

TERMS AND CONDITIONS

The following Terms and Conditions apply to the e-money account and related debit card ("Card") issued to You by APS Financial Limited (the "Account"). Your Account can be used to purchase goods and services, and withdraw cash at relevant ATMs.

These Terms and Conditions apply to You, the Account holder and to any permitted additional cardholder ("You", "Your"). Your Account will have a primary Card ("PC") and can have additional Cards ("ACs") associated to it. The term "Card" refers to both the PC and any AC.

CONTACT INFORMATION

The Account is issued by APS Financial Limited ("AFL") and serviced on AFL's behalf by Advanced Payment Solutions Limited ("APS") ("We", "Us" or "Our"). You can contact AFL by:
Our Website, Telephone and Post: See the contact details on Our website.

1. FEES AND CHARGES

1.1 All Fees and Charges relating to the Account are detailed in the Fee Summary at the end of these Terms and Conditions. By applying for Your Account You agree to pay all applicable fees You may incur whilst using Your Account.

2. APPLYING FOR AN ACCOUNT

2.1 To apply for an Account You must be resident in the UK and at least 18 years old. Additional cardholders must be at least 13 years old. We will verify Your identity and address, as per Clause 9.9.

2.2 The fees set out in the Fee Summary table will be applicable to Your Account. We may choose to waive fees for promotional offers at Our discretion, for which particular Terms and Conditions may apply.

2.3 PO Box, mailbox addresses and virtual addresses are unacceptable. If an Account is opened using such an address, or an existing Account's address is changed to such an address, it will be blocked without reference to You. You must give the address at which You live.

2.4 By applying for or activating Your Account, You are agreeing to these Terms and Conditions.

2.5 Where applicable and subject to the limit stated in Clause 3.2, You can apply for ACs on an Account. Each AC holder will be deemed to agree to the Card Terms and Conditions and acknowledges that the PC holder will have access to the details of all transactions made using their AC. Failure of an AC holder to so comply may result in their Card being blocked without reference to the PC holder.

3. ACCOUNT LIMITS AND USAGE

3.1 Once You've been fully verified, an Account will be opened with the following limits:

3.2	
Maximum Balance	£5,000 ¹
Maximum Spend Per Transaction	Available to Spend amount
Maximum ATM Withdrawal Limit Per Day	£500
Maximum Additional Cards	Four

1 Higher limits may be made available at Card issuer AFL's sole discretion. Please see Our website for details of daily and individual minimum and maximum limits for paying-in funds to Your Account. Limits are subject to change without notice.

3.3 Funds in Your Account will not earn interest.

3.4 You can use Your Card with Your personal identification number ("PIN") to withdraw cash from ATMs and at bank counters, where the bank permits it. A withdrawal fee may apply (see Fee Summary).

3.5 We may i) block, ii) decline or iii) apply special security procedures in respect of transactions, by category, location or merchant, where fraud is suspected.

3.6 If You wish to use Your Card for pay-at-the-pump fuel or car hire You must contact Customer Services who will advise whether this facility is available to You. As the exact amount of some transactions is unknown at the time of authorisation, You agree for Us to i) put a block on Your Account of £99 in respect of pay-at-the-pump transactions or ii) block an amount on the Account as requested by a merchant in respect of transactions including, but not limited to, hotel reservations and car hire. Any such block will last until the transaction is confirmed by the merchant.

3.7 If You wish to find out details of transactions on or information about or view/amend features of Your Account You can do so 24/7 via the online servicing site and/or the mobile app.

3.8 Payments using Your Card for any transaction made in a currency other than sterling, will be made using the Mastercard acceptance scheme. Where applicable, the exchange rate will be the wholesale rate applied by Mastercard adjusted by a percentage set by the Issuer (see Fee Summary).

3.9 Funds to cover authorised transactions will be paid over to the merchant acquirer within one business day following the receipt by Us of the instruction to make payment. The receipt time of a transaction will be as follows: for purchases and ATM transactions, at the time We receive the transaction instruction from the merchant acquirer or ATM operator; for other transactions which are communicated directly to Us, at the time You ask Us to complete the transaction.

3.10 Any refunds for goods and services purchased with Your Card will be made in accordance with the refund policy of the provider. Once We receive the funds, We will post the refund immediately.

3.11 We reserve the right to require You and any additional cardholders to register for, and/or use enhanced online transaction security systems for customer authentication, which may include a one-time password as well as Mastercard or other third party authentication.

3.12 Quasi-cash purchases include merchandise and services provided by financial institutions such as Travellers' Cheques, foreign currency, loan fees and financial counselling service fees.

3.13 Where applicable, if a Direct Debit payment falls due and the Account has insufficient funds available to cover the full payment, the payment will be declined and AFL reserves the right to have the instruction to pay removed from Your Account. In this event, the instruction will only be reinstated on receipt of a new mandate from the originator. Fees will be applied.

3.14 If the available to spend amount in an Account is less than the purchase value of an item, some Merchants may not allow the cardholder to combine multiple payment types to complete the transaction.

3.15 If You are eligible and have requested additional cardholders on Your Account, We may require them to provide proof of identity and address.

3.16 Inbound international payments will be subject to foreign exchange margins no greater than the rate applied by NatWest.

4. KEEPING YOUR CARD AND PIN SAFE

4.1 When You use Your Card to pay for goods and services, You may need to enter Your unique PIN provided by Us. Once Your PIN has been accepted the transaction or withdrawal cannot be cancelled by Us.

4.2 Keep Your PIN safe, by memorising it, never disclosing it to anyone, or by letting anyone see You enter it. We recommend You do not write it down. If You do write Your PIN down or disclose it to any other individual, You may be held liable for any fraudulent transactions made using Your card.

4.3 If You suspect that someone else knows Your PIN, change it as soon as possible. If You are not able to do so, please contact Us immediately to discuss. Additionally, You should check recent transactions and monitor transactions using the online servicing site and/or mobile app. If You do not recognise a transaction, then report it immediately (see Clause 6 below).

4.4 The following transactions may be withdrawn if You give advance notice to the supplier: a) any transaction which is agreed to take place on a date later than the authorisation date, provided that notice is given no later than close of business on the business day before the transaction was due to take place; and/or b) Payments and Transfers or Direct Debit transactions due to take place on a future date.

4.5 Keep Your Card safe at all times and never give it to anyone.

5. REPORTING LOST AND STOLEN CARDS

5.1 If Your Card is lost, stolen or You suspect it is being used in an unauthorised manner call Us immediately using the telephone number provided online. We will take immediate action to protect the money in Your Account. Alternatively, You can temporarily block the card using the online servicing site and/or mobile app.

5.2 If there is money in Your Account We will cancel Your Card and issue a new Card to Your current address within seven days. A Card replacement fee will apply (see Fee Summary).

6. REPORTING UNAUTHORISED TRANSACTIONS OR DISPUTED TRANSACTIONS

6.1 For information on reporting transaction disputes see the website.

6.2 If You believe that any of the transactions on Your Account were unauthorised or incorrectly posted to Your Account, You must notify Us by contacting Customer Services as soon as You become aware but not later than 13 months of the date of the debit to Your Account. If the transaction is one where the exact amount of the transaction was unknown at the time of authorisation (e.g. car hire or a hotel reservation) and the transaction amount appears incorrect, You must notify Us within eight (8) weeks of the date of the debit to Your Account.

6.3 Unless We have reason to suspect fraud by You, or that You have failed to comply with these Terms and Conditions with intent or gross negligence We will refund the amount of the unauthorised or incorrect transaction(s).

6.4 Where You have made an authorised transaction but have a dispute with the merchant, We will require Your written confirmation of the disputed transaction within 120 days of the transaction date, by completing the form on the online servicing site and/or the mobile app. Alternatively, You can contact Customer Services, in writing or by telephone, to notify Us and request a form to complete. If i) written confirmation is not received or ii) a refund is made in respect of a transaction that later turns out to be genuine, We will re-deduct the amount of the transaction from Your Account plus, in the event of ii) only, We will charge You a fee of £20.00. Please note that any cash withdrawals and/or funds paid-in at the Post Office or other retail outlets will not be covered under the Mastercard scheme regulations.

6.5 If Our investigations show that there have been unauthorised or incorrectly executed transactions on Your Account then, provided that Your claim is made within the time limits specified in 6.2 You will not be liable for such transactions.

7. ADVISING CHANGES OF PERSONAL DETAILS OR FINANCIAL SITUATION

7.1 If You or an additional cardholder change name, address or contact details such as telephone numbers or email address You must notify Us within 14 days of the change.

7.2 It is also important to notify Us without delay of any changes to Your circumstances that may affect the running of Your Account, by contacting Customer Services or sending Us an email, using the contact details on Our website.

8. WHAT WILL HAPPEN WHEN YOUR CARD EXPIRES

8.1 Your Card will be automatically renewed at our discretion. Unless requested otherwise, this will be on the same pricing plan as the expiring Card.

8.2 The Card replacement fee (see Fee Summary) will be charged within seven days of issue of Your replacement Card.

9. PROTECTING YOUR PERSONAL DATA

9.1 We are the data controller of personal data provided to Us in connection with Your application, Your Account and, where You consent, that We collect for marketing purposes. We may use third parties to process personal data on Our behalf. Such third parties may include Our creditors or potential transferees of Our rights and obligations under this agreement.

9.2 We will process and retain personal data in order to open, administer and run Your Account and to deal with any enquiries You have about it. The types of personal data processed will include: name, address, data of birth, contact details, financial information, employment details, device identifiers (including IP address and vehicle details).

9.3 If We suspect that We have been given false or inaccurate information, We may record Our suspicion together with any other relevant information. Decisions may be made by automated means.

9.4 If false or inaccurate information is provided and fraud is identified, We may pass details to Fraud Prevention Agencies, including Cifas ("FPAs").

9.5 Law enforcement agencies may access and use this information in order to detect, investigate and prevent crime.

9.6 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details for job applicants and employees.

When We and FPAs process Your personal data, we do so on the basis We have a legitimate interest in preventing fraud, money laundering, and to verify identity. These processes are carried out in order to protect Our business, Our customers, and to comply with regulatory requirements.

9.7 Please contact Customer Services, using the contact details on Our website, if You want to receive details of relevant FPAs and/or contact Our Data Protection Officer.

9.8 We and other organisations may access and use the information recorded by FPAs in other countries.

9.9 We may check all personal information given by You with FPAs and other organisations, and We may obtain information about You from credit reference agencies, including details to verify Your identity and address. A record of such enquiries may be left on Your file. For Account management, We may use information on You from one or more credit reference agencies, that is, Experian Limited, Equifax plc and Callcredit plc (together "the CRAs"). In considering relevant products for You, We will use Your personal information from Your application, Cashplus Account and from the CRAs to make decisions about You. For the purpose of running Your Account, We may also use information about any device, computer, network and browser You use. Where relevant and where You consent, We may use automated Credit Scoring systems to make decisions. Information held about You at the CRAs may already be linked to records relating to one or more of Your partners. This is called an "association" and for the purpose of Your application and this Agreement, You may be treated as financially linked and assessed with reference to any associated records.

9.10 If Your Account balance becomes negative and You do not pay back the money owed when asked We may provide information about You to CRAs.

9.11 Personal data may also be transferred confidentially to other organisations within the APS group of companies and to relevant third parties so that We can run Your Account.

9.12 If You consent to receiving marketing information via email, mobile phone, phone and/or mail (for example, during the application process), We and third parties, with whom We may share personal data, may from time to time contact You with details of products and services We think may be of interest to You. If You do not want Us to share personal data or to receive such communications, please advise Customer Services.

9.13 We, the CRAs and FPAs may also use the information held about You for statistical analysis about credit, insurance and fraud and to conduct market research. If You would like details of the CRAs please contact them at:

CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0330 024 7579 or visit www.callcredit.co.uk

Equifax, Credit File Advice Centre, PO Box 10036, Leicester, LE3 4FS or call 0333 321 4043 or 0800 014 2955 or visit www.equifax.co.uk

Experian, Consumer Help Service, PO Box 8000, Nottingham, NG80 7WF or call 0344 481 8000 or visit www.experian.co.uk

9.14 You can also obtain any details of the information We hold about You and/or details of any other person to whom We may pass Your information, by writing to Us. You have a legal right to these details and, where applicable, to object to Us processing Your personal data and/or request that Your data is corrected or erased.

9.15 We reserve the right to process data in countries outside the European Union, including the United States of America, however We will ensure adequate protection for personal data transferred to countries outside the European Union as required by data protection legislation.

- 9.16 We may share data about Your Account including Account Number, expiration date and Account status with other members using the Mastercard Automatic Biller Updater service.
- 9.17 We may gather device-specific data about You from Our website, online servicing site and mobile app (such as Your location, mobile phone number, hardware model, operating system, advertising identifier, unique application identifiers, unique device identifiers, browser type, language and wireless network) and share with relevant third parties for operational purposes. By using the mobile app, You consent to the use of Your personal data in this way.
- 9.18 To facilitate the processing of payments, We may share Your Account information with specified third parties strictly in accordance with any nationally published Code of Conduct or similar, relating to the receipt and dispersal of government benefits.
- 9.19 If You disclose Your login information for the online servicing site and/or mobile app to any other individual or organisation (including account aggregation services), You may be held liable for any fraudulent activity that may arise.
- 9.20 Please note that from 13th January 2018 You will be able to allow a Third Party Provider (TPP) to access information in Your Account and to make payments for You from Your Account, provided that the TPP is authorised by the Financial Conduct Authority (FCA). We will be able to deny a TPP access to Your Account for legitimate reasons such as, but not limited to, suspicion of fraud.

10. WHO IS RUNNING YOUR ACCOUNT

- 10.1 Your Account is issued by AFL which is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 for the issuing of electronic money (Firm Reference Number 900002). Your Account will be serviced by APS on AFL's behalf. APS and AFL's Company numbers are 04947027 & 06029941 respectively. Their registered offices are situated at 6th Floor, One London Wall, London, EC2Y 5EB.

11. THE LAW THAT APPLIES

- 11.1 English law applies to these Terms and Conditions and English courts will deal with any legal proceedings between us. All communications relating to Your Account will be in English.

12. RIGHTS AND OBLIGATIONS

- 12.1 This agreement remains in force until and unless cancelled in accordance with Clauses 12.2(i), 12.2(ii), 12.5(b) or 12.5(c) below.

12.2 You have the right to:

- withdraw from this agreement without cause and without penalty for a period of 14 days from the date of Your first transaction on Your Account. To do this You can write by letter or email or call Customer Services.
- close Your Account at any other time. To do this You can write by letter or email or call Customer Services. Note: We will wait 10 days for transactions to be processed. Once all transactions and fees have been deducted, any balance on Your Account will be returned to You subject to You having provided satisfactory confirmation of Your identity and address (where applicable). As this process may take up to 30 days You may prefer to withdraw funds by ATM or by making purchases. A cancellation fee will apply (see Fee Summary) unless i) the cancellation occurs 6 months or more after opening Your Account, ii) We have terminated Your right to use the Account or iii) the Account closure follows a change in these Terms and Conditions.
- know more about the information We pass to third parties or that is held by FPAs, or to obtain a list of the third parties with whom We share information.
- receive details of the personal data We hold about You.
- receive a copy of these Terms and Conditions at any time, a copy of which will be made available on the online servicing site.
- If We are unable to resolve any complaint through Our internal complaints procedure, and You are eligible, contact the Financial Ombudsman Service at: **Address:** Exchange Tower, London E14 9SR; **Telephone:** 0800 023 4 567 (free from most landlines but charges may apply if using a mobile phone), **Mobile Phone:** 0300 123 9 123 (calls by mobile cost no more than a national rate call to an 01 or 02 number); **E-mail:** complaint.info@financial-ombudsman.org.uk. A copy of Our complaints procedure is available on request.

- 12.3 It is Your responsibility to make additional cardholders aware of these Terms and Conditions and of the Terms and Conditions relating to enhanced online transaction systems, which may include a one-time password as well as Mastercard or other third party authentication. Please note: Additional cardholders will have access to statement information only via the automated telephone service, via the online servicing site and/or mobile app.

- 12.4 You must not spend more than the Available to Spend amount on Your Account. Any attempt to do so may result in Us taking criminal and/or civil action against You.

- 12.5 (a) Under certain circumstances including, but not limited to, where We suspect fraud or money laundering, or where You have exceeded or would exceed transaction or Account limits We have the right, without notice to:
- decline funds paid-in and/or transaction(s),
 - charge any fees due on any Foreign Currency Account to a linked Cashplus Account where insufficient funds exist in the Foreign Currency Account to pay them.
- (b) Subject to giving You 60 days' notice, We have the right to terminate a Card that has been issued and/or close an Account.
- (c) We may at any time and without notice suspend, restrict, block or cancel Your Card or Account, or refuse to issue or replace a Card for reasons relating to the following:
- We discover that any of the information that You provided to Us when You applied for the Card or during the management of the Account was materially incorrect or false;
 - We are required to do so to comply with any applicable regulations or legislation;
 - You die;
 - If You have not complied with these Terms and Conditions;
 - If We have reason to believe that You have used, or intend to use, Your Account in a grossly negligent manner or for a fraudulent or otherwise unlawful purpose;
 - If You use racist, threatening or abusive behaviour towards Our staff, or harass Our staff (including via social media).

If We take any of the steps referred to in Clause 12.5, We will notify You as soon as We can or are permitted to do so after We have taken these steps. We may ask You to stop using Your Card and return it to Us or destroy it. We will issue You with a replacement Card if after further investigations We believe that the relevant circumstances (as set out in Clause 12.5(c)) no longer apply.

- 12.6 We also have the right subject to 60 days' notice to change the Account Limits (see Clause 3.2) and Fees.

12.7 Right of offset

- If any Accounts You hold with Us are in credit, and You have failed to pay Us any amount which You owe on any other Accounts You hold with Us (including those in different currencies) We may use this money to reduce or repay the amount which You owe Us.
- We will not use Our right of set-off (a) against any money which We hold in an Account in Your name which You have advised Us is not Yours or (b) in any way that contravenes any law, regulation, code of conduct or industry guidance.
- If We exercise Our right of set-off We will advise You as soon as possible thereafter.

- 12.8 Subject to giving You 60 days' notice We may i) assign the benefits and burden of these Terms and Conditions to another organisation at any time, and/or ii) transfer the outstanding balance on Your Account to a new organisation other than APS. If We do not hear from You prior to the expiry of the 60 days We will assume You are agreeable to the change.

- 12.9 These Terms and Conditions will continue even if We take action in respect of Clauses 12.5-12.8 inclusive.

- 12.10 For the purpose of Fraud prevention, We may use and store information relating to the details of the device and network and linked devices that You use to contact Us when applying for, and/or managing Your Account.

13. LIABILITY

- 13.1 If something which We are not reasonably able to control, including but not limited to defects relating to the Account, stops or delays Us from doing something We are supposed to do under these Terms and Conditions, We will not be responsible for any loss which You may suffer.
- 13.2 If You are affected by something which is Our fault, We will only be responsible for financial loss You suffer as a direct result up to a maximum of the balance in Your Account and not for any other loss whatsoever (for example, loss of reputation).
- 13.3 Provided You have not acted fraudulently or with gross negligence Your maximum liability for any transactions or fees incurred on Your Account if someone else uses Your Card before You report it lost or stolen will be £50.00. "Gross negligence" could include keeping Your PIN close to Your card, so that both are easy to use by a third party.
- 13.4 You will be responsible for i) any unauthorised activity if You act fraudulently or with gross negligence and ii) any loss or fraud that results directly from Your failure to advise Us promptly of any name, address or contact details changes.
- 13.5 You will be responsible for the authorised use of Your Account by any ACs and for any applicable fees or charges that the additional cardholders may incur. You can cancel or temporarily block the use of an AC on Your Account at any time by contacting Customer Services and/or visiting the online servicing site or mobile app.
- 13.6 In the event that You do not use Your Account in accordance with these Terms and Conditions or We find that You are using the Account fraudulently, We reserve the right to charge You for any reasonable costs that We incur in taking action to stop You using this Account and to recover any monies owed as a result of Your activities.
- 13.7 We accept no responsibility or liability for the goods or services that You purchase with Your Card or for any product or service discounts arising from the purchase with Your Card.
- 13.8 We accept no responsibility or liability for a merchant refusing to accept Your Card or failing to cancel an authorisation.
- 13.9 The Financial Services Compensation Scheme is not applicable for this Account. No other compensation schemes exist to cover losses claimed in connection with this Account.**
- 13.10 The funds on Your Account are safeguarded and held in a segregated account with Royal Bank of Scotland, 5-10 Great Tower Street, London, EC3P 3HX. In the unlikely event that AFL became insolvent, Your funds are required to be repaid from this segregated account before the claims of other creditors.
- 13.11 If You purchase Your Account using a debit card and Your Account balance subsequently becomes negative You authorise Us to claim the relevant debt amount from that debit card.

14. HOW YOU WILL KNOW ABOUT ANY CHANGES TO THESE TERMS AND CONDITIONS

- 14.1 Changes to these Terms and Conditions including changes to the figures in the Fee Summary and Clause 3.2 will be posted on the online servicing site and mobile app. Except in exceptional circumstances, e.g. customer fraud or a security breach, We will give You 60 days' notice of any material change. Changes will be deemed to have been accepted unless You notify Us to the contrary before the proposed date of the change. Rejection of any proposed changes will amount to rejection of these Terms and Conditions and notice of termination without charge.

	Activeplus:	Flexiplus:
Account fee ¹ – except when Your available balance is zero	£5.95 per month	N/A
UK purchase transactions in Sterling (£)	FREE & unlimited	£0.99 each
Direct Debit payment fee	FREE	£0.99 each
Electronic Transfer fee (for 10 or more payments per month) ²	FREE for first 9 payments sent each month (£0.99 for every transfer thereafter)	£0.99 each
Card issue fee	As communicated when purchased	As communicated when purchased
Additional card, replacement or renewal	£5.95	£5.95
Funds paid-in at Cashplus retail stores/Post Offices ³	Funds up to £1,000 in a calendar month – No fee On the total amount paid-in over £1,000 in a calendar month – 0.25% fee will apply	Funds up to £1,000 in a calendar month – No fee On the total amount paid-in over £1,000 in a calendar month – 0.25% fee will apply
Funds paid-in electronically (including bank transfer and wage payment)	FREE	FREE
Online Account management – 24/7	FREE	FREE
ATM withdrawals UK (Non UK) ³	£2.00 (£3.00)	£2.00 (£3.00)
Cash withdrawals at bank/Post Offices or quasi-cash purchases ³	£3.00	£3.00
Cancellation fee where applicable (for refund of cash value in the Account)	£10.00	£10.00
Account maintenance (only applies if Account has no transactions including funds paid-in for a period of 120 days from date of last transaction and continues until You make a payment or Your balance reaches zero)	£5.95 per month	£5.95 per month
International inbound payment	£15.00	£15.00
Foreign transaction fee as % of amount withdrawn/spent ⁴	2.99%	2.99%
Direct Debit Rejected Payment Fee (maximum charge per month)	£15.00 (£30.00)	£15.00 (£30.00)
Printed statement copy fee	£10.00 per copy	£10.00 per copy

1. This fee applies from when You first pay-in funds to Your Account and will be chargeable on the same day each month as You activated Your Account.

2. The first 9 electronic transfers sent each month are free of charge, each additional payment sent is charged at £0.99 per transfer. Paying in by bank transfer is free.

3. Some financial institutions or associations, or paying-in outlets may charge additional fees. Please check at the time You withdraw or pay-in funds to Your Account.

4. Transactions in any currency other than pounds sterling will be converted to pounds at the exchange rate applicable at the time (see Clause 3.8).