

Fixed-Sum Loan Agreement regulated by the Consumer Credit Act 1974

"We", Advanced Payment Solutions Limited of Cottons Centre, Cottons Lane, London, SE1 2QG agree to enter into this agreement with You the Customer on the terms and conditions set out below.

The "Customer"

Full name:

Address:

PostCode:

FINANCIAL INFORMATION

Amount of credit: £<CREDITAMOUNT>

Total Amount payable: £<AMOUNTPAYABLE>

Repayments: You will repay the Loan by 12 equal monthly instalments each of £<Repay amount>> starting either (i) one month after the date You activated Your card or (ii) if such card was activated before the date of this Agreement, on the same date of the month immediately after the date of this Agreement. We will collect the instalments on the same date each month thereafter by debiting Your Payment Card.

Duration of Agreement: 12 months

Interest rate per annum (fixed): <Interest>%

APR: <APR>%

THE GOODS/SERVICES

Description of the goods/services supplied: Account fees

Cash price: £

OTHER INFORMATION

Consequences of Missing Payments You should be aware of the possibility that missing payments may make it more difficult to obtain credit in the future and that there may be circumstances in which We may take legal action or use a debt collection agency.

Your right to settle You can settle this agreement, in full or part, at any time by giving notice to Us at Our postal or e mail address or telephoning Us on [***Cashplus UK 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.) and paying the amount due to Us.

Right of withdrawal You have a right to withdraw from this agreement without having to give a reason at any time before the end of 14 days beginning with the day after the day on which the agreement is made. You must notify Us of Your right of withdrawal by telephoning Us on [***Cashplus UK Customer Services Phone Number***], by writing to Us at Customer Services at PO Box 466, Salford M50 2XU, or by e mailing Us at [***Email***]

If You decide to withdraw from the credit agreement You will have to repay to Us the amount of credit advanced as soon as possible and in any event within 30 days after You give Your notice.

Charges If the instalments due are not paid on their due dates then You may be liable for any reasonable costs and charges that We incur or pay to a third party, including collection agency fees and legal costs. If You ask Us to provide any services in connection with Your loan 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.

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.

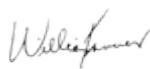
As You are entering into this agreement in the form of an electronic communication, instead of signing in Your handwriting please tick the box and click "submit" below. Once You have done this it will have the same effect as if You had signed this agreement in Your handwriting. You will then be entering into a legally binding agreement

Signature of Customer Electronically signed

Date of Signature <Date>

DATA PROTECTION

We will use Your personal information and any information We obtain from credit reference and fraud prevention agencies to help Us make decisions about you. Please read clause 9 of the Terms "Protecting Your personal data" which You will find next to this symbol . By signing this Agreement, You are agreeing to Us using Your information in this way.



Signature for and on behalf of
Advanced Payment Solutions Limited

Date of this Agreement <Today's Date>

FOR OFFICIAL USE ONLY

TERMS OF AGREEMENT

This Agreement is made between Advanced Payment Solutions Limited ("We" which expression shall include Our successors and assignees) and the Customer named on the front of this Agreement (referred to in these Terms and elsewhere in the Agreement as "You"). It will only become binding on Us once signed on Our behalf. It will be made on the date on which it is signed. This agreement may only be used in conjunction with Your Cashplus Account ("the Account").

1. The Loan and Repayment

- (a) We will provide a loan to You ("the Loan") on the date of this Agreement (which is the date We sign this Agreement). The amount of the loan will be sent to APS Financial Ltd to finance Your annual Account fee in relation to Your Cashplus Payment Card.
- (b) The amount of the Loan is shown as the amount of credit in the Financial Information section of the agreement.
- (c) You will repay the Loan to Us by the monthly instalments and on the due dates specified in Financial Information. Unless We agree otherwise, such repayments will be collected by debiting Your payment card at the times and in the amounts specified. If any due date for repayment falls on a bank holiday or weekend, then repayment will be made on the next business day. Punctual payment is essential. We reserve the right to seek repayment from You by an alternative method (such as cheque or direct debit) in the event that We are unable to collect payment as described above, for any reason.
- (d) If You make any payments to Us by post or to any other person for transmission to Us, this will be at Your risk and will only be credited to Your Account when received by Us in cleared funds.

2. Ending this Agreement

- (a) You have the right to settle this Agreement early by paying to Us any unpaid fees and costs and any unpaid balance of the Loan. We will provide a settlement statement upon written request. You also have a right to make a partial settlement of the amount You owe.
- (b) Upon the occurrence of any of the following events We may demand, by written notice, immediate payment of any the unpaid balance of the Loan including any unpaid fees and costs:
 - (i) If any information provided in connection with Your loan application was false or misleading
 - (ii) You are in breach of any material obligations under these terms and conditions and You have failed to remedy the breach within a reasonable time of Us requesting You to do so
 - (iii) If You are unable to pay Your debts when they fall due; or
 - iv) 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; or
 - (v) You propose/enter into a voluntary arrangement with Your creditors.

3. Right of Withdrawal

You have the right to withdraw from this agreement. Details of when and how You can exercise this right are set out in Other Information above. If You do not wish to withdraw, then You will be bound by the terms of this Agreement for 12 months unless terminated in accordance with Clause 2.

4. Costs and Expenses

You will pay to Us on demand (or at Our discretion, Your Account will be debited with) all fees and charges described in Other Information which are incurred as a result of any breach by You of the terms of this agreement. If You ask Us to provide any services in connection with Your loan 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. We may choose to waive fees for promotional offers at Our discretion, for which particular Terms and Conditions may apply.

5. Assignment

We may transfer, assign and/or charge this Agreement or Our rights under it, but We will not do so to Your detriment. You may not transfer or assign any of Your rights or obligations under this Agreement.

6. General

- (a) Any supplier/contractor/broker or any other person by or through whom this Agreement may have been negotiated or concluded is not Our agent and should the word "agent" have been used it shall be construed in a descriptive sense only and not as implying any legal relationship.
- (b) We may make a temporary arrangement with You not to enforce the terms of this agreement strictly or may grant You an indulgence without losing the right to enforce the terms later.
- (c) We may serve any notice pursuant to this agreement or required by law on You by sending it by prepaid letter post to You at Your address shown on the front of this Agreement or Your last known address.
- (d) This Agreement and any dealings with You prior to any agreement being made shall be governed by and interpreted in accordance with English law.
- (e) All communications with You will be in English.

7. About Us

Advanced Payment Solutions is authorised and regulated under the Consumer Credit Act 1974. The Financial Conduct Authority, 25 the North Colonnade, Canary Wharf, London, E14 5HS for consumer credit activities (Registration No. 671140) is the supervisory authority under the Consumer Credit Act 1974. See www.fca.org.uk for details.

8. Complaints

If You have a complaint, You may contact Customer Services, see the contact details on Our website. If We are unable to resolve any complaint through Our internal complaints procedure You may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

9. Protecting Your Personal Data

(a) We may carry out searches on You at one or more credit reference agencies, that is, Experian Limited, Equifax Ltd and Callcredit plc (together "the CRAs"). In considering Your application We will use Your personal information from Your application and from the CRAs to make decisions about you. For the purpose of running Your Account, We may 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. The CRAs may add details of our searches and Your application to their records about You. This information will be made available to other organisations that perform searches on You at the CRAs. 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.

(b) We will also add to Your records at the CRAs:

- * Details of any agreement entered into with Us;
- * The payments that You make under such agreements;
- * Any default or failure by You to keep the terms of such agreements; and
- * Any failure by You to tell Us about a change of address where a payment is overdue.

(c) Your records held by the CRAs will be shared with other organisations who make searches and may be used by Us and those other organisations to:

- * Help make decisions about credit and credit related services (eg insurance) for You and Your household;
- * Trace debtors, recover debt, prevent money laundering and fraud and to manage our Accounts;
- * For other purposes for which You have given Your agreement.

(d) For the purposes set out at (c) We or those other organisations may make further searches. These searches will be added to Your records and may be shared with others.

(e) It is important that You give Us accurate information. We will check the information that You give Us with fraud prevention agencies, including Cifas. If You give Us false and/or inaccurate information and We suspect fraud, this will be recorded and We may inform fraud prevention agencies ("FPAs").

(f) Your records at the FPAs will be shared with other organisations to help make decisions about motor, household, credit, life and other insurance proposals and claims for You and (in the case of individuals) members of Your household.

(g) 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 and/or FPAs that We use please contact Us at PO Box 466, Salford M50 2XU.

(h) If You breach any term of this Agreement We may pass details of the breach to any associate of ours or to other companies in Our group who will use this information to make decisions about other agreements that You may have with them.

(i) We may pass Your details to any associate of ours or other companies within Our group and occasionally to organisations outside Our group so that We and/or they may keep You informed about products and services which We think may be of interest to You. If You do not wish to be contacted in this way, please write to Us at Our address stated in this Agreement at any time.

(j) You can also obtain any details of the information We hold on You and/or details of any other person to whom We may pass Your information by writing to Us at the same address. 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.

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