

Prepaid Perx Corporate Reward Card Agreement

Cardholder Agreement for Perx Prepaid Corporate Reward Cards

Definitions

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

“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 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, digital or virtual prepaid, non-reloadable, 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 3.1.

“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 2 of this Card Agreement.

“Cardholder” means the end User of this Product eg the person that the Company has assigned the Card to, and who will use the Card within the terms of this Agreement

“Cardholder Fees” means those fees set out in clause 5.2 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” 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 16 of this Card Agreement.

“EEA” means the European Economic Area.

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

“Information Notice” means the Perx policy which is available on the Perx website.

“Passported Country” means a country in which EML Money DAC is authorised to passport its e-money services.

“Perx”, “us” or “our” means, The Issuer is regulated by the Central Bank of Ireland (Register ref: C95957). The Cards are issued by EML Money DAC, whose principal office is (The Greenway, Block C, Ardilaun Court, 112-114 St Stephen's Green, Dublin 2, D02 TD28, Dublin, Ireland) and who is authorised by the Central Bank of Ireland

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under the Electronic Money Regulations 2011 (Register Ref: C95957)

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

“**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 www.perxrewards.com.

“**You**” means the Cardholder.

1. THIS CARD AGREEMENT

- 1.1 This Card Agreement is between Perx and the 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 The Greenway, Block C, Ardilaun Court, 112-114 St Stephen's Green, Dublin 2, D02 TD28, Dublin, Ireland and who 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. 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 Subject to clause 4, 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 10.
- 1.4 Subject to clause 10 (Termination), your Card issued under this Card Agreement will terminate on the expiry date.
- 1.5 Perx reserves the right to activate Cards where Perx has conducted a review under clause 2 and has reasonable grounds to suspect the Cardholder of being involved with any activity it deems fraudulent and/or illegal.
- 1.6 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. Please see clause 18 for more information on how Perx uses this information.
- 1.7 Cardholders must be over 18 years of age.
- 1.8 The Company Representative must provide all information reasonably required by Perx (acting in accordance with applicable law) to fulfil its anti-money laundering obligations in respect of any Cardholders.

2. CARD SERVICES

- 2.1 Perx shall provide the following services for Cardholders for the duration of this Card Agreement:

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- 2.1.1 **Cardholder Portal** – each Cardholder will be able to register their Card via the Cardholder Portal to, among other activities, enrol their Card for 3D Secure, view their Card Funds, report a Card lost or stolen, and review their transaction history.

3. CARDS

- 3.1 Your Card is a prepaid, non-reloadable payment card that can be used to pay for goods and services at participating retailers. Your card can be either physical, digital, or virtual. 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 swipe only or have a contactless feature. The 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.
- 3.2 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:
 - 3.2.1 money transfers (i.e. transfer of the Card Funds to a cash account);
 - 3.2.2 gaming transactions (i.e. the use of the Cards with gambling organisations);
 - 3.2.3 charitable and social organisations (i.e. the use of the Cards to donate to charity fundraising organisations or receive funds from same);
 - 3.2.4 video entertainment rental stores (i.e. the use of the Cards to rent on demand video entertainment); and
 - 3.2.5 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)).
- 3.3 Please note that the list provided in clause 32 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.
- 3.4 Before using the Card, it is the responsibility of the Cardholder to ensure that there are sufficient Card Funds on it to cover a purchase. A Cardholder will not be able to use a Card after its Expiry Date.
- 3.5 A Card is not a credit card and is in no way connected to a bank account. Cardholders will not earn any interest on any funds transferred to the Wallet or loaded onto a Card.
- 3.6 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.
- 3.7 A digital Card must be provisioned into Apple or Google wallet. Follow instructions as per the email received.
- 3.8 A virtual Card can be used as soon as you have registered for 3DS and does not need to be activated.

4. CARD REGISTRATION

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4.1 Perx requires each Cardholder to 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 (3DS), viewing their Card Funds, reporting a Card lost or stolen, and reviewing their recent transaction history.

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

4.3 In the event of queries which cannot be resolved through the Perx Platform or Cardholder Portal in regard to transactions on a Card they should be directed to Customer Services (clause 16).

5. FEES & CHARGES

5.1 Cardholder Fees apply under this Card Agreement as set out below.

5.2 **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 – Prepaid, Non-Reloadable Cards	Frequency	Additional Information
Customer service telephone enquiries	Local Call Rate	Per Call	
Lost / Stolen Replacement Card Fee	€10.00/	Per card	
FX Exchange Rate	2.75%	Per transaction	
Card Maintenance Fee	€3.00	Per month	Assessed against the card after 12 months for Reward Cards

6. USING A CARD

6.1 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 above which details the Cardholder Fees.

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6.2 A Card may only be used by the Corporate Representative or through Cardholders acting with the Company's consent. The Card is non-transferable, and the Cardholder is not permitted to allow any other person to use the Card.

7. AUTHORISING TRANSACTIONS

7.1 Perx will regard a Card transaction as authorised by the Cardholder where the Cardholder authorises the transaction at the point of sale by following the instructions provided by the merchant or retailer to authorise the transaction, which may include:

7.1.1 the magnetic stripe on the Card being swiped by the retailer;

7.1.2 a sales slip being signed;

7.1.3 the Cardholder providing the Card details and/ or providing any other details as requested; or

7.1.4 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).

7.2 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 at clause 5 above.

7.3 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.

7.4 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.

7.5 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.

7.6 The Cardholder agrees that once Perx makes this Shortfall known to the Cardholder, Perx may charge such Cardholder for the Shortfall amount.

7.7 Until Perx is reimbursed the Shortfall amount, Perx may suspend the Card and any additional Cards connected to the Wallet.

7.8 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:

7.8.1 for purchases, at the time Perx receive the transaction instruction from the merchant acquirer;

7.8.2 for other transactions which are communicated directly to Perx, at the time the Cardholders asks Perx to complete the transaction; or

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7.8.3 if, in relation to,

7.8.3.1 purchases, Perx receive the transaction instruction from the merchant acquirer; or

7.8.3.2 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).

7.9 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.

8. FRAUD PREVENTION

8.1 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 16.

8.2 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:

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

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

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

8.3 If Perx suspends, restricts, or cancels a Card under clause 8.2, Perx will tell the Cardholder as soon as it can or is permitted to do so after it has taken these steps.

8.4 Perx cannot guarantee a retailer will accept your Card. Perx may also refuse to pay a transaction:

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

8.4.2 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

8.4.3 if there is an outstanding Shortfall on the Card in accordance with clause 7.5;

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

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

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

8.5 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

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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 16.

9. REDEMPTION

9.1 A Cardholder may not redeem the Card Funds on their Card for cash.

10. EXPIRY AND TERMINATION OF THIS AGREEMENT

10.1 Perx may terminate Agreement for any reason by giving the Company at least two months' notice:

10.1.1 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;

10.1.2 if the Company or Cardholder acts in a manner that is threatening or abusive to Perx staff or representatives; or

10.1.3 if the Company or Cardholder fails to pay fees or charges that it has incurred or fails to put right any shortfall.

10.2 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.

10.3 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 16 or through the Cardholder Portal.

10.4 On expiry of a Card, a Cardholder will not automatically be provided with a replacement card. The Cardholder or the Company Representative on their behalf may contact Customer Services in accordance with clause 16 to request a replacement Card. When Perx issue a replacement Card it may charge a fee as set out in clause 5.

10.5 You can cancel your Card and this Agreement at any time by contacting customer services (see clause 16 below).

11. REFUNDING OF TRANSACTIONS

11.1 A Cardholder may be entitled to claim a refund in relation to transactions where:

11.1.1 the transactions were not authorised under this Card Agreement;

11.1.2 Perx are responsible for a transaction which was incorrectly executed as set out in clause 13.2 below; or

11.1.3 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.

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- 11.2 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 13.5 below.
- 11.3 A claim for a refund in the circumstances set out in 11.1.1 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.
- 11.4 A claim for a refund in the circumstances set out in clause 11.1.3 will not be accepted if the amount of the transaction was notified to the Cardholder at least four weeks before the transaction date or it is made more than 8 weeks after being debited..
- 11.5 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 relevant funds may be transferred.

12. CARD SAFETY

- 12.1 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.
- 12.2 To protect a Card from unauthorised use, a Cardholder should:
- 12.2.1 sign the back of the card immediately upon receipt of the Card; and
 - 12.2.2 register their card on the Cardholder Portal;
- 12.3 Perx recommends that each Cardholder checks the balance on their Card regularly online on the Cardholder Portal. The Cardholder Portal will show:
- 12.3.1 information relating to each Card transaction which will enable it to be identified;
 - 12.3.2 the amount of the Card transaction shown in the currency in which the transaction was paid or debited to the User Account;
 - 12.3.3 the amount of charges for the transaction; and
 - 12.3.4 the date the transaction is authorised or posted on to the User Account.

13. LOST AND STOLEN CARD AND INCORRECTLY EXECUTED OR UNAUTHORISED TRANSACTIONS

- 13.1 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 16 without undue delay to report where:
- 13.1.1 the Card is lost or stolen;
 - or
 - 13.1.2 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.

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Incorrectly Executed Transactions

- 13.2 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.
- 13.3 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. 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. Perx will not refund in the circumstances where any payment instructions the Cardholder gave were incorrect. In that case, Perx will make reasonable efforts to recover the funds but may charge you a reasonable fee to cover our administration costs. Perx will notify you in advance of any such costs. Perx will execute transactions in accordance with the transaction details received.
- 13.4 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.

Unauthorised Transactions

- 13.5 Perx will refund any unauthorised transaction immediately and Perx will limit your liability to €50 in total 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:
- 13.5.1 the loss, theft or misappropriation of the Card was not detectable by you before the unauthorised transaction took place; or
- 13.5.2 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.
- 13.6 If the investigations show that any disputed transaction was authorised by the Cardholder, or where the Cardholder has acted fraudulently or with gross negligence, the Cardholder may be liable for any loss Perx suffers because of the use of the Card.

14. PERX'S LIABILITY

- 14.1 Perx will not be liable for any loss arising from:
- 14.1.1 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;
- 14.1.2 the goods or services that a Cardholder purchases with a Card;
- 14.1.3 a retailer refusing to accept a Card;
- 14.1.4 incorrectly executed transactions as set out in clause 13.3;
- 14.1.5 its compliance with legal and regulatory requirements;
- 14.1.6 loss or corruption of data unless caused by our wilful default;
- 14.1.7 business interruption, loss of revenue, goodwill, opportunity or anticipated savings; or

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- 14.1.8 any indirect or consequential loss.
- 14.2 In any event the Perx's total liability shall be limited to the balance of the Wallet at the time that the event occurs.
- 14.3 In addition to the limitations set out in clause 14.1.1 and 14.1.2, Perx's liability shall be limited as follows:
 - 14.3.1 where a Card is faulty due to Perx, our liability shall be limited to the replacement of the Card; or
 - 14.3.2 where sums are incorrectly deducted from a Card due to Perx's fault, Perx's liability be limited to payment to the Cardholder of the amount incorrectly deducted from the Card.
- 14.4 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.
- 14.5 If a Cardholder has 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 Cardholder will be held responsible for the use and misuse of the Card. We will take all reasonable and necessary steps to recover any loss and there shall be no maximum limit to the Cardholder's liability except where relevant laws or regulations impose such a limit.

15. CHANGES TO THESE CARD TERMS AND TRANSFER TO NEW ISSUER

- 15.1 Perx may change these terms at any time by posting the new terms on the Perx website and on the Cardholder Portal 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.
- 15.2 In that event that the Company or a Cardholder does not agree to the change to this Card Agreement set out in clause 15.1, 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 clause 10 above and the Company will not be charged any Redemption Fee.
- 15.3 EML Money DAC 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 not consent to a new card issuer and new terms and conditions, the provision of clause 15.2 shall apply.

16. CUSTOMER SERVICES AND COMPLAINTS

- 16.1 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:
 - 16.1.1 online at the contact form on our Website; or
 - 16.1.2 via phone to the following Irish phone number

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- +353 1 255 7111.

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

16.2 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.

16.3 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, please contact us on perxcardsupport@emlpayments.com or by calling +353 1 255 7111. Any complaints you have will be dealt with quickly and fairly.

16.4 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.

16.5 If unhappy with the result of the Perx investigation, The Company and each Cardholder may be able to take unresolved complaints to the Financial Services and Pensions Ombudsman (FSPO) with an address at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. They can also be contacted via telephone: +353 (0)1 567 7000 and e-mail: info@fsp.ie. You may also contact the FSPO by using their online facility to submit a complaint.

17. 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.

18. PRIVACY

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

19. 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.

20. 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.

21. ASSIGNMENT

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

22. 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.

23. 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 23 affects your rights as a consumer to rely on such mandatory provisions of local law.