

## CASHPLUS BANK CURRENT ACCOUNT TERMS AND CONDITIONS

These **Terms and Conditions**, including the **Usage Restrictions** and **Fees**, which you can find on our website (<https://www.cashplus.com/>) apply to you as the account holder ("**you**", "**your**", "**account holder**") and, any additional cardholders, in relation to your current account ("**Account**") and use of the related debit card(s), issued to you or an additional cardholder ("**Card**") and references in these Terms and Conditions to "the Card" shall mean all Cards issued in relation to your account (whether to you or an additional cardholder).

The Cashplus Bank Online Banking Services website ("**Online Banking**") and/or the Cashplus Bank Mobile App (the "**Cashplus Bank App**") enables you to access information about your Account. You can ask us at any time for a copy of these Terms and Conditions, our current rates of Fees and/or the current Usage Restrictions by contacting our customer services team. You can also obtain a statement of recent payments made using the Card through Online Banking, the Cashplus Bank App or by contacting us using the details below.

The Card is issued by, and the copyright and other intellectual property rights in the Card, including Online Banking Services and the Cashplus Bank App are owned by Advanced Payment Solutions Limited trading as 'Cashplus Bank' ("**us**", "**we**", "**our**"). Cashplus Bank is a credit institution, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority with firm reference number 671140 and registered office and trading address is Cottons Centre, Cottons Lane, London, SE1 2QG, United Kingdom. The underlying software in Online Banking and the Cashplus Bank App is licensed, and not sold, to you.

### 1. **Agreement**

- 1.1 You agree that any communications with you will be in English. You can contact us by calling our customer services team on:

Customer services: +44 (0)330 024 0924

*More information on how you can contact us is available on our website*

- 1.2 You confirm that any information you provide us with is true, accurate and up-to-date. 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). We may communicate with you by including a message in your statement of account or by providing information in your secure area via Online Banking Services. You must keep your personal details, including email and SMS details, up to date via Online Banking or the Cashplus Bank App. If we contact you in relation to your Account we will use the most recent contact details you have provided to us.
- 1.3 This agreement will continue in full force and effect until such time as it is terminated in accordance with the provisions of these Terms and Conditions.

### 2. **Applying for and managing your Account and Card**

- 2.1 To apply for an Account you must be 18 years or over and legally resident in the UK. If you are a business, you must be UK-based. Sole traders, partnerships, limited companies, trustees and other approved legal entities are eligible to apply. When we receive your application we will verify your identity and residential address and may require you to provide us with copies of identification documentation as proof of your identity and address.

- 2.2 You will be notified of the outcome of your application immediately online. We will let you know if we require any further information from you. The Card will be dispatched to your residential address following notification of your successful application.
- 2.3 By applying for your Account you are agreeing to these Terms and Conditions.
- 2.4 Through Online Banking or the Cashplus Bank App, you will be able to, amongst other things, view your Account balance and payment history, download copies of statements and view the Card details. You can also access this information by contacting our customer services team. Your statement will show:
- (a) payment information (received in and paid out of your Account), including the amount of each payment shown in the currency in which that payment was paid or debited and applicable fees (together with the relevant exchange rate for the payment);
  - (b) where applicable, the amount of each payment following a currency conversion (in GBP sterling); and
  - (c) for each payment, the relevant date to which your authorisation relates.

#### ***Additional Cardholders***

- 2.5 You can apply, via Online Banking, the Cashplus Bank App or by calling our customer services team, for a limited number of additional cardholders to join the Account (see Online Banking for the limit applicable to your Account). Each additional cardholder must be 13 years or older. Upon application we may verify the identity and address of any additional cardholder and you shall ensure that additional cardholders provide us with all information and documentation reasonably requested by us in order for us to carry out the identification and verification process. You will be notified of the outcome of the application for an additional cardholder immediately online. We will let you know if we require any further information from you or the additional cardholder. The additional cardholder's Card will be dispatched to your residential address following notification of the successful application.
- 2.6 All payments made by an additional cardholder will be charged to your Account and will be treated as having been made by you. As the account holder, you will remain responsible for any fees or charges which result from the additional cardholder's use of the Card.
- 2.7 Additional cardholders will be provided with a separate login to Online Banking and Cashplus Bank App in order to access their own payment information. As account holder, you will have full access to any payments made by the additional cardholder via Online Banking Services or the Cashplus Bank App. You or an additional cardholder can cancel or block the additional Card at any time by contacting our customer services team or via Online Banking or the Cashplus Bank App.
- 2.8 These Terms and Conditions apply to the use of any additional Card held by an additional cardholder. You are responsible for ensuring the additional cardholder complies with these Terms and Conditions. Failure of an additional cardholder to comply with these Terms and Conditions may result in their Card being blocked. In these circumstances, we may also block the additional cardholder's access to Online Banking and Cashplus Bank App.

### 3. **Account and Card security and reporting unauthorised or incorrectly executed Payments**

3.1 You must keep your security credentials to access Online Banking and the Cashplus Bank App and your Card and PIN number (including those held by additional cardholders) (together the "**Security Details**") and the Card safe and confidential. You undertake to us that you and any additional cardholders will not disclose your respective Security Details, or allow them to be used by anyone else.

3.2 If you suspect that someone else knows your Security Details or if the Card is lost or stolen, you must follow the instructions set out below. If someone else accesses Online Banking and/or the Cashplus Bank App using your Security Details or uses the Card without your consent and you have not informed us in accordance with your obligations, you may lose some or all of your Account balance, up to a maximum of £35, provided you have not acted fraudulently or with gross negligence.

3.3 We have the right to disable any username, password, or PIN number, 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 these Terms and Conditions.

3.4 We recommend that you check your Account balance and payment history through Online Banking or Cashplus Bank App on a regular basis to identify any potential unauthorised use of your Account and Card and to check for payments which you do not recognise.

3.5 If you know or suspect that:

- (a) the Card has been lost or stolen; or
- (b) your Security Details have been compromised,

you must tell us immediately by calling our customer services team. Where necessary, we will cancel the Card and issue a new one to your address within 7 business days (subject to a Card replacement Fee). You can also temporarily block the Card via Online Banking or the Cashplus Bank App.

3.6 If you think a payment that was not authorised by you has been processed or that a payment has been incorrectly executed, you must contact us immediately by calling our customer services team. We may ask you to complete a declaration form and return it to us promptly.

3.7 If we need to tell you that there has been (or we suspect there has been) fraudulent activity on your Account or Card or that the security of your Account or Card may be at risk, we will contact you by SMS or push notification and ask you to contact us at your earliest convenience.

### 4. **Usage Restrictions and overdrafts**

4.1 Your Account and the Card is subject to the restrictions set out in Schedule 1 (the "**Usage Restrictions**")

4.2 We reserve the right, in our sole discretion, to modify the Usage Restrictions from time to time. You will be notified of any change in the Usage Restrictions in accordance with section 16 of these Terms and Conditions. For security purposes, we may impose

additional Usage Restrictions on your Account and/or Card and you will be advised of such limitations to the extent required by applicable law.

- 4.3 There may be limits that apply to your Cashplus Account including a maximum account balance or payment and card transaction limits. There may also be limits for the daily and annual amount you can deposit in cash at the Post Office. Please refer to the limits provided via the "Limits explained" section online at <https://www.cashplus.com/current-account/limits>. If you exceed the maximum limits, we will not process your payments and you will be contacted by Cashplus Bank if we think it necessary.

### **Overdrafts**

- 4.4 An overdraft facility is a borrowing or credit facility that is designed for short-term borrowing. An overdraft arises when you have spent more money than you have in your Account and your balance falls below zero. An 'arranged overdraft' is one where we agree in advance that you can borrow money when there is no money left in your account. An 'unarranged overdraft' is where you borrow money where there is no money left in your Account (or when you go over your arranged overdraft limit) and this has not been agreed in advance with us. An overdraft facility is available to you provided you meet our lending and affordability criteria. You can request the reduction or removal of your arranged overdraft facility at any time by contacting our customer services team.
- 4.5 Interest and/or fees may be charged if you go into overdraft. The arranged overdraft cost calculator tool and eligibility tool on our website provide details of the likely cost and whether or not you are eligible. If we set up an arranged overdraft facility for you, we will provide you with ancillary terms and conditions setting out details of the amount of your arranged overdraft facility and the applicable interest rate and/or fees<sup>1</sup>.
- 4.6 If you try to make a payment out of your account (for example by presenting an item for payment, such as a cheque, a card payment, a Direct Debit or a Standing Order) or if interest or a fee or service charge is applied to your account which would have the effect of creating an overdraft the amount of which has not been previously agreed by us then generally we will not make those payments. However, if a payment into your account is recalled by the bank making it, or a cheque paid into your account is returned unpaid, we may allow you to have an unarranged overdraft. If this happens you must repay the unarranged overdraft straightaway. Your applicable arranged overdraft interest rate will apply to any unarranged overdraft<sup>2</sup>. If we decide to grant you an unarranged overdraft by allowing a payment despite lack of funds, then it does not mean:
- (a) that any arranged overdraft has been created; or
  - (b) that the limit on any arranged overdraft has been increased; or
  - (c) that we will pay any other item in the future which would have the same effect. We are not committed to pay any other items up to such amounts.
- 4.7 If we decide not to grant you an unarranged overdraft by refusing a payment due to lack of funds, then the item presented for payment will be returned unpaid.
- 4.8 We may use information we obtain from credit reference agencies to help us decide whether or not to give you an arranged overdraft. We'll also give credit reference agencies information about how you deal with credit. It's this information that credit

reference agencies have about you that affects your credit score. Your credit score is used by lenders to help them decide whether or not to let you borrow money, such as an overdraft, a credit card, a loan or a mortgage and on what terms.

- 4.9 All overdrafts are repayable on demand and we can ask you to repay an overdraft immediately. We'll try to let you know at least 14 days before we reduce your arranged overdraft, ask you repay it or take it away completely.
- 4.10 If we do ask you to pay back your arranged overdraft and unarranged overdraft and you don't repay it within 28 days of asking you to, we may let the credit reference agencies know and 'register a default'. This means they'll have it on their records that you haven't paid us back when you should have. This could affect your ability to get credit; for example, you might find it difficult to borrow money, obtain an overdraft or a credit card in the future.
- 4.11 If you do not repay your arranged overdraft or unarranged overdraft, we may try to recover the money you owe us by obtaining a court judgment or a decree. If we do, the court may make you pay interest (the court will decide how much) on the amount you owe us which means you'll have to pay us back more than you borrowed.

## 5. **Interest, Fees and VAT**

- 5.1 You won't earn any interest on the balance of your Account. However, we may elect to pay you interest on your Account balance by providing you with 30 days' notice of the Effective Annual Rate (EAR) applicable to your Account. The applicable interest will then be calculated on a daily basis at the relevant interest rate and paid to your Account on the monthly cycle date (which shall be notified to you in advance) in respect of interest earned in the prior month. The Effective Annual Rate illustrates what the interest rate would be if the interest rate was paid and compounded once a year.
- 5.2 Your Account and the Card are subject to our fees ("**Fees**"). The current Fees, which form part of these Terms and Conditions, can be found at section 23. The Fees can also be found via Online Banking or Cashplus Bank App or you can request a copy by contacting our customer services team.
- 5.3 The amount of Fees may change over time and you will be notified of any such change to the Fees in accordance with section 16 of these Terms and Conditions.
- 5.4 We will deduct any Fees that you incur from your Account balance immediately when they become payable.
- 5.5 If any amount we are entitled to deduct exceeds your Account balance you agree immediately to pay any outstanding amount to us.

## 6. **Using third party providers**

- 6.1 You can choose to allow a third party provider ("**TPP**") to access your Account information and/or make online payments from your Account. Where relevant, we'll provide access to your Account information to the TPP and/or the ability to make payments online from your Account through the TPP. We will treat any instruction from a TPP as if it were from you and these Terms and Conditions will still apply when using a TPP.
- 6.2 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.

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 Online Banking or the Cashplus Bank App.

**7. Receiving payments into your Account**

7.1 Payments can be made into your Account by direct transfer from another account and in cash. When money becomes available in your account for you to use depends on how the payment was made and where it came from.

7.2 For any incoming electronic payments, including payments by you, we will, subject to our fraud prevention measures, credit your Account as soon as we receive the payment and update your balance, unless we receive the payment after the applicable cut-off time (see section 7.4) in which case we will credit your Account and update your balance on the following day.

7.3 For cash that you pay into your Account over the counter at a Post Office, we will credit your Account and update your balance on the same business day.

**7.4 Cut-off times**

Type of payment		Cut-off time
Electronic Payments	Faster Payments	Faster Payments are processed 7 days per week. Faster Payments take up to 2 hours to process and can take longer where additional checks are required.
	Bacs (inbound direct credits and direct debits paid out)	The same business day that the payment is due in or out of the Account
Cash deposits in	Post Office	See Post Office for their opening times

**8. Making payments**

8.1 Details of various payments you can make using your Account and/or the Card (each a "**Payment**") are set out below.

8.2 Any Payment you make will be deducted from your Account balance. You should always make sure there is sufficient funds in your Account to cover the amount of any Payment and any applicable Fees. If an attempt is made to make a Payment where your Account balance is insufficient then the Payment shall be declined.

8.3 You're responsible for checking that the details of a Payment instruction are correct.

*Direct Payments*

8.4 We allow direct payments, including standing orders, direct transfers, direct debits or any other future dated payment ("**Direct Payments**") to be collected from your Account

on the due date and (in the case of direct debits) pursuant to any instruction you have given to a business or organisation in the UK or EEA.

- 8.5 You can give us instructions and consent to a Direct Payment from your Account by accessing and giving us instructions through Online Banking or the Cashplus Bank App, or by giving us instructions through a TPP that you've authorised to act on your behalf.
- 8.6 If there are insufficient funds in your Account, or available via any relevant Overdraft agreement, the Direct Payment will be declined and the instruction will be removed from your Account. In the event of a direct debit, this will only be reinstated upon receipt of a new mandate from the relevant business or organisation.
- 8.7 Direct Payments will reach the recipient's bank no later than the next business day after we process the Direct Payment.

#### *Card payments*

- 8.8 You (and any additional cardholders) may also use the Card to make the following kind of Payments:
- (a) to pay for goods and services online. To authorise a Payment over the internet ("**Online Payments**"), you must follow the instructions provided by the retailer and provide relevant Card details;
  - (b) to pay for goods and services in-store. To authorise a point of sale Payment, you must follow the instructions provided by the retailer which might include: (i) entering the Card PIN number; (ii) inserting the Card into a card reading device for the purpose of making a payment; (iii) if you have a contactless Card, holding the Card against a contactless terminal; (iv) if you have a mobile wallet set up on your device, holding your device against the contactless terminal; and
  - (c) to withdraw cash at ATMs displaying the service mark of the payment scheme. To authorise an ATM Payment, you must insert the Card and enter the Card PIN. A withdrawal fee may apply (see the Fee Summary at section 23).
- 8.9 We may require you and any additional cardholders to enrol for and use enhanced security measures so that we can be sure it is you or the relevant additional cardholder that is attempting to carry out the Payment.
- 8.10 In addition to the Usage Restrictions set out in Schedule 1, the amount which you can spend using the Card in a single point of sale or e-commerce Payment may be limited by regulation or by a retailer's acceptance policies and implementation procedures.
- 8.11 We are not responsible if a retailer refuses to accept the Card for any reason, nor if a retailer fails to disclose any surcharge for the use of the Card, or other charges for the use of the Card at the point of sale. We are not responsible for the goods or services you acquire using the Card.
- 8.12 You may use the Card to authorise a Payment where the exact amount that will be debited is not known at the time of authorisation. In respect of such Payments which are initiated by or through a retailer in the European Economic Area, we will not block funds on the Card unless you have authorised the exact amount of the funds to be blocked and we will release such blocked funds without undue delay after becoming

aware of the amount of the Payment, and in any event, immediately after receipt of the Payment order.

#### *General information*

- 8.13 You cannot change or cancel a Payment from your account that you have asked us to make immediately (including payments by Card) but you can cancel a direct debit, standing order, regular card Payment and any other Payment you asked us to make on a future date. You can cancel direct debits and standing orders by the end of the business day before the Payment is due to be made via the Cashplus Bank App, Online Banking or during Customer Service hours. Regular card payments can only be cancelled by calling the Customer Service team during Customer Service hours by the end of the business day before the Payment is due. If you wish to cancel or change a direct debit or regular Card Payment (or if your Account or Card details change), you are responsible for informing the business or organisation you're making the payment to and for making alternative arrangements for payment.
- 8.14 If for any reason a Payment is processed that results in a negative balance on your Account, you agree immediately to pay us the amount of the negative balance plus any applicable Fees.
- 8.15 Unless otherwise agreed, where a Payment:
- (a) is to be made in any currency of a member of the European Union, we shall ensure that the Payment will be credited to the recipient's account by the end of the business day (meaning any day (other than a Saturday or Sunday) on which banks in London are open for normal banking business) following our receipt of your authorisation;
  - (b) is to be made wholly within the European Economic Area but in another currency, we shall debit your Account and send the Payment in accordance with regulatory requirements, in order that the Payment can be credited to the recipient's account by the end of the fourth business day following our receipt of your authorisation.

### **9. Overseas Payments**

- 9.1 Payments will be executed in British pounds sterling. If Card Payments are made in a currency other than in British pounds sterling, the Payment will be converted to British pound 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 purchase date or the date when it is applied to your Account balance.
- 9.2 Your Payment information, which is provided to you via Online Banking or through the Cashplus Bank App, for you to download and store as you wish, will show the amount of the Payment in your Account currency after the currency conversion and the effective exchange rate. We will make available upon request, if you call our customer services team, the applicable reference exchange rate used as the basis to calculate the currency conversion. The reference exchange rates used may vary daily; changes in these rates may be applied immediately and without notice to you.
- 9.3 Where the Card is used outside of the UK, we may also charge you a foreign payment Fee and debit it from your Account balance. Details of all Fees can be found at section 23.



## 10. **Blocking access to your Account and Card**

- 10.1 We may at any time suspend or restrict your access to your Account and/or suspend, restrict or cancel the Card and/or or refuse to issue or replace the Card for reasons relating to the following:
- (a) we suspect that your Account and/or the Card are being used in an unauthorised, illegal or fraudulent manner;
  - (b) we are concerned about the security of your Account and/or the Card;
  - (c) we need to do so to comply with the law of any jurisdiction; or
  - (d) if the contract between us has been cancelled as further described in section 15.
- 10.2 Unless informing you would compromise reasonable security measures or otherwise be unlawful, where practicable we will inform you by phone and/or email, giving our reasons, before suspending or restricting access to your Account or before suspending, restricting or cancelling the Card or before refusing to issue or replace the Card. If it is not feasible to inform you in advance and unless doing so would compromise reasonable security measures or otherwise be unlawful, we will inform you immediately afterwards, giving our reasons.
- 10.3 We will allow you to recover access to your Account and/or unblock the Card as soon as practicable after the reasons for stopping its use cease to exist and will inform you when we have done so.

## 11. **Refusing Payments**

- 11.1 We may refuse to carry out a Payment if:
- (a) your Account balance at the time of a Payment is insufficient to cover the amount of the Payment and any applicable Fees;
  - (b) we believe that you (or any additional cardholder) are acting in breach of these Terms and Conditions;
  - (c) we believe that a Payment is potentially suspicious or illegal; or
  - (d) we are unable to carry out the Payment due to errors, failures (whether mechanical or otherwise) or refusals caused by retailers, payment processors, card networks or payment schemes who are processing Payments.
- 11.2 If we refuse to carry out a Payment, unless informing you would compromise reasonable security measures or would otherwise be unlawful, we will inform you at the earliest opportunity and in any event by the end of the business day following the day we have received the Payment request. We will normally inform you as follows:
- (a) In respect of Direct Payments, with an electronic notification at the time of your Payment attempt.
  - (b) In respect of Online Payments and point of sale Payments, with an error message on the merchant's contactless terminal or website and, if applicable, a receipt showing that payment has not been made.

- (c) In respect of ATM withdrawals, with an error message on the ATM operator's terminal and, if applicable, a receipt showing that payment has not been made.

In some instances we may also inform you by phone or e-mail.

- 11.3 You can contact our customer services team to ask for our reasons for refusing to carry out a Payment and for an explanation of how you can correct any information we hold that led to our refusal to approve a Payment.

## 12. **Refunds and errors**

### **General**

- 12.1 Provided that you notified us in accordance with section 3 above of any unauthorised or incorrectly executed Payment without delay and at the very latest within 13 months of the debit date you may be entitled to a refund of that Payment. It is important that you regularly check your Payment history online to ensure any unauthorised or incorrectly executed Payments are identified and notified to us as soon as possible.
- 12.2 Where any refund is due to you, we shall make it immediately and in any event, by the end of the business day following the day on which we become aware of the unauthorised or incorrectly executed Payment or, if that is not possible, as soon as practicable following receipt of your claim or of any further information we may request in order to investigate your right to a refund. However, if, following investigation, we have reasonable grounds to believe that a refund was not in fact due to you for any reason, or that we have made too large a refund, we may reverse that previous refund and you may be liable for any loss we suffer.

### **Payments which have not been correctly executed**

- 12.3 If we were responsible for an incorrectly executed Payment which you notified us of in accordance with section 3 above, we will refund the amount involved and restore your Account balance to the level at which it would have been if that particular Payment had not occurred.
- 12.4 If we executed the Payment in accordance with information that you provided to us, we shall not be liable to you for non-execution or defective execution if it transpires that the information you provided to us was incorrect. However, we shall make reasonable efforts to recover the funds involved in that Payment and we may charge you for our costs of doing so.
- 12.5 If you initiated a Payment and the recipient claims not to have received that Payment, we shall make immediate efforts to trace the Payment and shall notify you of the outcome. Unless we can prove that the Payment was received by the recipient's payment services provider, we will refund the amount involved and restore your Account balance to the level at which it would have been if that particular Payment had not occurred.
- 12.6 If funds are added to your Account balance by mistake, we may make an adjustment so the correct Account balance is reflected. You are not entitled to such funds and if you spend them you will be required to repay those sums to us.

## **Unauthorised Payments**

- 12.7 If the unauthorised Payment arose from the loss, theft or misappropriation of your Security Details or the Card, we will refund the amount involved, except the first [£35], for which you may be liable. Once you have notified us of the loss, theft or misappropriation of your Security Details or the Card, you will not be liable for any subsequent Payments on your Account (unless you have acted fraudulently).
- 12.8 If the unauthorised Payment arose from you acting fraudulently or where, with intent or gross negligence, you failed to use Online Banking and/or the Cashplus Bank App or the Card in accordance with these Terms and Conditions (including the obligations to keep your Security Details and the Card safe), we will not make any refund and you will be liable for the full amount of all losses incurred.
- 12.9 You are entitled to a refund of the full amount of any Payment authorised by you and initiated by or through a retailer 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 retailer in the EEA, please contact us) provided the following conditions have been met: (i) at the time you authorised the Payment you did not know the exact amount of the Payment and the actual Payment amount is greater than you could have reasonably expected; and (ii) you make the request for a refund within 8 weeks of the Payment date either via Online Banking , Cashplus Bank App or by calling our customer services team.
- 12.10 We will investigate your request for such a refund, taking into consideration your recent spending behaviour and all relevant circumstances related to the Payment. 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.

## **13. Using money between accounts**

- 13.1 If any amounts which you owe to us become overdue, we may reduce or repay such an amount by using money from any accounts you hold with us, which are in credit.
- 13.2 However, 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.

## **14. Our liability**

- 14.1 Where the Card is faulty due to our fault, our liability shall be limited to replacement of the Card, or repayment of your Account balance. Where sums are incorrectly deducted from your Account balance due to our fault, our liability shall be limited to refunding an equivalent amount to the sum deducted (and any associated Fees). In all other circumstances where we are at fault our liability shall be limited to repayment of any Account balance.
- 14.2 Subject to section 14.6, where a Payment you asked us to make is late due to our error or we were late in adding a payment you received to your Account due to our error, we will put your Account back into the position that it would have been in if we hadn't made the error.
- 14.3 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.

- 14.4 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 reasonable efforts to the contrary, or because of our obligations under applicable law and regulations.
- 14.5 Where we have received a request to return a payment from a bank that made a payment into your Account as a result of a mistake or error (for example, if a payment is incorrectly sent twice) we will take the payment from your Account balance and send it back to the bank which made the request.
- 14.6 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 these Terms and Conditions.
- 14.7 We will use reasonable efforts to make the Card, Online Banking and Cashplus Bank App 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.
- 14.8 Other than the losses set out in the paragraphs above (for which we are not liable) and subject to section 14.3, our maximum aggregate liability under or in connection with these Terms and Conditions whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to £1000 in any 12 month period.
- 15. Expiration, cancellation and termination**
- 15.1 You have the right to close your Account and terminate this agreement without penalty within 14 days of the date of the first Payment on your Account. You can do this by contacting our customer services team.
- 15.2 You have the right to close your Account at any other time following which you may have to pay a cancellation Fee (as detailed in the Fee summary at section 23). The cancellation Fee is not payable if one of the following conditions apply:
- (a) you have held the Account for at least 6 months or more;
  - (b) we have terminated your right to access your Account and use the Card under section 15.3 or 15.4; or
  - (c) you are closing the Account following a change in these Terms and Conditions.
- 15.3 We may cancel or suspend your Account and/or the Card if: (i) the Card is lost, stolen, damaged, misused, malfunctions or we are concerned about the security of your Account or Card for any other reason; (ii) we suspect unauthorised, illegal or fraudulent use of your Account or Card; or (iii) we need to do so in order to comply with law or regulation.

- 15.4 We may terminate your right to access your Account and/or use the Card and at any time without liability for any reason if you breach these Terms and Conditions. We will not be liable to you for any loss or damage suffered by you resulting in any way from such termination.
- 15.5 Subject to applicable law, we may terminate this agreement for any reason by written notice to you. Termination shall be effective on the date specified on the notice, but in any case, the notice period given shall not be less than two (2) months.
- 15.6 If we or you cancel the agreement between us, then as soon as we are permitted to do so (and normally within 30 days after you contacted us where you cancel this agreement) we will return any Account balance (after the deduction of all pending Payments and applicable Fees) to you. Please note that in order to comply with applicable legal and regulatory requirements, including anti-money laundering and terrorist financing requirements, we may need to:
- (a) verify your identity; and
  - (b) return the Account balance to a personal bank account in your name and you should tell us which account you prefer by contacting our customer services team.
- 15.7 Once the contract between us has been cancelled, you will not be entitled to a refund of money you have already spent on Payments authorised or pending, or any Fees for use of the Card incurred before the contract between us was cancelled.

## 16. **Changes to these Terms and Conditions**

- 16.1 We may, at any time and subject to applicable law, change or delete any provision, or add new provisions to, these Terms and Conditions. This includes the right to add or change (including to increase or decrease) any Fees. We will provide you with a minimum of two (2) months' written notice prior to making any change, during which time you may end your agreement with us without penalty. If you do not object before the date such change takes effect, you will be deemed to have consented to it.
- 16.2 We may choose to inform you of any amendments made pursuant to the above provision via email or through Online Banking or Cashplus Bank App or in any other way permitted by applicable law.

## 17. **Data protection**

- 17.1 The personal data that you provide to us will be processed by us in accordance with these Terms and Conditions and our privacy policy (**Privacy Policy**). Our Privacy Policy is available at: ( <https://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.
- 17.2 The personal information we have collected from you could 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 information 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**.

- 17.3 You must provide us with accurate information. We will check the information that you provide with fraud prevention agencies (FPAs), including Cifas. If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information and pass this information to FPAs. Law enforcement agencies involved in fraud and crime prevention may use this information.
- 17.4 You must not give us personal information about someone else (such as additional cardholders) without first getting his or her consent for it to be used and disclosed for such use in accordance with these Terms and Conditions and our Privacy Policy. When you provide such third party information we will assume he or she has consented, although we may still ask for confirmation.
- 17.5 Information held about you at Credit Reference Agencies (CRAs) may (as explained in the Privacy Policy) already be linked to records relating to one or more of Your financial associates. 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. Your records may remain linked with financial associates until a "disassociation" is successfully filed at the CRAs in order to break the link.
- 17.6 If you breach any term of this agreement, we may pass details of the breach to the CRAs and 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. CRAs may supply this information to other organisations.
- 17.7 If you disclose your log-in information for Online Banking site to any other individual or organisation (including Account aggregation services), you must ensure that the third party is authorised and you may be held liable for any Account activity that may arise.

## 18. **Complaints**

- 18.1 If you want to make a complaint, please tell us by contacting our customer services team 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.
- 18.2 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](mailto:complaint.info@financial-ombudsman.org.uk). 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.

## 19. **FSCS COVER**

- 19.1 We are covered by the Financial Services Compensation Scheme (FSCS), which is the UK's deposit guarantee scheme. If we are unable to meet our financial obligations, you may be entitled to compensation from the FSCS.
- 19.2 The FSCS only protects certain depositors and there are maximum limits on the amount of compensation that can be claimed. More information is available on our FSCS Information Sheet and Exclusions List (you can request a copy of this from our customer services team at any time) or at [www.fscs.org.uk](http://www.fscs.org.uk).

20. **Ownership and protection of information**

20.1 All intellectual property rights in the Account, Card and Online Banking and Cashplus Bank App throughout the world belong to us. Rights in the Account, Card and Online Banking and Cashplus Bank App are licensed (not sold) to you, and you have no rights in, or to, the Account, the Card or Online Banking Services or Cashplus Bank App other than the right to use them in accordance with the terms of these Terms and Conditions. You have no right to have access to any underlying software in source code form or in unlocked coding or with comments.

20.2 All aspects of the Account, Card and Online Banking and Cashplus Bank App, form part of our trade secrets and/or copyrighted material. You therefore agree not to disclose, provide, copy or otherwise make available such trade secrets or copyrighted material in any form to any third party without our prior written approval.

21. **Miscellaneous**

21.1 We may assign our rights and obligations under these Terms and Conditions to another company at any time, on giving you two (2) months' prior written notice of this. If we do this, your rights under these Terms and Conditions will not be affected.

21.2 We may subcontract any of our obligations under these Terms and Conditions. You may not sell, assign, or transfer any of your rights or obligations under these Terms and Conditions.

21.3 If any provision of these Terms and Conditions is determined to be void or unenforceable under applicable law, all other provisions of these Terms and Conditions shall still be valid and enforceable.

21.4 These Terms and Conditions constitute the entire agreement between you and us relating to your Account and the Card, and supersede any other prior agreement between you and us relating to the Card and your Account. No third party who is not a party to these Terms and Conditions has a right to enforce any of the provisions of these Terms and Conditions.

22. **Governing Law**

These Terms and Conditions and all matters arising out of the use of your Account and Card are subject to English law.

## 23. Fee Summary

	<b>Activeplus:</b>	<b>Flexiplus:</b>
Account fee <sup>1</sup> – 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 <sup>2</sup>	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 deposited at Post Offices <sup>3</sup>	0.5% fee will apply to the total amount deposited (£3 minimum fee)	0.5% fee will apply to the total amount deposited (£3 minimum fee)
Funds deposited electronically (including bank transfer and wage payment)	FREE	FREE
Online Account management – 24/7	FREE	FREE
ATM withdrawals UK (Non UK) <sup>3</sup>	£2.00 (£3.00)	£2.00 (£3.00)
Cash withdrawals at bank/Post Offices or quasi-cash purchases <sup>3</sup>	£3.00	£3.00
Cancellation fee where applicable (for refund of cash value in the Account)	£10.00	£10.00
International inbound payment	£15.00	£15.00
Foreign transaction fee as % of amount withdrawn/spent <sup>4</sup>	2.99%	2.99%
Direct Debit Rejected Payment Fee (maximum charge per month) <sup>5</sup>	£10.00 (£60.00)	£10.00 (£60.00)

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

2 For Activeplus customers, the first 9 electronic transfers sent each month are free of charge, each additional payment sent is charged at £0.99 per transfer. Depositing by bank transfer is free.

3 Some financial institutions or associations, or deposit outlets may charge additional fees. Please check at the time You withdraw or deposit 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 9.3).

5 Direct Debit Reject Fees will only be charged if the Direct Debit amount is more than £10.



**Schedule 1**

Your Account and Card is subject to the following Usage Restrictions:

Maximum balance	£10,000 Higher limits are available upon request subject to approval and verification checks
Maximum spend per Payment	Subject to available balance
Maximum ATM withdrawal limit (per day)	£500
Maximum additional Cards	4

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