

# TERMS AND CONDITIONS

The following Terms and Conditions apply to a reloadable prepaid Card which can be used for the purchase of goods and services where the MasterCard® Acceptance Mark is shown. The card is provided by iCOUNT Money Limited, operated on their behalf by Advanced Payment Solutions Limited, and issued by APS Financial Limited.

## CONTACT INFORMATION

Contact APS Financial Limited ("AFL") or Advanced Payment Solutions Limited ("APS") ("We", "Us" or "Our") by:  
**Web:** see the web address printed on the reverse of it where applicable, the temporary Card ("ATM Card") you receive from an outlet ("Retail Outlet") which sells the permanent Prepaid MasterCard ("Card") issued to run the prepaid Account established by us in your name ("Account"), or ii) the Card.  
**Post:** Customer Services, PO Box 466, Salford, M50 2XU.  
**Telephone:** using the telephone number provided on the back of your card. Information regarding balance, last transactions or Account status only are also available by Text. See website for details.

## 1. FEES AND CHARGES

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

## 2. APPLYING FOR A CARD

2.1 To apply for a Card you must be resident in the UK and at least 18 years old. Additional cardholders must be at least 13 years old.  
2.2 To open your Account you will need to pay the relevant Card issue fee, and where applicable, the first monthly fee.  
2.3 PO Box, mail box addresses and virtual addresses are unacceptable. If an Account is opened using such an address, or an existing Account 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.

## 3. ACCOUNT LIMITS AND USAGE

3.1 Once you've been fully verified and meet the Total Access Criteria you will be issued with a card with the following limits:

3.2	Total Access <sup>1</sup>
Maximum Balance	£5,000 <sup>2</sup>
Maximum Top up	£5,000 <sup>2</sup>
Maximum Annual Top up/Spend	Unlimited
Maximum Spend Per Transaction	Available Balance
Maximum ATM Withdrawals Per Day	£500
Maximum Annual ATM Spend	Unlimited
Maximum Additional Cards	Four
Top up – Bank Transfer	Allowed
Top up – Wages	Allowed
Top up – Retail Outlets <sup>3</sup>	Allowed
Top up – UK Post Office <sup>®</sup> branches <sup>3</sup>	Allowed

1 The MasterCard MoneySend feature can be used, although additional restrictions may apply to support fraud management

2 Higher limits may be made available at card issuer AFL's sole discretion

3 Please see our website for details of daily and individual top up minimum and maximum limits. Limits are subject to change without notice. It is outside of our control if a specific top up outlet refuses a top up transaction with or without a reason disclosed at the time.

## 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 will apply (see Fees 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.

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 Members' Area of the website.

3.8 Payments using your Card for any transaction made in a currency other than sterling, will be made in line with the MasterCard system. Where applicable the exchange rate will be the wholesale rate applied by MasterCard adjusted by a percentage set from time to time by the Issuer (see Fees Summary).

3.9 Funds to cover the authorised transactions received by us will be paid over to the merchant acquirer within three days following the receipt by us of the instruction to make payment. A transaction (the payment order) will be received 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.

3.11 We reserve the right to require you and any additional cardholders to register for, and use the enhanced online transaction security system referred to as MasterCard Secure Code.

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

3.13 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 amount in a Card 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 opted to have additional cardholders on your Account we may require them to provide proof of identity and address.

## 4. KEEPING YOUR CARD AND PIN SAFE

4.1 Using your Card and the unique PIN which we provide to you to authorise transactions and to withdraw cash from an ATM will be the primary way for you to take money out of your Account. Once your PIN has been accepted the transaction or withdrawal cannot be cancelled. However, the following transactions may be withdrawn if you give notice to the supplier (providing a copy of the notice to us):

- any transaction which is agreed to take place on a date later than the date it was authorised as long as notice was provided no later than the close of business on the business day before it was due to take place;

- bill payments or Direct Debits if they are to occur after the date of the withdrawal.

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 over the next few days using the Members' Area. If you do not recognise a transaction, then report it immediately (see Clause 5 below).

4.4 Keep your Card safe at all times. 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.

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 Fees Summary).

## 6. REPORTING TRANSACTION DISPUTES

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 as soon as you become aware but not later than 13 months of the date of the debit. If the transaction in dispute is one where the exact amount of the transaction was unknown at the time of authorisation (e.g. car hire) the dispute must be advised to us within eight weeks of the date of the debit after which your right to challenge a payment will end. In all instances we will attempt to assist you with any qualifying dispute under the MasterCard scheme regulations. Any cash withdrawals and loads made at the Post Office will not be covered under the MasterCard scheme regulations.

6.3 Unless we have reason to suspect fraud, or deliberate or grossly negligent behaviour on your part we will refund the amount of the transaction. We will require your written confirmation of the disputed transaction on a form that we will provide you. 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.

6.4 If our investigations show that there have been unauthorised or incorrectly executed transactions on your Account then so long as your claim is made within the time limits specified in 6.2 you will not be liable for these sums.

## 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.

7.2 It is also important to tell us of any changes to your financial circumstances without delay.

## 8. WHAT HAPPENS WHEN YOUR CARD EXPIRES?

8.1 We may automatically renew your Card on the same pricing plan as the expiring Card unless you request otherwise.

8.2 The Card replacement fee (see Fees 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 given to us in connection with your Account and that we collect for marketing purposes. We may use third parties to process personal data on our behalf.

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.

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.

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

9.5 Law enforcement agencies may access and use this information.

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

9.7 Please contact us at: Risk Department, PO BOX 466, Salford, M50 2XU if you want to receive details of relevant FPAs.

9.8 We and other organisations may access and use the information recorded by FPAs on their own files.

9.9 We may check all personal information given by you with FPAs and other organisations, and we may get information about you from credit reference agencies to verify your identity. A record of such enquiries may be left on your file. For portfolio 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 products for you, we will use your personal information from your application and from the CRAs to make decisions about you. We may use credit scoring. 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, iCOUNT Money Limited DPA Registration Number Z1782717, and to third parties so that we can run your Account.

9.12 If, when you apply for your Card, you opt in to receiving marketing information via email/mobile phone &/or do not opt out of receiving marketing by telephone or mail 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 0870 0601414;

Equifax Ltd, Customer Service Centre, PO Box 10036, Leicester, LE3 4FS or call 0800 014 2955 or log on to www.equifax.co.uk; Experian, Consumer Help Service, PO Box 8000, Nottingham NG8 7WF or call 0844 481 8000 or log on to www.experian.co.uk.

9.14 You can also obtain a copy 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. You have a legal right to these details. A fee will be payable for this service.

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 and in the case of the United States of America we will only use processors who adhere to the "Safe Harbor" Privacy Principles issued by the US Department of Commerce.

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 data about you from our Mobile Banking app (such as your location and mobile number) and share with third parties for operational purposes.

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.

## 10. WHO IS RUNNING MY CARD ACCOUNT?

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

## 11. WHAT LAW APPLIES?

11.1 English law applies to these Terms and Conditions and English courts will deal with any legal proceedings between us. All dealings 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. In the event of closure under 12.2(ii), 12.5(b) or 12.5(c) any advance payment you have made in respect of any Card service charges will be returned to you on a pro-rata basis.

12.2 You have the right to;

(i) withdraw from this agreement without cause and without penalty for a period of 14 days from (a) the date on which you open your Account by paying your Card issue fee and, if applicable, your first monthly fee or, for telephone sales (b) the date on which you receive these Terms and Conditions ("Account Opening Date"). To do this you must write to Customer Services and return any card that has been issued, cut in half.

(ii) close your Account at any other time. To do this you must write to Customer Services and return the Card cut in half. Note: following receipt of your Card(s) 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 wherever you see the MasterCard Acceptance Mark. A cancellation fee will apply (see Fees Summary) unless i) the cancellation occurs 12 months or more after opening your Account, ii) we have terminated your right to use the Card or iii) following a change in these Terms and Conditions.

(iii) know more about the information we pass to third parties or that held by FPAs, or to obtain a list of the third parties with whom we share information.

(iv) receive, subject to payment of a fee, details of the personal data we hold about you.

(v) receive a copy of these Terms and Conditions at any time.

(vi) 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, if we are unable to resolve any complaint through our internal complaints procedure. 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 MasterCard Secure Code. Please note: Additional cardholders will have access to statement information only via the automated telephone service, and subject to your agreement, via the Members' Area.

12.4 You must not spend more than you have 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 to, without notice;

i. decline top ups and transactions,

ii. charge any fees due on any Foreign Currency Card Account to a linked Cashplus Card where insufficient funds exist in the Foreign Currency Card 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 Card in a grossly negligent manner or for a fraudulent or otherwise unlawful purpose;

• if you use racist, threatening or abusive behaviour towards our staff.

If we take any of the steps referred to in Clause 12.5, we will tell 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

(i) 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.

(ii) 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.

(iii) 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, debit or credit, 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 Card, 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 the 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 without reasonable care, 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.

13.4 You will be responsible for i) any unauthorised activity if you act fraudulently or without reasonable care 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 use of any additional cards and for any applicable fees or charges that the additional cardholders may incur. You can cancel the use of an additional card on your Account at any time by contacting Customer Services.

13.6 In the event that you do not use your Card in accordance with these Terms and Conditions or we find that you are using the Card fraudulently we reserve the right to charge you for any reasonable costs that we incur in taking action to stop you using this Card 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 Card. No other compensation schemes exist to cover losses claimed in connection with this Card.

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 becomes insolvent, your funds are required to be repaid from this segregated account before the claims of other creditors.

13.11 If you purchase your Card using a debit card and your Account balance subsequently becomes negative you authorise us to claim the amount of the negative balance from your debit card.

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

14.1 Changes to these Terms and Conditions including changes to the figures in the Fees Summary and Clause 3.2 will be posted on the Members' Area. 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.

**FEES SUMMARY**

	<b>Pay Monthly:</b>	<b>Pay As You Go:</b>
Account fee– charged only in months where there are available funds in your Account <sup>1</sup>	£9.95 per month	N/A
UK purchase transactions in Sterling (£)	FREE & unlimited	2.5% minimum £0.25 each
Electronic payment fee (Direct Debit, Payments and Transfers)	FREE & unlimited	2.5%
Card issue fee	£4.95	£4.95
Additional card, replacement or renewal	£5.95	£5.95
Top up at Post Office and Cashplus stores <sup>2</sup>	Loads up to £1,000 in a calendar month – No fee  On the total amount loaded over £1,000 in a calendar month – 0.25% fee will apply	£0.99, plus on the total amount loaded over £1,000 in a calendar month – 0.25% fee will apply
Top up at other retail outlets <sup>2</sup>	£3.00, plus on the total amount loaded over £1,000 in a calendar month – 0.25% fee will apply	£3.00, plus on the total amount loaded over £1,000 in a calendar month – 0.25% fee will apply
Top up electronically (including bank transfer and wage payment)	FREE	FREE
Online account management – 24/7	FREE	FREE
ATM withdrawals UK (Non UK) <sup>2</sup>	£0.50 (£1.50)	£0.75 (£1.50)
Cash withdrawals at bank or quasi-cash purchases <sup>2</sup>	£1.50	£1.50
Cash withdrawals at the Post Office	£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 top ups 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
Foreign transaction fee as % of amount withdrawn/spent <sup>3</sup>	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 top up your Account and will be charged on the same day each month as you activated your Account.

2 Some financial institutions or associations, or top up outlets may charge additional fees. Please check at the time you withdraw or top up your Account.

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