

CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

1. Parties to this agreement	
Borrower	<p>[**Title**] [**FirstName**] [**LastName**] on behalf of [**BusinessName**] ("you")</p> <p>Address: [**AddrL1**] [**AddrL2**] [**AddrL3**] [**City**] [**PostCode**]</p>
Creditor	<p>Company: Advanced Payment Solutions Limited trading as "Cashplus Bank" ("APS"/"we"/"us")</p> <p>Address: [**APSAddress**]</p> <p>Telephone number(s): [**B2K Customer Services Phone Number**] (Calls to 03 numbers cost no more than a national rate call to an 01 or 02 number and will count towards any inclusive minutes in the same way as 01 and 02 calls. Calls may be recorded)</p> <p>Email address: [**Email**]</p>
Credit Intermediary	[Name][Address][if applicable]

2. Definitions in this agreement	
"Account"	means your Cashplus Credit Card account.
"Annual Fee"	is the fee of £[**AnnualFee**] charged to you on an annual basis for your Account. The Annual Fee will be debited to your Account when this agreement is made, and annually thereafter for the duration of this agreement.
"APR"	means the annual percentage rate of charge. This is the annual cost of the credit provided under this agreement, expressed as a percentage and calculated using a standardised methodology and certain assumptions (see section 0).
"ATM Withdrawal"	means a transaction to obtain a cash advance by using an automated teller machine.
"Available Credit"	means the amount available for you to spend through your Account. Available Credit does not create a positive balance on your Account.
"Balance Outstanding"	means the total balance that results from any Purchases (including part of the total balance which is subject to one or more Instalment Plans or an Extended Payment Terms Offer), Direct Payments, balance arising from Direct Payments, Cash Advances, the Annual Fee, any interest accrued and any charges incurred under section 4.6 below, less any repayments you have made.
"Cash Advance"	means an ATM Withdrawal or a cash withdrawal over the counter at a bank or other business providing the service.
"Cashplus Credit Card"	means your Cashplus credit card issued to you under this agreement including any renewal or replacement cards.
"Credit Limit"	means the total amount you can borrow under this agreement.
"Direct Payment"	means a payment you make from your Account outside of the Mastercard scheme and includes standing orders, direct transfers, faster payments, direct debits, open banking payments or any other future dated payment.
"Extended Payment Terms Balance"	means the total amount of all Purchases made in a single Monthly Statement Period which are subject to an Extended Payment Terms Offer.

"Extended Payment Terms Offer"	means an offer which enables you to opt not to pay any interest on Purchases in a particular Monthly Statement Period. If Extended Payment Terms are available to you, we will let you know through email and/or the Online Banking Services. We will also tell you any key terms relating to the promotion before you take up the offer, including the duration of the Extended Payment Terms period available.
"Fees"	means the fees and charges applicable under this agreement as detailed in the Fees Summary at section 4.6.
"Instalment Plan"	means a plan that you set up that allows you to repay part of your Balance Outstanding in fixed monthly instalments. If an Instalment Plan is available to you, we will let you know through email and/or the Online Banking Services. We will also tell you the fee, applicable interest rate and other key terms relating to the promotion before you take up the offer.
"Late Payment Fee"	means the fee detailed in the Fees Summary at section 4.6 which is applied to your Account if you do not pay the Minimum Repayment on time.
"Minimum Repayment"	<p>Up until 13/11/2022:</p> <p>means either (a) 5% (five per cent) of the Balance Outstanding on the Account on the Statement Date; or (b) £10 (ten pounds), whichever is the greater except where the Balance Outstanding is less than £10 (ten pounds) in which case the Minimum Repayment will be the Balance Outstanding. In either case, any Fees applied to your Account during the previous Monthly Statement Period (excluding the Annual Fee) will be added to your Minimum Repayment.</p> <p>On or after 14/11/2022:</p> <p>means the greater of the following:</p> <ul style="list-style-type: none"> • £10 (or the total Balance Outstanding if it's less than £10); or • 2% of the Balance Outstanding on the Account on the Statement Date, plus all interest charged for the previous Monthly Statement Period, plus any Fees applied to your Account during the previous Monthly Statement Period (excluding the Annual Fee), plus any Instalment Plan payment due for that month (if applicable)
"Monthly Statement Period"	means the monthly period covered by each Statement. We calculate the amount you need to pay in interest using the Monthly Statement Periods.
"Online Banking Services"	means the online banking services website and/or mobile application (when available) through which you can access details of your Account and other banking services.
"Over Limit Fee"	means the fee detailed in the Fees Summary at section 4.6 which is applied to your Account if you exceed your agreed Credit Limit in any Monthly Statement Period.
"Payment Date"	means the date by which you must pay at least the Minimum Repayment as specified in your Statement.
"PIN"	means a personal identification number for use with your Cashplus Credit Card.
"Privacy Policy"	means the policy by which your personal data will be used, shared, stored and processed by APS.
"Purchase"	means a transaction you have made using your Cashplus Credit Card to pay for goods and services.
"Quasi-Cash Transaction"	means service transactions provided by a financial institution such as travellers cheques, foreign currency as well as the purchase of gambling chips and other gambling transactions.

"Returned Payment Fee"	means the fee detailed in the Fees Summary at section 4.6 which is applied to your Account when a direct debit or other payment made to your Account is not honoured.
"Security Details"	means your Cashplus Credit Card, PIN and security credentials to access the Online Banking Services.
"Statement"	means a monthly statement of your Account that we will provide (or make available) to you which shows you details of all the activity on your Account since your last Statement Date, (or, if it is your first Statement, since the date of this agreement), the Balance Outstanding, the Minimum Repayment due and your next Payment Date. You will also be provided with an Annual Statement on the anniversary of your Account opening, showing charges applicable to your Account over the previous twelve months.
"Statement Date"	means the date on which a Statement is produced.
"TPP"	means third party provider as detailed in section 12.
"website"	means www.cashplus.com

3. **Agreement**

3.1 We will provide you with an Account so that you can access credit up to your Credit Limit using your Cashplus Credit Card and you acknowledge and agree that we shall have rights relating to your Account and Cashplus Credit Card. This is an open-ended agreement and has no fixed duration.

3.2 You can contact us via our telephone customer services on:

Customer Services: +44 (0)330 024 0924

For any general enquiries, you can also email us at: backoffice@cashplus.com. More information on how you can contact us is available on our website.

3.3 You confirm that any information you provide us with is true, accurate and up-to-date. You must keep your personal details up to date via the Online Banking Services or Customer Services (as applicable). If we contact you in relation to your Cashplus Credit Card and Account we will use the most recent contact details you have provided to us.

4. **Your Cashplus Credit Card – key features**

4.1 **Credit Limit**

- (a) As at the date of this agreement, you will be notified of your Credit Limit.
- (b) We may vary your Credit Limit to such sum as we may from time to time determine is reasonable and affordable under this agreement. You will be given the opportunity to agree to any proposed credit limit increase.
- (c) You may, at any time, ask us not to offer you increases to your Credit Limit or to reduce your Credit Limit. To do so please contact us.
- (d) Should your Balance Outstanding be more than your Credit Limit you must pay the difference immediately. We may decrease your Credit Limit immediately and without notice if we consider that your current Credit Limit is not affordable for you.
- (e) We can decrease your Credit Limit for any valid business reasons by giving you at least 30 days' advance notice.

4.2 **Statements**

- (a) Statements will be issued monthly except when you have no Balance Outstanding and there has been no activity on the Account since your last Statement Date. Statements will be made available to you through the Online Banking.
- (b) We will notify you that your Statement is available for viewing. You must remember to check your Statement and to make the Minimum Repayment each month. You must tell us as soon as possible if you think a Statement is wrong or if you cannot access a Statement when or as expected.

- (c) We will also make available to you an Annual Statement on each anniversary of the date of your first Statement (or next closest date if you have changed Statement Date since Account opening), providing a summary of transactions, Fees and any other costs incurred.

4.3 **Making repayments**

- (a) Your Minimum Repayment must be credited to your Account in cleared funds by the Payment Date specified in your Statement each month. Repayments will reduce your Balance Outstanding only when they reach your Account.
- (b) If you have not accessed a Statement for any reason, you must still pay at least the Minimum Repayment. If you only make your Minimum Repayment each month, it will take longer and cost more to pay off your Balance Outstanding. You can pay more than the Minimum Repayment at any time, including paying your entire Balance Outstanding.
- (c) Any refunds credited to your Account will not count towards your Minimum Repayment. You must still pay the full Minimum Repayment, unless the refund reduces your Balance Outstanding to an amount which is less than your Minimum Repayment, in which case you will only have to pay the Balance Outstanding.
- (d) If you are in financial difficulties, or we otherwise think it is the right thing to do, we may decide to set up a reduced repayment plan, suspend the charging of interest or take any other action that we think is appropriate. Any such action will operate as a temporary waiver of our rights under this Agreement for the limited period that we notify to you. We will provide full details of any applicable plan when we set it up.
- (e) You can make a payment by the following methods:
- Debit card: you can make a one-off payment from your debit card in online banking or set up an ongoing payment;
 - Bank transfer: you can transfer money to your Account using the sort code and account number linked to your Account;
 - Standing order: you can set up an ongoing payment from any bank account to your Cashplus Account;

4.4 **Allocation of repayments**

- (a) When you pay us an amount equal to your Minimum Repayment, it will be applied to meet any Instalment Plan payments due first. The remainder will be applied to your Balance Outstanding (excluding your Instalment Plan balance), to balances at higher rates of interest before those at lower rates of interest. If you have Fees accruing interest at the standard rate, we will pay those off before other standard rate balances, and we will pay off older Purchases before newer Purchases.
- (b) If you pay us an amount that is less than your Minimum Repayment, it will first be applied to your Balance Outstanding (excluding your Instalment Plan balance), to balances at higher rates of interest before those at lower rates of interest. If you have Fees accruing interest at the standard rate, we will pay those off before other standard rate balances, and we will pay off older Purchases before newer Purchases. Any remaining amount will be applied to meet any Instalment Plan payments due for Instalment Plans at a higher rate of interest before Instalment Plan payments due for Instalment Plans at lower rates of interest. If any Instalment Plans on your Account are charged at the same rate, we will use your payment to pay the Instalment Plan payment due for the Instalment Plan with the earliest start date first.
- (c) If you pay us an amount that is more than, or in addition to, your Minimum Repayment, we will apply it as set out in (a) above. We will apply the amount that is left over first to your Balance Outstanding (excluding your Instalment Plan balance), to balances at higher rates of interest before those at lower rates of interest. If you have Fees accruing interest at the standard rate, we will pay those off before other standard rate balances, and we will pay off older Purchases before newer Purchases. We will then apply your payment to pay off what is left of your Instalment Plan(s), paying off Instalment Plans charged at higher rates of interest before those at lower rates. If any Instalment Plans are charged at the same rate, we will use your payment to pay off the Instalment Plan with the earliest start date first.

4.5 **Missing repayments**

- (a) If you fail to pay the Minimum Repayment on or by the Payment Date you will be given notice of, and charged, a Late Payment Fee.
- (b) If you fail to pay the Minimum Repayment by the Payment Date, you consent to and expressly authorise us to make one attempt to debit the Minimum Repayment amount from your registered

debit card on the first business day after the Payment Date (continuous payment authority). We reserve the right to seek any required repayment from you by any alternative method agreed by you. If you no longer agree to this payment authority, please contact Customer Services.

- (c) Missing payments could have severe consequences and may make obtaining credit more difficult and/or expensive for you. There may also be circumstances in which we may take legal action or use a debt collection agency, in relation to which you could be liable for our costs. If you are having difficulty making your payments, or you think you will in the future, please contact us as soon as possible.

4.6 Fees and Charges

- (a) If an Annual Fee is applicable to your Account, it will be charged when this agreement is made and on each anniversary thereafter. If applicable, the Annual Fee is payable whether or not you use the Account. Details of all applicable Fees and charges can be found in the Fees Summary below.
- (b) If you ask us to provide any services in connection with your Account (for example, providing duplicate Statements or other documents) then apart from those to which you are entitled free of charge by law, we may make a reasonable charge.
- (c) We undertake not to charge more than one default Fee in any one month for the same default – e.g. if a payment is late because your direct debit has not been honoured, we will charge either one Late Payment Fee or one Returned Payment Fee the following month, but not both. If you do incur more than one Fee for the same default, we will use best endeavours to refund the extra Fee.
- (d) You may have to pay other taxes or costs in relation to this agreement that are not imposed by us or paid through us.

Fees Summary

	Fee
Annual Fee	£[***AnnualFee***]
ATM Withdrawals UK and Non UK	3% of the amount withdrawn (minimum £3)
Cash Advances at bank or Quasi-Cash Transactions	3% of the Cash Advance or Quasi-Cash Transaction (minimum £3)
Late Payment Fee	£12
Over Limit Fee	£12
Returned Payment Fee	£12
If you make a transaction in a currency other than sterling	We will increase the exchange rate applied by Mastercard (see section 4.8) by 2.99%
Direct Payments, Instalment Plans and/or Extended Payment Terms Offers	We will confirm any applicable Fee when we tell you that Direct Payments are available, or about an Instalment Plan offer or an Extended Payment Terms Offer which is available to you

4.7 Interest

- (a) Subject to this section 4.7, interest is calculated at the rates shown below on a daily basis from the date the amount (e.g. a Purchase or a Fee) is debited to your Account or, if applicable, the date that the Instalment Plan is set up, until the Balance Outstanding has been paid in full. We work out the daily interest by taking the simple rate shown below, dividing it by 365 or 366 and multiplying it by the relevant outstanding balance (e.g. the Purchase balance or the Cash Advance balance). We add interest to your Account on your Statement Date every month. If you do not pay your Balance Outstanding in full each month we will charge interest on interest. This is called ‘compounding’.

Transaction type	Simple interest rate per annum (variable)	Compound interest rate per annum (variable)
Purchases and Direct Payments	[**APUR**]	[**PurchaseAPR**]
Cash Advances, Quasi-Cash Transactions and associated Fees	[**ACR**]	[**CashAPR**]
Instalment Plans	We will confirm the interest rate(s) applicable to any Instalment Plan offers when we tell you about them	

- (b) In relation to Late Payment Fees, Over Limit Fees and Returned Payment Fees:
- (i) interest is calculated only from the 29th day after you have been given notice of the Fee; and
 - (ii) we will only ever charge simple interest on the Fee.
- (c) If you always pay the Balance Outstanding in full by the Payment Date each month, we won't charge interest on Purchases (other than Purchases which are subject to Instalment Plans). However, if you pay less than the Balance Outstanding in any month, we will charge interest on Purchases. This means that you could have an interest free period of up to 56 days on Purchases. However, if you don't pay the full Balance Outstanding in any month, you will be charged interest on Purchases you make in the following month (even if you pay in full in that following month).
- (d) Interest on Extended Payment Terms Balances – Subject to section 8 below, we will not charge interest on any Extended Payment Terms Balances before the end of the Extended Payment Terms Offer period notified to you.
- (e) We may make changes to your interest rate in accordance with section 18 below.

4.8 **Overseas transactions**

- (a) The balance on your Account is held in British pounds sterling. If you use your Cashplus Credit Card to make Purchases in another currency, the amount will be converted to British pounds sterling in accordance with applicable card association rules. The currency conversion rate used on the processing date may differ from the rate that would have been used on the transaction date or the date when it is applied to your Account balance. We may also charge you a fee as detailed in section 4.6.
- (b) Your Statement will show the amount of the transaction in British pounds sterling after the currency conversion and the effective exchange rate have been applied. You can find the current exchange rates at www.mastercard.com/global/currencyconversion.

4.9 **APR and total amount payable**

- (a) Your APR is [**APR**] % APR (variable).
- (b) Your total amount payable is £[**TAPINTERESTYR1**].
- (c) The APR and the total amount payable under this agreement have been calculated on the following assumptions:
- Your Credit Limit is £[**CreditLimit**], you make a single Purchase of this amount immediately and you repay this amount in 12 equal monthly instalments over a period of one year.
 - You make no further transactions, and no Instalment Plan offers or Extended Payment Term Offers apply to your Account.
 - Your first Statement is made available to you 31 days after you make the Purchase.
 - You are charged the Annual Fee (if applicable) when the agreement is entered into. You do not incur any other Fees.
 - The interest rate does not vary.
 - You and we keep to the terms of the agreement and make payments in the amounts and on the dates due.

- We round up each payment to the nearest whole penny.

5. Using your Account

5.1 You must authorise all transactions as follows:

- (a) paying for goods and services in-store – presenting your Cashplus Credit Card (e.g. for contactless use), entering your PIN or signing a sales voucher or otherwise as directed by the merchant;
- (b) paying for goods and services online – providing your Cashplus Credit Card details and following the instructions on-screen provided by the online merchant, or otherwise as directed by the merchant;
- (c) ATM Withdrawals – inserting your Cashplus Credit Card into the ATM and entering your PIN;
- (d) for Quasi-Cash Transactions – providing your Cashplus Credit Card and entering your PIN or signing a sales voucher and providing any other identification information requested by the merchant; or
- (e) Direct Payments - we may, from time to time, tell you that you can make Direct Payments on your Account. If we do so, you will be able to give us instructions and consent to a Direct Payment from your Account by accessing and giving us instructions through the Online Banking Services, or by giving us instructions through a TPP that you've authorised to act on your behalf (see section 12 for more information on payments made through a TPP). Direct Payments will be executed in accordance with your instructions. In the case of direct debits you will have given instructions to the payee business or organisation in the UK or EEA. Direct Payments will reach the recipient's bank no later than the next business day after we process the Direct Payment.

5.2 You cannot change or cancel a payment from your Account that you have asked us to make immediately (including payments by card), although in certain circumstances you may be able to ask for a refund (see section 11 below). If you have arranged for a payment to be made at a future date (e.g. if you have set up a regular automatic payment or a direct debit), you can cancel those payments via the Online Banking Services before the end of the business day before the payment is due to be made. You should also contact the merchant to tell them you have cancelled the payment.

5.3 We may automatically enrol you or require you to enrol for and use enhanced security measures so that we can be sure it is you that is attempting to carry out the Purchase.

5.4 In addition to any usage restrictions which we may notify you of from time to time, the amount which you can spend using your Cashplus Credit Card in a single Purchase may be limited by regulation or by a merchant's acceptance policies and implementation procedures.

5.5 We are not responsible if a merchant refuses to accept your Cashplus Credit Card for any reason, nor if a merchant fails to disclose any surcharge for the use of your Cashplus Credit Card, or other charges for the use of the Cashplus Credit Card at the point of sale.

5.6 Total ATM Withdrawal balances may not amount to more than 50% of your Credit Limit at any one time, or 50% of the total Available Credit, if less. Individual ATM Withdrawals will be limited to £50, and you can only withdraw a maximum of £150 per day.

6. Refusing transactions and restricting access to your Account

6.1 We may at any time suspend or restrict your access to your Account or refuse to carry out a transaction if:

- (a) we suspect that your Account and/or the Cashplus Credit Card are being used in an unauthorised, illegal or fraudulent manner;
- (b) we are concerned about the security of your Account and/or the Cashplus Credit Card;
- (c) we need to do so to comply with the law of any jurisdiction;
- (d) we believe that you are acting in breach of this agreement;
- (e) we believe that the risk of you not paying the Total Outstanding Balance has significantly increased;
- (f) we believe that a transaction is potentially suspicious or illegal; or
- (g) we are unable to carry out the transaction due to errors, failures (whether mechanical or otherwise) or refusals caused by merchants, payment processors, card networks or payment schemes who are processing transactions.

6.2 If we refuse to carry out a transaction or restrict access to your Account, we will try and tell you beforehand, unless informing you would compromise reasonable security measures or be otherwise unlawful. If it is not feasible to inform you beforehand, we will tell you immediately afterwards explaining why we have done so. We are not responsible for any loss you incur as a result of us suspending or restricting the use of your Cashplus Credit Card in this way.

7. Instalment Plans

- 7.1 We may from time to time offer you an Instalment Plan. If we tell you that a balance or transaction is eligible to move to an Instalment Plan, there will be a limited period in which you can create the Instalment Plan.
- 7.2 When you create an Instalment Plan, we will move the relevant amount from your main balance to the Instalment Plan. If a Fee is applicable, this will be added to your Instalment Plan. We will calculate your monthly Instalment Plan payments based on the length of the Instalment Plan you have chosen.
- 7.3 If your entire Balance Outstanding is subject to one or more Instalment Plans and you pay more than the total monthly Instalment Plan payment(s) due, we will apply the extra amount to pay off Instalment Plan balances charged at higher rates of interest before those at lower rates. If any Instalment Plans are charged at the same rate, we will use your payment to pay off the Instalment Plan with the earliest start date first. This will reduce the length of time the relevant Instalment Plan is in place and may reduce the final Instalment Plan payment amount. If we apply credit towards your Instalment Plan(s), you will still need to make your next month's Instalment Plan payment on time and in full if you want to avoid risk of incurring a Late Payment Fee and your Instalment Plan(s) being cancelled (see section 7.4 below).
- 7.4 You have the right to cancel an Instalment Plan at any time. If you cancel an Instalment Plan, or if your monthly payment is not sufficient to pay one or more Instalment Plan payments in two consecutive Monthly Statement Periods, the balance that was previously subject to the relevant Instalment Plan will move back to your standard balance. This means that interest will be charged on the balance at the standard rate, and from your next statement your Minimum Repayment will be calculated in the normal way.
- 7.5 If you breach your Agreement with us, we will cancel any Instalment Plan(s) on your Account and section 7.4 will apply.

8. Extended Payment Terms

- 8.1 We may from time to time make Extended Payment Terms Offers available to you. If you opt to use an Extended Payment Terms Offer, we will apply it to all Purchases made in that Monthly Statement Period. The Extended Payment Terms Balance will then not accrue interest during that Monthly Statement Period or during the next further 2 Monthly Statement Periods after that. This means that you could have an interest free period of up to 117 days on Purchases.
- 8.2 If you do not repay an Extended Payment Terms Balance in full before the end of the Extended Payment Terms Offer period, we will apply interest at the standard rate which applies to Purchases retrospectively throughout the Extended Payment Terms Offer period to that part of the relevant Extended Payment Terms Balance that has not yet been repaid.
- 8.3 You have the right to cancel an Extended Payment Terms Offer that applies to your Account at any time, If you do so, or if you do not make the Minimum Repayment for two consecutive months, any Extended Payment Terms Offer(s) on your Account will be cancelled, section 8.2 will apply, and your standard terms will apply to all Purchases from the day after the relevant Statement Date.

9. Keeping your Cashplus Credit Card and PIN safe and lost and stolen cards

- 9.1 You must keep the Security Details safe and confidential. You must not disclose your Security Details to, or allow them to be used by, anyone else.
- 9.2 If you suspect that someone else knows your Security Details or if your Cashplus Credit Card is lost or stolen, you must tell us immediately by contacting us (see section 3). Where necessary, we will cancel your Cashplus Credit Card and issue a new one to your address within 7 business days.
- 9.3 Your maximum liability for any transactions or Fees incurred on your Account if someone else uses your Cashplus Card without your consent before you report it lost or stolen will be £35.00.
- 9.4 We have the right to disable any username, password, or PIN, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this agreement.

10. Reporting unauthorised payments

- 10.1 You should check your Statement and transaction history through the Online Banking Services on a regular basis to identify any potential unauthorised use of your Cashplus Credit Card and to check for transactions which you do not recognise.
- 10.2 If you think a transaction that was not authorised by you has been processed or that a transaction has not been carried out in accordance with your instructions, you must contact us immediately. We may ask you to complete a declaration form and return it to us promptly.
- 10.3 If we need to tell you that there has been (or we suspect there has been) fraudulent activity on your Cashplus Credit Card or Account or that the security of your Cashplus Credit Card or Account may be at risk, we will contact you.

11. Refunds and errors

- 11.1 Where you use your Cashplus Credit Card to purchase goods or services which prove to be unsatisfactory, not supplied, supplied only in part or do not match the merchant's description, then you will be able to pursue a claim against us as well as the merchant if the cash price of the individual item or service is more than £100 but not more than £30,000. Please note that this right does not apply to cash withdrawals, money transfers or transactions made through third party payment systems with whom you have registered your Cashplus Credit Card (e.g. PayPal).
- 11.2 You are entitled to a refund of the full amount of any Purchase authorised by you and initiated by or through a merchant in the UK (and you may be entitled to a refund of the full amount of any Payment authorised by you and initiated by or through a merchant in the EEA, please contact us) if:
- (a) at the time you authorised it you did not know the exact amount of the Purchase and the actual amount is greater than you could have reasonably expected; and
 - (b) you ask us for a refund within 8 weeks of the date of the Purchase either via the Online Banking Services or by calling customer services.

You can't ask for a refund if the relevant transaction has appeared on your Statement and it is over 4 weeks since the relevant Statement Date. We will investigate your request for a refund under this section 11.2, taking into consideration your recent spending behaviour and all relevant circumstances related to the Purchase. We reserve the right to request further information as is reasonably necessary to ascertain whether these conditions for a refund have been satisfied and we may give this information to other companies or people investigating the matter. You will receive your refund or our reasons for refusing a refund within 10 business days of us receiving your refund request.

12. Using third party providers

- 12.1 You can choose to allow a TPP to access your Account information. We may refuse to allow a TPP access to your Account if we reasonably believe or are concerned:
- (a) that there is a security risk to your Account; or
 - (b) about fraudulent or unauthorised access to your Account by that TPP.
- 12.2 Unless we are prevented by a legal, regulatory or security reason, we'll tell you that we've refused the TPP access to your Account using the contact details as shown in the Online Banking Services.

13. Termination

- 13.1 This agreement has no fixed duration and it shall remain in force until and unless terminated or cancelled in accordance with this section 13.
- 13.2 You may close your Account without **any extra** charge at any time. To do this you must contact Customer services using the contact details in section 3 and repay the Balance Outstanding in full. Once all transactions and Fees have been deducted, any positive balance on your Account will be returned to you.
- 13.3 We may terminate this agreement at any time by giving you at least 60 days' notice. If we serve you such notice, you must repay the Balance Outstanding in accordance with the terms of this agreement.
- 13.4 The agreement will not formally end until you have repaid the Balance Outstanding.

14. Withdrawal

- 14.1 You have the right to withdraw from this agreement without cause and without penalty for a period of 30 days from the day after your Account is opened. To do this you must contact Customer services using the contact details in section 3.
- 14.2 If you withdraw from this agreement, you must repay the Balance Outstanding, including any interest that we have applied, without delay and no later than 30 days after you have given your notice of withdrawal. If you withdraw from the agreement within the withdrawal period, you will not be charged Fees. You can contact us for details of how much interest will be charged daily. If you don't repay us within 30 days, we will continue to charge interest as set out in this agreement.

15. Our rights

- 15.1 All sums owed under this agreement shall become due and payable immediately upon the expiry of 21 days from the date of our giving you notice if:
- (a) you are in breach of any obligations under this agreement and you have failed to remedy the breach within a reasonable time of us requesting you to do so;
 - (b) any information provided in connection with your Cashplus Credit Card and Account application was false or misleading;

- (c) if you have a bankruptcy petition or order presented against you (or its equivalent in Scotland) or have execution levied against any of your assets;
- (d) we receive notification that you have entered into or propose to enter into an individual voluntary arrangement or a debt management arrangement with your creditors or any information comes to our attention which in our opinion casts doubt on your ability to repay to us what you owe.

15.2 In any of the circumstances set out in section 15.1, we can:

- (a) disclose information about you and your Account to credit reference agencies (which may make it more difficult for you to borrow in future);
- (b) bring legal action to recover what you owe us (which could include getting a court order giving us the right to payment out of the sale proceeds for your home or other property); and
- (c) require you to pay our reasonable costs and expenses for taking action to obtain payment, including legal costs.

15.3 If no transactions are made using your Account within 30 days of the date on which this agreement is made, we reserve the right to terminate this agreement. If we do, the Annual Fee will be refunded to you.

16. **Our liability**

16.1 Nothing in these Terms and Conditions is intended to, nor shall have the effect of, excluding or limiting our liability: (i) for death or personal injury caused by our negligence; (ii) for fraud or wilful misconduct; or (iii) which may not otherwise be restricted or excluded under applicable law.

16.2 We are not liable to you for any breach of a requirement imposed on us because of abnormal and unforeseeable circumstances beyond our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, or because of our obligations under applicable law and regulations.

16.3 We will also not be liable for:

- (a) business interruption; or
- (b) loss of revenue, reputation, goodwill, opportunity or anticipated savings; or
- (c) any loss or damage whatsoever which does not stem directly from our breach of this agreement.

16.4 We will use reasonable efforts to make the Cashplus Credit Card and Account and the Online Banking Services available to you, but we will not be liable to you for any loss or damage arising if they are unavailable at any time, or if access is interrupted.

17. **Using money between accounts**

17.1 If any amounts which you owe to us under this agreement become overdue, we may reduce or repay such an amount by using money from any other accounts you hold with us, which are in credit.

17.2 We will not do this if we deem it unreasonable, taking into account your circumstances, including having enough money to meet essential living expenses and any regulatory requirements.

18. **Changes to this agreement**

18.1 This agreement does not have a fixed duration, so we can't predict exactly when or why we might need to make changes, but we have done our best to set out below the circumstances in which this might happen. We will only ever make changes if we have a valid reason for doing so. If you do not like a change, you are always free to close your Account and end this agreement (see section 13 for further information on how you can do this).

18.2 Reasons why we might make changes include, but are not limited to:

- (a) to make the terms of this agreement easier to understand or fairer to you, or if we reasonably consider that the change will benefit you or isn't to your disadvantage;
- (b) changes in your circumstances and the way you use your Account, your credit score, or our increased or decreased credit risk;
- (c) changes in our funding costs or other costs of administering credit;
- (d) to provide additional credit or other services;
- (e) to reflect changes in banking or lending practice, or to meet our legal or regulatory obligations;
- (f) to correct errors, omissions, inaccuracies or ambiguities;
- (g) to reflect changes in our systems and processes or the introduction of new technology; or

- (h) for any other valid reason, where we think it would be fairer to you if we give you notice and make the change under the terms of this agreement, rather than giving you notice to terminate this agreement and then immediately offering to enter into a new one

18.3 **Changes to your interest rate**

- (a) We will not increase your interest rate where you are at risk of financial difficulties.
- (b) We will give you at least 7 days' notice of any decrease in an interest rate, and at least 60 days' advance notice of any increase in an interest rate.
- (c) If we are increasing an interest rate, you can tell us that you do not wish to accept the change, in which case, you will be able to pay off the Balance Outstanding at the existing interest rate. However, you will not be able to use the Account further, and it will be closed when you have paid the full Balance Outstanding.

18.4 **Other changes**

- (a) If we make a change to this agreement other than a change to an interest rate, and the change is to your advantage, we will make it as soon as possible and notify you about it afterwards.
- (b) For any other change, we will give you 30 days' advance notice.

19. **Complaints**

19.1 If you want to make a complaint, please tell us by contacting customer services so we can investigate the circumstances for you. We will aim to deal quickly and fairly with any complaint. We can also provide you with further details of our complaints procedure.

19.2 If we do not resolve your complaint, you may be able to refer it to the UK Financial Ombudsman Service. You can contact the UK Financial Ombudsman by telephone on: from inside the UK: 0300 123 9123 or 0800 023 4567; from other countries: +44 20 7964 0500 on Monday to Friday, 8am to 8pm and on Saturday 9am to 1pm; by post at The Financial Ombudsman Service, Exchange Tower, London E14 9SR; or by email: complaint.info@financial-ombudsman.org.uk.

19.3 The UK Financial Ombudsman Service is also available in a number of different languages and if you need it you will be put in touch with a translator when you contact the UK Financial Ombudsman Service.

20. **Protecting your Personal Data**

20.1 The personal information that you provide to us will be processed by us in accordance with this agreement and our [Privacy Policy](http://www.cashplus.com/security-and-privacy) (www.cashplus.com/security-and-privacy). Please read the Privacy Policy carefully as it provides information about how we use, share, store and process your personal information.

20.2 The personal information we have collected from you will be shared with fraud prevention agencies (FPAs) who will use it to prevent money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our [Privacy Policy](http://www.cashplus.com/security-and-privacy) (www.cashplus.com/security-and-privacy).

20.3 If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information.

21. **About Us**

Advanced Payment Solutions Limited trading as "Cashplus Bank", is a company registered in England in Wales under company number 04947027. Our registered office is at Cottons Centre, Cottons Lane, London, SE1 2QG. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Our Financial Services Register number is 671140. You can check these details by visiting the Financial Conduct Authority website www.fca.org.uk.

22. **Miscellaneous**

22.1 This agreement and all other communications between the parties are to be provided by way of electronic means (except where provided otherwise by any statutory provision), using the most recent contact details you have provided to us including email and SMS. We may communicate with you by including a message in your Statement or by providing information in your secure area via the Online Banking Services. You must keep your personal details up to date via the Online Banking Services or by contacting Customer Services (as applicable).

22.2 You agree to notify us immediately in the event that you:

- (a) change your e-mail address (in which case you must notify us of your new e-mail address); or

- (b) no longer have an e-mail address or have no means of receiving any electronic mail from us.
- 22.3 You are encouraged to contact us if at any time you experience vulnerability or have difficulties making repayments under this agreement. You can find full details of how you can contact us in section 3 above.
- 22.4 If we allow you more time to make a repayment or choose not to enforce any terms and conditions under this agreement, we will be able to apply them later.
- 22.5 We may assign our rights and obligations under this agreement to another company at any time, on giving you two (2) months' prior written notice of this. If we do this, your rights under this agreement will not be affected.
- 22.6 We may subcontract any of our obligations under this agreement. You may not sell, assign, or transfer any of your rights or obligations under this agreement.
- 22.7 If any provision of this agreement is determined to be void or unenforceable under applicable law, all other provisions of this agreement shall still be valid and enforceable.
- 22.8 This agreement constitutes the entire agreement between you and us relating to your Cashplus Credit Card and your Account, and supersede any other prior agreement between you and us relating to your Cashplus Credit Card and your Account. No third party who is not a party to this agreement has a right to enforce any of the provisions of this agreement.
- 22.9 English law applies to this Agreement and English courts will deal with any legal proceedings between us. All communications relating to this agreement will be in English.

SIGNING OF AGREEMENT

It is important that you read this agreement (which includes the information above and the terms below) before you proceed. If you are unsure about any aspect of the agreement then please contact us or seek other advice.

By signing this agreement, you also confirm that the information you have provided in connection with your application is true and accurate.

This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

As you are entering into this agreement in the form of an electronic communication, instead of signing in your handwriting please tick the box below and then click continue to indicate your acceptance of the credit facility. Once you have done this it will have the same effect as if you had signed this agreement in your handwriting. You will then be entering into a legally binding agreement.

Signature of Customer: 'Electronically Signed'

*****FirstName***** *****LastName***** on behalf of and duly authorised by *****BusinessName*****

Date of Signature: *****Today*****

Signature for and on behalf of: **<Signature>**

Advanced Payment Solutions Limited

Date of this Agreement: *****Today*****