Cross-border Card Issuance Disclaimer

Last Updated: October 6, 2026

For more information on how we handle your data, please see our Privacy Policy and U.S. Consumer Privacy Notice.

Cross-border Card Issuance Disclaimer

www.smartenergypays.us and the Smart Energy Pays app in the United States are operated by SMART ENERGY PROVIDER LLC, a Florida limited liability company (Florida document number L25000037694), 101 NE 43 St, Miami, FL 33137, United States of America ("Smart Energy Pay", "we", "us" or "our").

SMART ENERGY PROVIDER LLC IS A FINANCIAL TECHNOLOGY COMPANY AND IS NOT A BANK. THE SMART ENERGY PAYS VISA® CARD IS ISSUED BY A LICENSED BANK (THE "ISSUER") PURSUANT TO A LICENSE FROM VISA U.S.A. INC. THE ISSUER IS IDENTIFIED IN THE CARD TERMS AND ON THE BACK OF YOUR CARD.

The Smart Energy Pays card program described on this website is a U.S. program. It is offered only to eligible residents of the United States and is not offered, marketed or distributed in any other country.

The offering, promotion and distribution of card products are subject to U.S. federal and state laws, card network rules and the Issuer's requirements. Information on this website about card products and related services is provided for general information only. It is not an offer or solicitation to any person outside the United States, or in any U.S. state or territory where the card program is not available, or to any person to whom such an offer would be unlawful.

If you access card-related content from outside the United States, you are responsible for making sure that your access complies with the laws of the place where you are located. Viewing this content does not mean that a card is available to you.

Geographic Eligibility for Card Issuance

Cards are issued only to individuals and businesses that meet all of the following requirements:

- for Personal Cards, you are at least 18 years old and a resident of the United States, with a valid U.S. residential address (not a P.O. box) and a valid Social Security Number or Individual Taxpayer Identification Number;
- for Business Cards, the business is organized in the United States and its authorized users meet our eligibility requirements;
- you do not reside in, and the business is not located in, a U.S. state or territory where the card program is not available (the current list is shown in the app);
- you are not located in, or a resident of, a country or region subject to comprehensive U.S. sanctions, and you are not listed on, or owned or controlled by anyone listed on, any U.S. government sanctions list, including those maintained by the Office of Foreign Assets Control (OFAC); and
- you have completed identity verification and satisfy all applicable onboarding, compliance and product-specific requirements.
- By applying for, requesting or using a Smart Energy Pays Card, you represent and warrant that:
- all information you give us about your identity, residence and location is true, accurate and complete;
- you are not applying for or using a card from, or for the benefit of anyone in, a jurisdiction where card services are restricted, prohibited or not offered; and
- you will not use a VPN, proxy or any other method to hide your location or residence in order to obtain or use a card.

Using your Card outside the United States

Once issued, your Card may be used for purchases and ATM withdrawals outside the United States wherever Visa is accepted, except in countries or regions subject to U.S. sanctions or where the Issuer or Visa restricts card use. Foreign transaction, currency conversion and ATM fees may apply, as set out on our Fees Page and in the Card Terms. Merchants and ATM operators abroad may also charge their own fees.

If you move your residence outside the United States, or to a U.S. state or territory where the card program is not available, you must tell us. We may then close or restrict your Card and your Account as described in our Terms and Conditions.

Our rights and limitation of liability

We and the Issuer may decline any card application, and may suspend, restrict or close any card, if we reasonably believe that eligibility requirements are not met, that information provided is inaccurate, or that the card is being used in breach of applicable law, sanctions, card network rules, the Card Terms or our Terms and Conditions.

To the fullest extent permitted by law, neither Smart Energy Pay nor the Issuer is responsible for any access to, or use or attempted use of, card services from a jurisdiction where such activity is restricted, prohibited or not offered. Nothing in this disclaimer limits any right you have under the Card Terms or applicable law, including the Electronic Fund Transfer Act and Regulation E.

This disclaimer forms part of, and should be read together with, our Terms and Conditions and the Card Terms. Questions can be sent to support@smartenergypays.us.