

## Debt Management Customer Terms and Conditions

**IMPORTANT INFORMATION:** These are the terms & conditions of the agreement between “us” Cloud Payments Ltd, Blackthorn Business Park, Coe’s road, Dundalk, Co. Louth “the Company” acting on behalf of Prepaid Financial Services Ltd, 4th Floor, 36 Carnaby Street, London, W1F 7DR and “you”, the person entering into this agreement.

### 1. Definitions & Interpretation

“You”/“Customer”	the person who has entered into an agreement with Us for Payment Services and who is the legally and financially responsible person to whom the Payment Services are provided by Us in accordance with these Terms and Conditions;
“we”, “us” or “our”	Cloud Payments Ltd an Irish registered company and Agent acting on behalf of Prepaid Financial Services Ltd, a UK Financial Institution regulated by the UK Financial Conduct Authority
“Business Day”	Monday to Friday, 0900hrs to 1800hrs GMT, excluding public holidays in Ireland;
“Transaction”	Payment transactions executed in accordance with instructions we receive from third parties acting on your behalf arising from your agreement with them or realising or attempting to make a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of the Payment Services, including where payment is made over the internet, by phone or mail order;
“Third parties acting on your behalf”	Parties not subject to this agreement who have been engaged by you under a separate agreement(s) for the management of your position with creditors and such third parties who you authorise us to engage with and receive instructions (including but not limited to payment instructions) from so as to execute payments on your behalf.

## **1. Contact Us**

The terms and full details pertaining to our payment services can be found online at [www.cloudpayments.ie](http://www.cloudpayments.ie) or call (Ireland) 1890 987198 or email [info@cloudpayments.ie](mailto:info@cloudpayments.ie). At any time during the contractual relationship you shall have the right to receive, on request, these terms and conditions free of charge or download them at [www.cloudpayments.ie](http://www.cloudpayments.ie).

## **2. Service Limits**

Payment services may be restricted to those required by you under the scheme of arrangement as communicated to us by parties acting on your behalf and/or transactions may be restricted by Card type, individual usage patterns and payment risk profiles. For anti-money laundering and anti-fraud reasons we reserve our rights to change particular payment restrictions (including from those published or included herein) without notice and to the extent required to meet our regulatory obligations.

## **3. Cancelling Services**

- 3.1. If you wish to cancel the Payment Services at any time, you must request cancellation by informing us of your wish to cancel and to claim a refund of your unused funds by emailing us as specified above. You must e-mail us from the e-mail address you provided when registering your account or that provided to us by third parties authorised by you to act on your behalf. Our Customer Services department will then suspend all further use of your Payment Services.
- 3.2. Once we have received all the necessary information from you (including KYC) and all Transactions and applicable fees and charges have been processed, we will refund to the Customer any Available Balance less any fees and charges payable to us, provided that:
  - i. you have not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and
  - ii. We are not required to withhold your Available Balance by law or regulation, or at the request of the police, a court or any regulatory authority.

## **4. Termination or Suspension of services**

- 4.1. We may terminate your use of the Payment Services with prior notice of at least 2 months;
- 4.2. Your use of the Payment Services will be terminated following the Expiry Date in accordance with the terms of this agreement;
- 4.3. We may terminate or suspend, for such period as may reasonably be required, your use of the Payment Services at any time, without prior notice:
  - i. in the event of any fault or failure in the data information processing system;
  - ii. if we reasonably believe that you have used or are likely to use the Payment Services, or allow them to be used, in breach of this Agreement or to commit an offence;
  - iii. if any Available Balance may be at risk of fraud or misuse;
  - iv. if we suspect that you have provided false or misleading information;
  - v. By order or recommendation of the police, governmental or regulatory authority.
- 4.4. If any Transactions are found to have been made after any action has been taken by us under this agreement, the Customer must immediately repay such amounts to us.

## **5. Our Liability**

- 5.1. Subject to clauses as set out in this agreement:
- i. neither party shall be liable to the other for indirect or consequential loss or damage incurred in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
  - ii. we shall not be liable:
    1. if you are unable to use the Payment Services as set out or for any reason stated in this agreement;
    2. for any fault or failure beyond our reasonable control relating to the use of the Payment Services, including but not limited to, a lack of Available Balance or fault in or failure of data processing Schemes;
    3. for any loss, fraud or theft that is reported more than 8 weeks following where you acted with undue delay, fraudulently or with gross negligence.(including where losses arise due to your failure to keep us notified of your correct personal details)
- 5.2. To the fullest extent permitted by relevant law, and subject to the clauses of this agreement, our total liability under or arising from this Agreement shall be limited as follows:
- i. where sums are incorrectly deducted from your Available Balance due to our fault, our liability shall be limited to payment to you of an equivalent amount; and
  - ii. In all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Balance.
- 5.3. Nothing in this Agreement shall exclude or limit either Party's liability in respect of death or personal injury arising from that party's negligence or fraudulent misrepresentation.
- 5.4. No party shall be liable for, or be considered in breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such Party's reasonable control and which such Party is unable to overcome by the exercise of reasonable diligence.

## **6. Refunds for Transactions**

- 6.1. A Transaction shall be considered to be unauthorised if you have not given your consent (directly or indirectly via third parties authorised to act on your behalf) for the transaction to be made. If you believe that a transaction has been made without your consent you should contact us in accordance with the clauses contained within this agreement.
- 6.2. A claim for a refund of an authorised transaction must be made within 8 weeks from the date on which the funds were deducted from your available balance. Within 10 Business Days of receiving your claim for a refund we will either refund the full amount of the Transaction or provide you with justification for refusing the refund.
- 6.3. If you are not satisfied with the justification provided for refusing the refund or with the outcome of your claim for a refund, you may submit a complaint to us or contact the complaints authority as described in this agreement.
- 6.4. Where any request, transaction, disputed transaction, arbitration or reversed transaction involves third party costs you remain liable for these and they will be deducted from your account or otherwise charged to you.

## **7. Payment Disputes**

- 7.1. We aim to provide customers with easy access to our customer services team who receive record, investigate and respond to complaints.
- 7.2. We take complaints very seriously and value the opportunity they provide to assist us with reviewing the way we do business and helping us meet our customers' expectations. Our primary aim is to resolve any complaints that you may have as quickly and effectively as we can and consequently have documented the steps to be taken below.
- 7.3. In the first instance, your initial communication will be with our Customer Care Team. We expect our Customer Care Team to respond to your complaint within five working days.
- 7.4. If having received a response from our Customer Care Team you are unhappy with the outcome, please contact the Complaints Officer at Prepaid Financial Services Ltd, 4th Floor W1F 7DR, directly in writing via email on [complaints@prepaidfinancialservices.com](mailto:complaints@prepaidfinancialservices.com) or [info@cloudpayments.ie](mailto:info@cloudpayments.ie);
- 7.5. If the Complaints Officer is unable to respond to your complaint immediately, you will receive confirmation that your complaint has been received and a formal investigation will be conducted. It is anticipated that you will receive a formal response of findings within four weeks.
- 7.6. If the Complaints Officer of Prepaid Financial Services Ltd is unable to resolve your complaint and you wish to escalate your complaint further, please contact the UK Financial Ombudsman Service at South Key Plaza, 183 Marsh Wall, London, E14 9SR. Details of the service offered by the Financial Ombudsman Service are available at [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)
- 7.7. You must provide us with all receipts and information that are relevant to your claim.

## **8. Personal Data**

- 8.1. We are the data controller for your personal data and will process personal data given to us in connection with our payment services in order to provide you with services relating to this Agreement. We may also use your personal data for marketing purposes and for market research purposes, in accordance with applicable legislation and our Privacy Policy.
- 8.2. For the purpose of the ***Data Protection Act 1988 and the Data Protection (Amendment) Act 2003 (the "Act")*** you authorise us provide third parties acting on your behalf with any information you deem to be appropriate for the proper management of your debts or transactions as managed by such third parties on your behalf and to provide your data to entities with whom we are engaged for the purposes of payment processing services.
- 8.3. We may check your personal data with other organisations, and obtain further information about you in order to verify your identity and comply with applicable money laundering and governmental regulations. A record of our enquiries will be left on your file. In accordance with our Privacy Policy and applicable legislation, we may provide personal data supplied by you to certain named third parties (including data processors) for the purpose of performing our obligations and exercising our rights under this Agreement, including third parties located outside the European Union where different data protection standards may apply. We may also disclose your personal data as required by law or any competent authority.

- 8.4. By agreeing to these terms and conditions, you acknowledge and agree to our processing of your personal data in this way.
- 8.5. You have the right to receive certain information concerning the personal data we hold about you and to rectify such data where it is inaccurate or incomplete.
- 8.6. You have also seen our Privacy Policy document as outlined on our company website and acknowledge and agree to the provisions thereof (as amended from time to time).
- 8.7. If you have elected to opt in to receive email and SMS marketing, we may share your information with third parties so they can contact you directly by telephone or email about their products and services.

## **9. Changes to the Terms and Conditions**

We may update or amend these terms and conditions (including our Fees & Limits Schedule). Notice of any changes will be given on the website or by notification by e-mail or by means of mobile device at least 2 months in advance. By continuing to use the Payment Services after the expiry of the 2 month notice period after the expiry of the 2 month notice period you acknowledge that you indicate your acceptance to be bound by the updated or amended terms and conditions. If you do not wish to be bound by them, you should stop using the Payment Services immediately in accordance with our cancellation policy.

## **10. Miscellaneous**

- 10.1. We may assign our rights, interest or obligations under this Agreement to any third party (including by way of merger, consolidation or the acquisition of all or substantially all of our business and assets relating to the Agreement) upon 2 month's written notice. This will not adversely affect your rights or obligations under this Agreement.
- 10.2. We do not intend that any of the terms of this Agreement will be enforceable by a person not a party to it, any waiver or concession we may allow you will not affect our strict rights and your obligations under this Agreement.
- 10.3. The Customer agrees that they will not use the Payment Services in an illegal manner and you agree to indemnify us against any claim or proceeding brought about by such illegal use of the Payment Services.
- 10.4. This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

## **11. Funds Protection**

Your funds are safeguarded by law. In the event that Prepaid Financial Services became insolvent your e-money funds are protected against claims made by any other creditors.

## **12. Regulation & Law**

- 12.1. The Payment Services, Card and Account are payment products and not deposit credit or banking products, they are not covered by the UK Financial Services Compensation Scheme.
  - i. To the fullest extent permitted by law and without affecting your legal rights as a consumer, this Agreement and any dispute or claim arising out of or in connection with it or its subject

matter or formation (including non-contractual disputes or claims) shall be governed by, and construed exclusively in accordance with the laws of Ireland and the courts of Ireland and/or the laws of England & Wales and the courts of England & Wales.

**13. Fees**

Monthly service fee of €7.50.