assessed against the card after 12 months for Reward Cards, or 12 months of no activity for Reload Cards.

## **8. USING A CARD**

- 8.1 Detailed instructions on how to use a Card are found on the Website. The Cardholder will need to follow these instructions when using their Card. Perx will deduct the value of any transactions from Card Funds on the relevant Card as soon as they are made. Perx will also deduct any applicable fees as soon as they become payable by the Cardholder. See the Fees section at clause 7.3 above which details the Cardholder Fees.
- 8.2 A Card may only be used by the Corporate Representative or through one or more Cardholders acting with the Company's consent. The Card is otherwise non-transferable, and the Cardholder is not permitted to allow any other person to use the Card.

## **9. AUTHORISING TRANSACTIONS**

- 9.1 Subject to the features of the particular Card, the authorisation of a transaction can include authorising any single transaction, a series of recurring transactions (including transactions for an indefinite period) or pre-authorising future transactions of a certain or uncertain amount.
- 9.2 Perx will regard a Card transaction as authorised by the Cardholder where the Cardholder authorises the transaction at the point of sale or ATM by following the instructions provided by the merchant or retailer to authorise the transaction, which may include:
- 9.2.1 the magnetic stripe on the Card being swiped by the retailer;
  - 9.2.2 a sales slip being signed;

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- 9.2.3 the Card being inserted into the Chip & Pin device and Card Pin being entered (where the Card has Chip & PIN technology);
  - 9.2.4 the Cardholder providing the Card details and/ or providing any other details as requested; or
  - 9.2.5 the Card being tapped against a Contactless enabled reader and accepted by such reader.  

(please note that the particular features of your Card may vary).
- 9.3 Authorisation for a transaction may not be withdrawn (or revoked) by a Cardholder after the time it is received. However, a transaction which is agreed to take place on a date later than the date it was authorised may be withdrawn as long as notice was provided no later than the close of business on the business day before it was due to take place, and the retailer was notified (with copy of such notice provided to Perx.) Perx may charge a Cardholder a fee if a transaction is revoked by the Cardholder under this condition. Please see our fees table clause 6 above.
- 9.4 On receipt of notification of the authorisation of a transaction and the transaction payment order, Perx will deduct the value of the transaction, plus any applicable fees and charges, from the Card Funds.
- 9.5 Certain retailers or services (such as a hotel booking or care hire agents) may place a pre-authorisation amount on the available Card Funds on a Card, resulting in a hold over such funds until the relevant retailer or service provides Perx the final payment of the purchase. On receipt of the final payment amount, this pre-authorisation amount will be removed. During this period, the Company and Cardholders will not have access to this pre-authorised amount.
- 9.6 In the unlikely event, for any reason whatsoever, a transaction is completed when there are insufficient funds on the Card for that transaction (a "Shortfall"), the Shortfall shall be reimbursed by a Cardholder unless it is due to an error on the part of the retailer where the Card was presented. In this circumstance Perx will seek the Shortfall from the retailer.
- 9.7 The Cardholder agrees that once Perx make this Shortfall known to the Cardholder, Perx may charge such Cardholder for the Shortfall amount. Perx may charge the amount of the shortfall from any other payment method which the Company may designate at that time, or against any funds which the Company may subsequently load onto its Wallet.
- 9.8 Until Perx is reimbursed the Shortfall amount, Perx may suspend the Card and any additional Cards connected to the Wallet. In addition, Perx reserve the right to charge the Company an Administration Fee for each transaction that a Cardholder makes using a Card that results in a Shortfall or increases the Shortfall amount.
- 9.9 Perx will pay the funds required by the retailer or merchant to cover the transactions authorised by a Cardholder by the end of the next business day of Perx receiving their request. A transaction will be received as follows:
- 9.9.1 for purchases and ATM transactions, at the time Perx receive the transaction instruction from the merchant acquirer or ATM operator;
  - 9.9.2 for other transactions which are communicated directly to Perx, at the time the Cardholders asks Perx to complete the transaction; or
  - 9.9.3 if, in relation to,
    - 9.9.3.1 purchases and ATM transactions, Perx receive the transaction instruction from the merchant acquirer or ATM operator; or

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9.9.3.2 other transactions communicated directly to us, the Cardholders asks Perx to complete the transaction after seven days,

the transaction instruction or request will be deemed to have been received by Perx on the following business day.

(please note that the particular features of your Card may vary).

9.10 When a Cardholder has transactions in a currency other than the base currency of the Card, in order to ensure that the most accurate exchange rate is used, Perx will make the exchange immediately to convert the foreign transaction into the base currency of the Card. For all transactions made in a foreign currency you can find out what the applicable exchange rate is on the Cardholder Portal.

## **10. FRAUD PREVENTION**

10.1 For fraud prevention reasons, Card usage may be queried, and Perx may block further usage. In such circumstances, the Company Representative or Cardholder can contact Customer Services in accordance with clause 18.

10.2 Perx may ask the Cardholder to stop using their Card and return it to us or destroy it. Perx may at any time suspend, restrict or cancel a Card or refuse to issue or replace a Card for reasons relating to the following:

10.2.1 Perx is concerned about security of the User Account or the Card issued by Perx to the Cardholder;

10.2.2 Perx suspects an account is being used in an unauthorised or fraudulent manner; or

10.2.3 Perx needs to do so to comply with the law.

10.3 If Perx suspends, restricts or cancels a Card under clause 10.2, Perx will tell the Cardholder as soon as it can or is permitted to do so after it have taken these steps.

10.4 Like other payment cards, Perx cannot guarantee a retailer will accept your Card. Perx may also refuse to pay a transaction:

10.4.1 if it is concerned about security of a Card or suspects a Card is being used in an unauthorised or fraudulent manner;

10.4.2 if sufficient funds are not loaded on a Card at the time of a transaction to cover the amount of the transaction and any applicable fees

10.4.3 if there is an outstanding Shortfall on the Card in accordance with clause 9.6;

10.4.4 if it has reasonable grounds to believe that a Cardholder is acting in breach of this Card Agreement;

10.4.5 if it believes that a transaction is potentially suspicious or illegal (for example, if it believes that a transaction is being made fraudulently); or

10.4.6 because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.

10.5 If Perx refuses to authorise a transaction, Perx will, if practicable, tell the relevant Cardholder why immediately unless it would be unlawful for us to do so. A Cardholder may correct any information Perx holds and which may have caused us to refuse a transaction by logging onto the Cardholder Portal or contacting Customer Services in accordance with clause 18.

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### **11. REDEMPTION**

- 11.1 The Company Representative may terminate this Card Agreement and the Card Services and the Cards at any time on behalf of the Company or a Cardholder in accordance with clause 12 and redeem the Available Balance by contacting Customer Service in accordance with clause 18 (subject to any applicable Redemption Fee).
- 11.2 Redemption can only be made by a single bank transfer to the account held in the Company's name and Perx reserves the right to request evidence of the bank account ownership prior to making such transfer.
- 11.3 As long as there is sufficient Available Balance, Perx will charge the Redemption Fee against the Available Balance where the redemption request is before the termination or expiry of this Agreement or more than one year after termination of the Agreement. If for any reason the Company has Available Balance left following the termination of this Agreement, the Company Representative may redeem such funds in full up, with this redemption period limited to six years following the termination or expiry of this Agreement for UK Cardholders in accordance with Applicable Law.
- 11.4 For the avoidance of doubt, Perx may charge a Redemption Fee if one of the following circumstances applies:
- 11.4.1 the Company is requesting redemption before termination or expiry of this Agreement;
  - 11.4.2 the Company cancels this Agreement before any agreed termination or expiry date; or
  - 11.4.3 the Company requests redemption more than one year after the date of termination or expiry of this Agreement.
- 11.5 A Cardholder may only redeem the Card Funds on their Card with the express written consent of the Company. Where the Card was distributed by an employer to an employee under Irish Revenue's Small Benefit Tax Scheme or the UK's HRMC Trivial Benefit Allowance, redemption of Card Funds may result in additional tax liability for the employer and/or employee.

### **12. EXPIRY AND TERMINATION OF THIS AGREEMENT**

- 12.1 Perx may terminate Agreement for any reason by giving the Company at least two months' notice:
- 12.1.1 If the Company or a Cardholder breaks an important part of this agreement, or repeatedly break the agreement and fail to resolve the matter in a timely manner;
  - 12.1.2 if the Company or Cardholder acts in a manner that is threatening or abusive to Perx staff or representatives; or
  - 12.1.3 if the Company or Cardholder fails to pay fees or charges that it has incurred or fails to put right any shortfall.
- 12.2 Perx may also cancel this Card Agreement or suspend a Card or the Card Services immediately if Perx believes a Card is deliberately being used to commit fraud or for other illegal purposes. If Perx does this, it will tell the Company and Cardholder as soon as it is permitted to do so.

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- 12.3 If a Card is cancelled, Perx will immediately block the Card so it cannot be used. The Cardholder will not be entitled to a refund of money they have already spent on transactions authorised or pending (unless such pending transaction was unauthorised) or any fees for use of the Card before the Card is cancelled or expires. A Cardholder can cancel a Card by contacting Customer Services in accordance with clause 18 or through the Cardholder Portal.
- 12.4 On expiry of a Card, a Cardholder will not automatically be provided with a replacement card. However the Cardholder or the Company Representative on their behalf may contact Customer Services in accordance with clause 18 to request a replacement Card. When Perx issue a replacement Card it may charge a fee as set out in clause 7.
- 12.5 You can cancel your Card and this Agreement at any time by contacting customer services (see section 18 below).

### **13. REFUNDING OF TRANSACTIONS**

- 13.1 A Cardholder may be entitled to claim a refund in relation to transactions where:
- 13.1.1 the transactions were not authorised under this Card Agreement;
  - 13.1.2 Perx are responsible for a transaction which was incorrectly executed as set out in clause 15.2 below; or
  - 13.1.3 a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a merchant is more than the Cardholder could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the transaction.
- 13.2 Where a transaction is not authorised by a Cardholder, Perx will refund the Cardholder amount of the transaction immediately (and in any event not later than the end of the business day immediately following the date on which it is notified of the transaction), except where Perx has reasonable grounds for suspecting fraud as further described in clause 15.5 below.
- 13.3 A claim for a refund in the circumstances set out in 13.1.1 above will not be accepted if the Cardholder did not inform Perx within thirteen (13) months after the unauthorised transaction amount has been deducted from the Card.
- 13.4 A claim for a refund in the circumstances set out in clause 13.1.3 will not be accepted if the amount of the transaction was made available to the Cardholder at least four weeks before the transaction date or it is made more than 8 weeks after being debited to the relevant account.
- 13.5 Where a refund is approved, Perx will arrange an electronic transfer to the account of the relevant Card. If a refund is processed after a Card has been cancelled or destroyed, the Cardholder may elect to order a replacement Card onto which to relevant funds may be transferred.

### **14. CARD SAFETY**

- 14.1 It is the responsibility of the Cardholder to keep and ensure the details of each Card safe. A Cardholder must treat a Card like cash. If it is lost or stolen, the Cardholder may lose some or all of the Card Funds on the Card. As a result, the Cardholder must keep their Card safe and not let anyone else use it.
- 14.2 To protect a Card from unauthorised use, a Cardholder should:
- 14.2.1 sign the back of the card immediately upon receipt of the Card;

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- 14.2.2 register their card on the Cardholder Portal;
  - 14.2.3 keep any PIN number secret at all times (where the Card has Chip & Pin technology); and
  - 14.2.4 change any PIN number they suspect may be known to any other party (where the Card has Chip & Pin technology).
- 14.3 Perx recommend that each Cardholder checks the balance on their Card regularly online on the Cardholder Portal. The Cardholder Portal will show:
- 14.3.1 information relating to each Card transaction which will enable it to be identified;
  - 14.3.2 the amount of the Card transaction shown in the currency in which the transaction was paid or debited to the User Account;
  - 14.3.3 the amount of charges for the transaction; and
  - 14.3.4 the date the transaction is authorised or posted on to the User Account.

## **15. LOST AND STOLEN CARD AND INCORRECTLY EXECUTED OR UNAUTHORISED TRANSACTIONS**

- 15.1 In the event of a lost or stolen Card, a Cardholder can block their Card immediately by logging onto their User Account and placing a block on their Card. The Cardholder should also contact Customer Services in accordance with clause 18 without undue delay to report where:
- 15.1.1 the Card is lost or stolen;
  - 15.1.2 the PIN or User Account password is known to an unauthorised person; or
  - 15.1.3 a transaction has been incorrectly executed.

To report a transaction this way you must know your 16-digit card number or your card identification code on the Cardholder Portal.

### **Incorrectly Executed Transactions**

- 15.2 If a transaction initiated by a merchant has been incorrectly executed and Perx receive proof from the retailer's payment service provider that Perx is liable for the incorrectly executed transaction, Perx will refund immediately the transaction fees and any associated transaction fees and charges payable under this Card Agreement.
- 15.3 Perx is not liable for any incorrectly executed transactions if Perx can show that the payment was actually received by the retailer's payment service provider, in which case they will be liable. If a transaction initiated by the Cardholder has been incorrectly executed by Perx, Perx will refund without undue delay the transaction and any associated transaction fees and charges payable under this Card Agreement except where any payment instructions the Cardholder gave were incorrect, in which case Perx will make reasonable efforts to recover the funds but may charge you a reasonable fee to cover our administration costs, of which Perx will notify you in advance. Perx will execute transactions in accordance with the transaction detail received.
- 15.4 Where the details provided to Perx are incorrect, Perx will not be liable for incorrectly executing the transaction, but Perx will make reasonable efforts to recover the funds involved. In such a case Perx may charge a reasonable fee to cover administration costs, of which Perx will notify the Cardholder in advance.

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### **Unauthorised Transactions**

- 15.5 Perx will refund any unauthorised transaction immediately and Perx will limit your liability to €50 in total (or £35 GBP for Cards issued in the United Kingdom) for any losses incurred in respect of unauthorised transactions arising from the use of a lost or stolen Card, or the misappropriation of the Card's details, except where:
- 15.5.1 the loss, theft or misappropriation of the Card was not detectable by you before the unauthorised transaction took place; or
  - 15.5.2 the loss was caused by acts or omissions of one of our employees or agents, in which case you are not liable for any losses.
- 15.6 If the investigations show that any disputed transaction was authorised by the Cardholder, or where the Cardholder has acted fraudulently or with gross negligence (for example by failing to keep a Card or PIN secure), the Cardholder may be liable for any loss Perx suffers because of the use of the Card.

## **16. PERX'S LIABILITY**

- 16.1 Perx will not be liable for any loss arising from:
- 16.1.1 any cause which results from abnormal or unforeseen circumstances beyond its control and any consequences which would have been unavoidable despite all our efforts to the contrary;
  - 16.1.2 the goods or services that a Cardholder purchases with a Card;
  - 16.1.3 a retailer refusing to accept a Card;
  - 16.1.4 incorrectly executed transactions as set out in clause 15.3;
  - 16.1.5 its compliance with legal and regulatory requirements;
  - 16.1.6 loss or corruption of data unless caused by our wilful default;
  - 16.1.7 business interruption, loss of revenue, goodwill, opportunity or anticipated savings; or
  - 16.1.8 any indirect or consequential loss.
- 16.2 In any event the Perx's total liability shall be limited to the balance of the Wallet at the time that the event occurs.
- 16.3 In addition to the limitations set out in clause 16.3.1 and 16.3.2, Perx's liability shall be limited as follows:
- 16.3.1 where a Card is faulty due to Perx, Perx's liability shall be limited to the replacement of the Card; or
  - 16.3.2 where sums are incorrectly deducted from a Card due to Perx's fault, Perx's liability be limited to payment to the Company of an equivalent amount.
- 16.4 Nothing in this Card Agreement shall exclude or limit any regulatory responsibilities Perx has which Perx is not permitted to exclude or limit, including liability for death or personal injury.
- 16.5 If the Company or a Cardholder have used a Card or allowed a Card to be used fraudulently, in a manner that does not comply with this Agreement, for illegal purposes, or if a Cardholder has allowed a Card or details to be compromised due to the Company's or a Cardholder's gross negligence, the Company will be held responsible for the use and misuse of the Card. We will take all reasonable and necessary steps to

## **Perx Card Agreement**

recover any loss from the Company, and there shall be no maximum limit to the Company's liability except where relevant laws or regulations impose such a limit.

### **17. CHANGES TO THESE CARD TERMS AND TRANSFER TO NEW ISSUER**

17.1 Perx may change these terms at any time by notifying the Company and Cardholders by e-mail or other agreed means at least two months before the change is due to take effect. The up-to-date version of the Card Agreement will always be available on the Website. The change will automatically take effect and the Company and Cardholders will be taken to have accepted the notified changes unless Perx is told that the changes are not agreed.

17.2 In that event that the Company or a Cardholder does not agree to the change to this Card Agreement set out in clause 17.1, Perx will treat that notice as notification that the Company and/or the Cardholder(s) wish immediately to terminate this Agreement. In such circumstances, Perx will refund any balance on the Card in accordance with section 11 above and the Company will not be charged any Redemption Fee.

17.3 Perx may transfer any funds it has received under this Agreement to a new card provided by a new issuer other than EML Money DAC at any time. Before Perx does this, Perx will give the Company and Cardholders two months' notice of the new card arrangements and the new card terms and conditions. If the Company does consent to a new card issuer and new terms and conditions, the provision of clause 17.2 shall apply.

### **18. CUSTOMER SERVICES AND COMPLAINTS**

18.1 The Company or Cardholder should contact Perx's Customer Services regarding any questions or concerns they may have about their Card or the Card Services. Please contact Customer Services through the following channels:

18.1.1 online at the contact form on our Website; or

18.1.2 via phone:

18.1.2.1 Ireland - 1 850 496 496 (if calling from outside of Ireland (+353 1 255 7111)); or

18.1.2.2 UK - +44 121 3090 250

The Customer Services telephone line is a chargeable service. Calls are charged at your local call rate.

18.2 If Perx needs to contact you in relation to the Card, Perx will do so by contacting you via the contact information provided to Perx when you were issued your Card or any other information provided to Perx via the Cardholder Portal, unless stated otherwise in the Agreement.

18.3 The Card program is managed by EML Money DAC. If you are unhappy in any way with your Card or the way it is managed, tell us by using the e-mail enquiry facility on the Website so Perx can investigate the circumstances for you. Any complaints you have will be dealt with quickly and fairly.

18.4 The Company and each Cardholder may be able to take unresolved complaints 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@fsp.ie or by using their online facility to submit a complaint.

18.5 Once received, Perx will conduct an investigation and the complainant will receive a response of its findings within 15 business days of receipt of the complaint. In exceptional circumstances where Perx is unable to reply within the first 15 business days, Perx will reply providing a reason for the delay and deadline for response, not more than 35 business days after first receipt of complaint.

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### **19. CARDHOLDER DETAILS**

The Company or, as applicable, each Cardholder must let Perx know as soon as possible if a Cardholder changes personal details. If Perx contacts a Cardholder in relation to your Card, for example, to notify a Cardholder that Perx have cancelled their Card or to arrange a refund, Perx will use the most recent contact details provided. Perx will not be liable if contact details have changed and it has not been informed by the relevant party.

### **20. PRIVACY**

Please refer to Perx's Privacy Policy available on the Website for full details for how personal data is collected and used under this Card Agreement.

### **21. DISPUTES WITH RETAILERS**

If the Cardholder has any disputes about purchases made using their Card, they should settle these with the person they bought the goods or services from. Perx is not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with the Cards. A Card is not a credit or debit card and does not provide the Cardholder with any protection under the Consumer Credit Act 1995 or the European Communities (Consumer Credit Agreements) Regulations 2010.

### **22. COMPENSATION**

The Card is an electronic money product and although it is a product regulated by the Central Bank of Ireland, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the Card.

### **23. ASSIGNMENT**

Perx may assign the benefit and burden of this Card Agreement to another company at any time, on giving 2 month's prior notice of this. If Perx do this, the Company's rights will not be affected.

### **24. FUND PROTECTION**

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

### **25. GOVERNING LAW**

This Agreement is concluded in English. All communications will be in English. This Card Agreement will be construed in accordance with Irish law. All disputes arising out of or relating to the Card Agreement shall be subject to the exclusive jurisdiction of the Irish courts. If, in the use of a Card, you are deemed to be a consumer you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these terms and conditions, including this clause 25 affects your rights as a consumer to rely on such mandatory provisions of local law.

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**SCHEDULE – PASSPORTED COUNTRIES**

<b>Passported Countries</b>		
Austria	Greece	Poland
Belgium	Hungary	Portugal
Croatia	Italy	Romania
Czech Republic	Latvia	Slovakia
Denmark	Lithuania	Slovenia
Estonia	Luxembourg	Spain
Finland	Malta	Sweden
France	Netherlands	United Kingdom
Germany	Norway	