



*Figures presented in this agreement are based on a Representative APR of 29.9%. Your interest rate may vary depending on your circumstances

Credit Agreement regulated by the Consumer Credit Act 1974

This agreement is between us, Frasers Group Financial Services Limited ("FGFS, "we" or "us"), Express House, Clayton Business Park, Accrington, United Kingdom, BB5 5JB and you.

This is the running-account credit agreement for your Frasers Plus Account. You can use the Frasers Plus Account to purchase items from **Participating Frasers Group Merchants** or **Participating Partner Merchant** only. You must set up a repayment plan for each Purchase you make using your Frasers Plus Account.

A brief summary of your Frasers Plus agreement

Feature	Your Frasers Plus agreement
Term length	This Agreement has no fixed or minimum duration. Please see the section entitled 'Closing your account' for more details.
Credit limit	We will set your Credit Limit and we will tell you what it is when we open your account. Your Credit Limit is the total amount you can borrow from us at any one time. This will be kept under review.
Interest rate	29.9% We calculate interest on interest-bearing plans on a daily basis from the date each Purchase is added to your Account , until it is repaid in full. We do not charge interest on arrears.
Repayment plans	You can choose a Repayment Plan of differing lengths for each purchase on Frasers Plus. Please see the section entitled 'Interest Rate' for the interest rates applicable to each type of Frasers Plus Repayment Plan .
Fees and Charges	<ul style="list-style-type: none">• £12 each time you do not pay your Total Monthly Repayment when it is due.• £0 returned payment fee for the first three returned payments in a calendar year and £5 thereafter.
Payments	You are required to make the Total Monthly Repayment each month on the Monthly Repayment Date
Withdrawal rights	You have the right to withdraw without giving a reason by emailing customersupport@frasers.plus within 14 days of receiving the copy of your executed credit agreement.

Definitions used in this Agreement

'Account' means the Frasers Plus Account you have opened with us in your name on the **Mobile App** which specifies the amount you owe us in relation to any **Purchases**.

'Agreement' means this consumer credit agreement with you.

'Applicable Law' all applicable laws, statutes, regulations, rules, directives, edicts, bye-laws and codes of conduct and mandatory guidelines which have legal effect, whether local, national, international or otherwise existing from time to time, together with any other similar instrument having legal effect in the circumstances (and including all applicable requirements of any code of conduct, rules, guidance or guidelines relating or relevant to consumer credit and/or payment services business which is/are binding on FGFS and/or **TPL** or in respect of the relevant matter (as the context requires) issued, monitored or enforced by an applicable Regulatory Authority.

'Closing Date' means the end of your monthly statement cycle when we create your **Statement** and calculate your next **Total Monthly Repayment**.

'Credit Limit' means the maximum amount you may borrow on the **Account**, as determined from time to time in accordance with this **Agreement**.

'Default Sum' means the late repayment fee charged to your account when you do not make the Total Monthly Repayment requested by the **Monthly Repayment Day**. This will be referenced as late repayment fee throughout this **Agreement**.

'Dormant Account' means an **Account** that has shown no lending activity, has a zero outstanding balance due or no payments activity for at least 24 months.

'Instalment' means a single payment due in any one month in respect of a single **Repayment Plan**.

'Mobile App' means the Frasers Plus mobile-based App found on the Apple Store or Google Play App store made available to provide the **Account** services under this **Agreement**.

'Monthly Repayment Day' is the repayment date provided to you on your monthly bills and statements.

'Participating Frasers Group Merchant' means a subsidiary of Frasers Group PLC or of any holding company of Frasers Group PLC (the terms 'holding company' and 'subsidiary' being as defined in section 1159 of the Companies Act 2006) who offer or accept Frasers Plus as a payment option (as notified to you from time to time). The names of Participating Frasers Group Merchants can be found [here](#).

'Participating Partner Merchant' means a company who have a contractual agreement to offer Frasers Plus as a payment option (as notified to you from time to time). The names of Participating Partner Merchants can be found [here](#).

'Passcode(s)' means your registration details, unique email address, PINs, online passwords, username, answers to security questions or any other code or security details that allow you to access and operate your **Account**.

'Payment Instrument' means any payment instrument that is issued to you by Transact Payments Limited ('TPL'), via FGFS as agent of **TPL**, to use to make **Purchases** with your Account.

'Promotional Repayment Plans' means a **Repayment Plan** which is provided at a lower interest rate that we may make available from time to time. Please see the Interest Rates section of this **Agreement** for details.

'Purchase' means a **Purchase** of one or more items online or in-store with **Participating Frasers Group Merchant** or **Participating Partner Merchant** using your Account.

'Regulatory Authority' means any regulator or agency having jurisdiction over us or **TPL** in relation to the Frasers Plus Credit Account and the Payment Instrument or services provided under this Agreement, including without limitation the Financial Conduct Authority and the Gibraltar Financial Services Commission, and their successors.

'Repayment Plan(s)' means a repayment plan which you must set up to repay each **Purchase** over the length of a plan by paying at least the Instalment amount.

'Statement' means your monthly statement made available by the **Mobile App** to you in respect of your **Account**, including the details set out in Condition 16.1 of this **Agreement**.

'Total Monthly Repayment' means the total amount due on each **Monthly Repayment Day** in respect of the **Repayment Plans** that you have set up on the **Account**.

It is agreed as follows:

1. THIS AGREEMENT

- 1.1 This Agreement governs the use of your **Account** with us and the terms on which we may provide you with credit. It replaces any previous terms provided to you in relation to its subject matter.
- 1.2 By accepting these terms and opening an **Account**, via electronic signature, you are agreeing to comply with its terms. This **Agreement** and all communications between us concerning this **Agreement** shall be in English.
- 1.3 This Agreement is subject to your Account in the **Mobile App** being activated. Prior to opening your **Account**, and at any time whilst the **Account** is open, we may need to complete certain security procedures designed to detect suspected fraud and money laundering.
- 1.4 We are solely responsible for the provision of credit to you and **TPL** is solely responsible for the issuance of the **Payment Instrument**, although we act on **TPL**'s behalf when providing you with the **Payment Instrument** (and associated payment services activities required to operate your **Account**).

2. DURATION

- 2.1 This **Agreement** has no fixed term. It will continue indefinitely unless and until it is terminated by you or us in accordance with Conditions 10 and 7.

3. CREDIT LIMIT

- 3.1 We will set your **Credit Limit** and we will tell you what it is when we open your account. Your **Credit Limit** is the total amount you can borrow from us at any one time.
- 3.2 We will keep your **Credit Limit** under review throughout the term of this Agreement and we may change it from time to time. You will also be notified by email if your **Credit Limit** changes in accordance with Condition 19, and we will explain how you can accept or reject this change. You can tell us if you want us to decrease your **Credit Limit** or if you do not want to increase your **Credit Limit**.

4. HOW CREDIT WILL BE PROVIDED

- 4.1 After opening an **Account** with us, you can use it during the term of the Agreement to make **Purchases** up to your **Credit Limit** from any **Participating Frasers Group Merchant or Participating Partner Merchant** either in-store or online where Frasers Plus is available.

- 4.2 Your **Account** is for your personal use only and cannot be used anywhere other than a **Participating Frasers Group Merchant or Participating Partner Merchant**.

5. REPAYMENTS

- 5.1 You repay the amount of each **Purchase** by selecting a **Repayment Plan**. Each time you make a **Purchase**, you will be asked to select a **Repayment Plan** for that **Purchase** using the **Mobile App**. Your **Repayment Plan** options are as follows:

- (a) 1 Month **Repayment Plan** - Pay back the total amount of your **Purchase** in full in a single **Instalment** with no interest.
- (b) 3 Month **Repayment Plan** - Pay back the total amount of your **Purchase** in equal monthly **Instalments** over 3 months with no interest.
- (c) Other **Repayment Plan** options - Pay back the total amount of your **Purchase** in equal monthly **Instalments** over 6, 12, 24 or 36 months with interest.

When selecting a Repayment Plan, you will only be shown Repayment Plan options which have a minimum monthly instalment of £2.

For each **Repayment Plan** option, when you select the Repayment Plan, we will tell you in the **Mobile App**: -

- (a) the total amount of your **Purchase**
- (b) the number of monthly repayments selected
- (c) the duration of the **Repayment Plan**
- (d) the monthly repayment amount
- (e) the date of the first repayment
- (f) the interest rate
- (g) the total amount of interest added to the **Repayment Plan**; and
- (h) the total amount payable in relation to the **Repayment Plan** (the total amount of your **Purchase** plus the total interest)

Once you have chosen a **Repayment Plan**, you will need to confirm your selection:

- (a) on the **Mobile App**, tap on the "SELECT" button of the **Repayment Plan** of your choice; and
- (b) you will then be prompted to confirm that you agree to pay for your **Purchase** using the **Repayment Plan** selected by presenting either your user password, your fingerprint, or your face ID (depending on the capabilities of your mobile device).

- 5.2 For each **Repayment Plan**, the first **Instalment** will be due on the **Monthly Repayment Day** in the month following the date of the **Purchase**. The remaining **Instalments** will be due on the **Monthly Repayment Day** of each subsequent month.

- 5.3 On the **Monthly Repayment Day**, you must pay at least the **Total Monthly Repayment** which is the sum of the total monthly **Instalments** due in relation to each **Repayment Plan**. You can pay extra if you want to.

- 5.4 You can repay any amounts outstanding on your **Account** in full or in part at any time without charge. If you wish to repay a **Repayment Plan** (which is not a 1 Month **Repayment Plan**) before the end of the plan, you can do this by going into the **Mobile App** and either changing it to a 1 Month **Repayment Plan** or setting up a 1 Month **Repayment Plan** for the part of the relevant plan that you would like to pay off. We will stop charging interest immediately and you will have to pay the outstanding balance in full in relation to that plan on your next **Monthly Repayment Day**.
- 5.5 Five days before your **Monthly Repayment Day** we will notify you, through the **Mobile App**, of your next **Total Monthly Repayment** due.
- 5.6 If you do not make your **Total Monthly Repayment** when it is due, we may charge a late repayment fee (see Condition 9). Any amount in arrears is repayable immediately.
- 5.7 If you don't select a **Repayment Plan** for a **Purchase**, we will automatically select the longest monthly **Repayment Plan** available which means you will pay a minimum of £2 per month on your **Repayment Plan**. This means you may be charged interest on your **Purchase**.
- 5.8 You can, at any time use the **Mobile App** to change a **Repayment Plan** in respect of a particular **Purchase**. When selecting a Repayment Plan, you will only be shown Repayment Plan options which have a minimum monthly instalment of £2.

The minimum amount you must pay

- 5.9 As a minimum, you must pay the **Total Monthly Repayment** on or before the **Monthly Repayment Day** each month. We will tell you the amount of the next **Total Monthly Repayment** due in your statement in the **Mobile App** on each **Closing Date**. If, after the **Closing Date** but on or before your next **Monthly Repayment Day**, you receive a refund in respect of a **Purchase** or you change a **Repayment Plan**, then the **Total Monthly Repayment** due will change accordingly and we will tell you what the new **Total Monthly Repayment** is. You must pay the new adjusted **Total Monthly Repayment** on your **Monthly Repayment Day**.
- 5.10 We will always ensure that your **Total Monthly Repayment** repays at least the interest, fees and charges that have been applied to your **Account** since your last **Closing Date** plus 1.00% of the total amount outstanding on your **Account** (minimum criteria). You will be able to adjust the **Total Monthly Repayment** by adjusting your **Repayment Plans**, subject to your **Total Monthly Repayment** meeting the minimum criteria.
- 5.11 We will monitor your **Account** and may limit the number of times you are able to change one or more **Repayment Plans** if we have concerns that you are not repaying your balance (or that you are not able to repay your balance) within a reasonable period.
- 5.12 You can make repayments under this **Agreement** via a number of different payment methods. The list of available payment methods can be found [here](#) and on your monthly statement.
- 5.13 You can set up a Direct Debit in the **Mobile App**. If you set up a direct debit, we will collect the **Total Monthly Repayment** on the **Monthly Repayment Day** from an account which must be in your name. You must make sure you have sufficient funds in that account to cover the **Total Monthly Repayment**. If your **Total Monthly Repayment** is less than £1.00, we are unable to take payment via direct debit. and you will need to use another payment method.
- 5.14 All repayments made under this **Agreement** must be made in British pound sterling.

6. ALLOCATION OF YOUR REPAYMENTS

- 6.1 We will apply your **Total Monthly Repayment** first to pay any arrears and late repayment fees that you owe us.

- 6.2 If you don't have any arrears and late repayment fees on your Account, and you pay the **Total Monthly Repayment** due, we will apply it to your **Repayment Plans** as follows; firstly to the Repayment Plan which has the oldest start date and time, then to the next repayment plan with the next oldest start date and time and so on until it reaches the most recent plan.
- 6.3 If we receive less than the **Total Monthly Repayment** due on the **Monthly Repayment Day**, we will apply any repayment that you have made firstly to pay any arrears and late repayment fees (please see Condition 9 for more details) that you owe us, and then to the **Repayment Plan or Plans** that have the highest rate of interest applicable and next to the **Repayment Plan or Plans** that have the second highest rate of interest and so on. If interest is charged at the same rate on different **Repayment Plans**, we will apply your **Total Monthly Repayment** first to the **Repayment Plan** that has the oldest start date and time then to the next repayment plan with the next oldest start date and time and so on until it reaches the most recent plan

7. MISSING REPAYMENTS

- 7.1 Missing repayments by failing to make your **Total Monthly Repayment** by the **Monthly Repayment Day**, could have consequences, including incurring late repayment fees and the possibility of legal proceedings being brought against you. It may also result in credit reference agencies being notified, which could make obtaining credit in the future more difficult or more expensive. We may also sell your debt to a third party and the purchaser may take action against you, which could include obtaining a court order against you or commencing bankruptcy proceedings to recover any debt owed under this **Agreement**.
- 7.2 If you're having difficulty making payments, or if you think you're likely to struggle making payments in the future, please get in touch with us as soon as you can as we may be able to help you, by emailing us at customersupport@frasers.plus, via telephone on 0800 118 1010, or via the live-chat facility in the Mobile App.

8. INTEREST

Interest rates

- 8.1 We will always inform you what interest rate is applicable to your **Repayment Plan** every time you choose a plan and in your **Statement**.
- 8.2 For some specific **Purchases** we may offer you a **Promotional Repayment Plan** option whereby a lower interest rate will be applied. This option will be offered to you depending on several factors including, but not limited to, which **Participating Frasers Group Merchant or Participating Partner Merchant** you are buying from and which **Repayment Plan** you select for the **Purchase**. The promotional terms will be displayed in the **Mobile App** when you review and select the plan for the **Purchase** and in your **Statement**.

Transaction Type	Interest Rate
Purchases on 1 Month Repayment Plans	0% per annum.
Purchases on Promotional Repayment Plans	0% per annum.
Purchases on Repayment Plans up to 3 months from Purchase Date	0% per annum.
Purchases on Repayment Plans greater than 3 months from Purchase Date	Standard rate of 29.9% per annum.

How we calculate and apply interest to your **Account**

- 8.3 We calculate interest at the rates shown above on a daily basis from the date each **Purchase** is added to your **Account**, until the date that the outstanding balance in relation to each **Purchase** is repaid in full, but we do not charge interest on arrears. When we calculate interest, we assume you make your payment on the payment due date. When you choose a **Repayment Plan**, we will calculate and show you the total amount of interest payable in relation to that plan, so you know exactly how much you are going to pay. We work out how much interest you will have to pay on the amount of the **Purchase** over the duration of the **Repayment Plan** by reference to the number of days in the plan, starting from the date the relevant **Purchase** is added to your **Account** until the date that you are due to repay in relation to that **Purchase** in full.
- 8.4 When a **Purchase** is moved by the customer onto a new **Repayment Plan** that has a different rate of interest, the new **Repayment Plan** will calculate and apply interest at the new rate to any unpaid amounts in respect of the relevant **Purchase**:
- (i) from the date of **Purchase** when the **Purchase** is re-planned before the first **Instalment** is paid in full
 - (ii) from the billing date of the last **Instalment** that was paid in full if the first **Instalment** of the **Repayment Plan** has been paid in full.
- 8.5 We work out interest daily and apply it to your **Account** monthly in arrears on your **Closing Date**. Interest accrued each month will be collected in your next **Instalment**. We will not charge interest on any late repayment fees which are added to your **Account**. But we may charge interest on any late repayment fees that were included in any balance held by you that has been transferred to Frasers Plus from another credit product provided by us.

What is the APR?

- 8.6 The annual percentage rate (APR) is the total charge for the credit, expressed as an annual percentage of the total amount of credit used. It allows you to compare the cost of borrowing from us with other lenders. The APR at the time of this **Agreement** is made is 29.9%. With this APR, the total amount payable would be £1,378.84 on the following assumptions:
- (a) your **Credit Limit** is £1,200 and on the first day of your **Agreement** you make a **Purchase** for £1,200 and do not make any further **Purchases**;
 - (b) the credit is provided for a period of one year;
 - (c) you repay the credit in equal monthly **Instalments** over a period of one year, together with any interest accrued, starting one month after the date you make your initial **Purchase**;
 - (d) interest is charged at the rate shown in the table above and does not change for the duration of the **Agreement**;
 - (e) you do not incur any other fees or charges; and
 - (f) you do not breach the terms of your **Agreement**.

9. FEES

- 9.1 We may charge the following fees:

Transaction Type	Fee
Late repayment fee	£12 each time you do not pay your Total Monthly Repayment when it is due.
Returned payment fee	£0 returned payment fee for the first three returned payments in a calendar year and £5 thereafter.

- 9.2 We may apply a late repayment fee of £12 to your **Account** if you do not make your **Total Monthly Repayment** on or before your **Monthly Repayment Day**.
- 9.3 Any late repayment fee applied to your **Account** will be payable on the next **Monthly Repayment Day** following the late repayment fee being applied to your **Account**.
- 9.4 We won't charge you any fees if you go over your **Credit Limit**.
- 9.5 For details of how and when we might change the fees on your **Account** or the way in which any of the fees on your **Account** are charged, see Condition 24 below.

10. CLOSING YOUR ACCOUNT

- 10.1 You may end this **Agreement** at any time by contacting Frasers Group Financial Services Customer Support through the support chat in the **Mobile App** or at customersupport@frasers.plus
- 10.2 If you choose to end this **Agreement** and close your **Account**, you must:
- (a) stop using the **Account** to pay for **Purchases** immediately; and
 - (b) repay the total amount outstanding in relation to all **Repayment Plans** on your **Account** in accordance with the terms of this **Agreement**. Once your balance has been paid in full, this **Agreement** will terminate.
- 10.3 Upon termination, you will not be able to make **Purchases** using the **Account**.
- 10.4 Even if you notify us that you will terminate this **Agreement** and your **Account**, interest will continue to accrue until the total amount outstanding on your **Account** is repaid together with all interest and fees and your balance is equal to zero.
- 10.5 We can end this **Agreement** and require you to repay immediately all **Repayment Plans** and the total amount outstanding on your **Account** together with all interest and fees and/or reduce your **Credit Limit** immediately:
- (a) if we discover that our decision to lend to you or our subsequent reviews on your **Account** was based on misleading, inaccurate or incomplete information that you provided to us;
 - (b) if you have not provided us with all the personal details we require to comply with our legal obligations under data protection legislation and to fulfil this **Agreement**;
 - (c) if we reasonably suspect that the security of the **Account** (including the **Payment Instrument**) has been compromised or that you, or any third party, have used, or intend to use or the Account (including the **Payment Instrument**) in a grossly negligent manner or for fraudulent or other unlawful purposes;
 - (d) if we are required to do so under **Applicable Law** or where we believe that continued operation of or the Account (including the **Payment Instrument**) may be in breach of **Applicable Law**;

- (e) if you have repeatedly or seriously breached this **Agreement**;
 - (f) if you die, or are unable to pay your debts as they fall due, enter into a composition or other arrangement for the benefit of your creditors, or are the subject of bankruptcy or other insolvency procedure; or
 - (g) by reason of your illness, incapacity or becoming incapable of managing your own affairs.
- 10.6 Before making any demand we will follow any requirement by law.
- 10.7 We may close your **Account** by providing at least two months' written notice without any explanation.
- 10.8 We may cancel or suspend your use of your **Account** in accordance with Condition 18 and we may reduce the **Credit Limit** in accordance with Condition 19. If we take such action, you are still under an obligation to repay the total outstanding balance on all **Repayment Plans** owing on your **Account**.

11. YOUR RIGHTS

- 11.1 If you make a **Purchase** on any kind of **Repayment Plan** using your **Account**, and the cost of an individual item is more than £100 and not more than £30,000 then you may have a claim against us, the **Participating Frasers Group Merchant** or **Participating Partner Merchant** or both under section 75 of the Consumer Credit Act 1974, if the item or service is unsatisfactory, is not supplied, is supplied only in part, fails to arrive, or does not match the description given by the **Participating Frasers Group Merchant** or **Participating Partner Merchant**. However, if you have a dispute with someone else over a transaction, you must keep making payments to us while you are resolving it.
- 11.2 You also have the right to receive, on request and free of charge, at any time while you have this **Agreement** with us, a statement in the form of a table showing the details of each **Instalment** owing under the **Agreement**, the date on which each **Instalment** is due, the amount and any conditions relating to the payment of the **Instalment** and a breakdown of each **Instalment** showing how it comprises of capital, interest and any other charges. To do so, email us at customersupport@frasers.plus
- 11.3 Once you have signed this **Agreement**, you have the right under section 66A of the Consumer Credit Act 1974 to withdraw from it without giving any reason, provided you do so before the end of 14 days, beginning with the day after the day on which you received a copy of your executed **Agreement** and ending 14 days after that day. If you wish to withdraw from this **Agreement**, you must notify us by emailing us at customersupport@frasers.plus. If you do give us notice that you wish to withdraw, you must repay to us the whole amount of any credit advanced to you on your **Account**, plus any interest accrued on the balance outstanding on your **Account** within 30 calendar days of giving us notice. We will notify you without delay on request of the amount of interest payable daily on the outstanding balance on your **Account**. You can make payments to us through the **Mobile App**.

12. COMPLAINTS

- 12.1 If you have a complaint about this **Agreement**, or with anything related to the use of your **Account**, please contact us at customersupport@frasers.plus. You can also find our complaints handling procedure [here](#). If you are unable to resolve your complaint with us then you have the right to refer it to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR, website <http://financial-ombudsman.org.uk> or by telephone on 0800 023 4567.
- 12.2 The Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN is the supervisory authority under the Consumer Credit Act 1974.

13. ABOUT US AND OUR SUPERVISORY AUTHORITIES

- 13.1 Your **Account** is owned and operated by us, **FGFS** (registered office address) Express House, Petre Road, Clayton Business Park, Accrington, United Kingdom, BB5 5JB, and company number 00718151). **FGFS** is authorised and regulated by the Financial Conduct Authority (FRN 311908) as a consumer credit lender., and company number 00718151). **FGFS** is authorised and regulated by the Financial Conduct Authority (FRN 311908) as a consumer credit lender.
- 13.2 **FGFS** is further authorised as an agent of the electronic money institution **Transact Payments Limited** (incorporated and registered in Gibraltar with company number 108217 and registered office of 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA) ("**TPL**") to provide the payment services required under this **Agreement**. **FGFS** undertakes payment services on behalf of **TPL** who remains responsible for the provision of such payment services under the Financial Services (Payment Services) Regulations 2020 of Gibraltar (as amended) and other legislation applicable to the provision of the **Payment Instrument**.
- 13.3 **TPL** does not issue credit under this agreement and is not authorised by a competent authority of any jurisdiction as a lender.

14. MINIMUM AGE AND DISCLAIMER

- 14.1 By entering into this **Agreement**, you confirm that you have the capacity to do so and are 18 years of age or more, and resident in the United Kingdom.
- 14.2 We are not responsible for any tax, accounting or legal advice regarding our services, and you must rely on third party professional advisors in those fields.
- 14.3 By entering into this **Agreement**, you confirm that you have the right to reside in England, Wales, Scotland or Northern Ireland.

For and on behalf of Frasers Group Financial Services Limited



ADDITIONAL TERMS AND CONDITIONS FOR THE FRASERS PLUS ACCOUNT

15. USING YOUR ACCOUNT

- 15.1 When you make a **Purchase** using your **Account** you must authorise it before we can add it to your **Account**. You can authorise a **Purchase** by selecting 'Frasers Plus' at the online checkout and confirming the purchase in the **Mobile App**, or, by generating a QR code in the **Mobile App** and presenting it at the in-store checkout.
- 15.2 Once you have authorised a **Purchase**, you cannot cancel it. You may be able to ask for a refund in certain circumstances (see Condition 20).
- 15.3 We will treat your **Purchase** request as accepted on the business day that we received it. If the **Purchase** request is after 4pm or on a day that is not a business day, we will treat it as received on the next business day, unless we tell you otherwise.

- 15.4 Immediately after making a **Purchase**, the amount of the **Purchase** will be added to your **Account** and deducted from your **Credit Limit**.
- 15.5 We may refuse any authorisation request for a **Purchase** at any time if we believe the **Account** is not being used appropriately.
- 15.6 Prohibited Uses. You may not:
- (a) use your **Account** for any illegal purpose;
 - (b) give to or allow others to use your **Account** or your **Passcodes**;
 - (c) use your **Account** if you are bankrupt or insolvent or if you do not honestly expect to be able to make the **Total Monthly Repayments**; or
 - (d) continue to use your **Account** if you have reason to believe that someone else has unauthorised access to your **Account** and you have not reported to us to take action.
- 15.7 It is your responsibility to ensure that your **Account** is not used for any of the above prohibitive uses or in any other unlawful or dishonest manner.
- 15.8 To prevent misuse of your **Account**, you must ensure that you:
- (a) never give out your **Passcodes**;
 - (b) keep your mobile phone secure at all times by using the locking functions;
 - (c) do not let anyone else use the **Mobile App** while you are logged in;
 - (d) keep your **Passcodes** secure at all times by memorising the **Passcodes**, not writing down the **Passcodes** for others to find and not telling others your **Passcode**;
 - (e) do not choose a **Passcode** which can be easily guessed, associated with your name, home address or telephone number;
 - (f) take care not to allow others to see your **Passcodes** when you are entering them into the **Mobile App**; and
 - (g) contact us immediately using details at customersupport@frasers.plus if you reasonably believe there has been unauthorised use of, or access to, your **Account**.
- 15.9 When you sell or transfer ownership of your mobile phone where our **Mobile App** is installed, you must first delete the **Mobile App** from your mobile phone before you sell or transfer ownership.
- 15.10 You must notify us immediately in the **Mobile App** or by emailing us at customersupport@frasers.plus if you think that your **Account** or **Passcodes** may have been, or could be, used by someone else or fraudulently.
- 15.11 You agree to cooperate with our agents, any supervisory authority, the police and us if we suspect fraudulent use of your **Account** (including the **Payment Instrument**).
- 15.12 If we can prove that you have acted fraudulently or with gross negligence or intent by failing to notify us that your **Account** may have been, or could be, compromised, or failing to keep your security information related to the **Mobile App** safe, or otherwise breaching this **Agreement**, then we may hold you liable for all resulting losses to the extent permitted by law.

- 15.13 If you allow someone else to use your **Account**, you will be liable for all **Purchases** they make until you tell us that the **Account** may have been misused. You will not be liable for (and we will refund) any other **Purchases** not authorised by you. We will refund the unauthorised **Purchase** as soon as practicable, and in any event no later than the end of the next business day starting on which you have informed us about the unauthorised **Purchase**. In the event that the amounts refunded to your **Account** are greater than the balance outstanding on your **Account**, we will pay the positive balance directly to your personal account.

Account Maintenance

- 15.14 For operational reasons, we may update or change the **Mobile App** at any time without notice or liability to you.

16. STATEMENTS

- 16.1 We will provide you with a **Statement** each month on the **Closing Date**. Your **Statement** will set out all movements on your **Account** since the previous **Closing Date** or since the date you opened your **Account** (as applicable). Your **Statement** will include:

- (a) the total amount of **Purchases** made using your **Account** during the **Statement** period;
- (b) the **Instalments** due under each active **Repayment Plan** you have on your **Account** and the remaining duration of each **Repayment Plan**;
- (c) the interest rates applicable to each **Repayment Plan**, including any **Promotional Repayment Plan** plans;
- (d) the interest charged broken down for each **Repayment Plan**;
- (e) any fees charged;
- (f) your **Total Monthly Repayment**; and
- (g) any other information that we think might help you manage your **Account**.

- 16.2 If you have a zero balance and your **Account** has not been used since your last **Closing Date**, we won't provide a **Statement** until after the next time your **Account** has been used.

- 16.3 Always check the accuracy of your **Statements** and contact Frasers Group Financial Services as soon as possible through the support chat in the **Mobile App** or at customersupport@frasers.plus if you have any questions or concerns. If you need more information about inaccuracies or unexpected transactions found on your **Statement**, you must inform us immediately. Upon our request, you agree to promptly provide us with written confirmation of your question or concern and any other information we may reasonably require to investigate the issue.

17. TRANSACTIONS IN A FOREIGN CURRENCY

- 17.1 It is not possible to make non-sterling transactions using your **Account**.

18. OUR RIGHT TO LIMIT THE USE OF YOUR ACCOUNT

- 18.1 We may refuse to authorise a **Purchase**, cancel or suspend your right to use your **Account** (and/or **Payment Instrument**) at any time, either temporarily or permanently, where we have a good reason for doing so, for example, where we reasonably believe that:

- (a) the security of your **Account** has been compromised;

- (b) your **Account** has become a **Dormant Account**;
 - (c) there has been suspected or actual unauthorised or fraudulent use of the **Account**; or
 - (d) you will not repay us.
- 18.2 We will notify you in advance that we are cancelling or suspending your right to use your **Account** (and/or **Payment Instrument**) and the reason for taking this action (unless the law prevents us from doing so or it might prejudice the administration of justice). If we are unable to notify you in advance, we will inform you immediately after we have cancelled or suspended your right to use your **Account**. We are not responsible if a **Participating Frasers Group Merchant** or **Participating Partner Merchant** refuses to accept payment using your **Account**.
- 18.3 This **Agreement** will continue if we cancel or suspend your right to use your **Account** (and/or **Payment Instrument**) and we will not be liable for any loss or damage you may suffer as result of the cancellation or suspension.
- 18.4 We may refuse to process a **Purchase**:
- (a) if there is a threat to the security of your **Account**;
 - (b) if you have exceeded or are expected to exceed your **Credit Limit**;
 - (c) for any legal, regulatory or fraud prevention purposes that we are required to carry out or we reasonably deem necessary;
 - (d) if there is unusual activity compared to your normal pattern of making **Purchases**;
 - (e) if we suspect fraud, illegal activity, reasonably inappropriate use of your **Account** or that if we process a **Purchase**, it may result in increased credit risk; or
 - (f) for operational reasons that may impact us as a business or our other customers.

In the event that we don't notify you on the **Mobile App**, you can contact us through the support chat in the **Mobile App** or at customersupport@frasers.plus to enquire about why we refused to process a **Purchase**.

19. CHANGE IN YOUR CREDIT LIMIT

- 19.1 We will keep your **Credit Limit** under review throughout the term of this **Agreement**. You may reduce your **Credit Limit** at any time by providing us with notice in writing to customersupport@frasers.plus. In addition to our rights in Condition 10.5 to reduce your **Credit Limit**, we may reduce your **Credit Limit** based on an assessment of risk or your ability to repay if we think it is the right thing to do as a responsible lender, or if your **Account** becomes a **Dormant Account**, and we have the right to not give you any notice beforehand if we think this would not be appropriate. We may, however, choose to give you up to seven days' notice. We won't reduce your **Credit Limit** to less than your total outstanding balance, plus any **Purchases** authorised but not yet applied to your **Account**.
- 19.2 You can also tell us not to increase your **Credit Limit** at any time in the future or tell us at any time if you want to reduce your **Credit Limit**. You can also tell us if you do not want to receive offers of credit limit increases. We won't increase your **Credit Limit** if we do not think you can afford to make the **Total Monthly Repayments**.

20. DISPUTED PURCHASES AND REFUNDS

- 20.1 If the **Account** has been used to make a **Purchase**, we will assume the **Purchase** has been authorised by you. It is important you tell us immediately if you do not think a **Purchase** charged to your **Account** was made by you.

- 20.2 You can apply for a refund by contacting the relevant **Participating Frasers Group Merchant** or **Participating Partner Merchant** directly.
- 20.3 Where any refund is due to you, it will be made immediately and, in any event, by the end of the next business day following the day on which we became aware of the unauthorised transaction (unless there are reasonable grounds to suspect fraudulent behaviour by you). However, if, following investigation, there are reasonable grounds to believe that a refund was not in fact due to you for any reason, or that you have been refunded too much, that previous refund may be reversed and you may be liable to pay back any loss we suffer from your use of your **Account**.
- 20.4 In the event of a non-executed or defectively executed **Purchase**, we will make immediate efforts to trace the **Purchase** and will notify you of the outcome. We will not charge you for such efforts. In the event that we are liable for such **Purchase**, we will refund the amount, together with the amount of any resulting charges to which you may be subject, without undue delay.
- 20.5 You will not be entitled to a refund if we or the **Participating Frasers Group Merchant** or **Participating Partner Merchant** has told you the amount of the transaction at least 4 weeks before your payment is due to us and you consented to us authorising the transaction either directly or via the **Mobile App**.
- 20.6 You can't ask for a refund if we or the **Participating Frasers Group Merchant** or **Participating Partner Merchant** have provided you with information about the **Purchase** for at least 4 weeks before your **Monthly Repayment Day** and you notified your authorisation for the **Purchase** directly to us via the **Mobile App**.
- 20.7 When we refund a payment we'll also refund any related interest.
- 20.8 We'll only credit a refund of any other **Purchase** that you've authorised if the **Participating Frasers Group Merchant** or **Participating Partner Merchant** asks us to. We will treat any such refund as a payment to your **Account**. If the **Participating Frasers Group Merchant** or **Participating Partner Merchant** notifies us of a refund in respect of any **Purchase**, we will apply the refund to the relevant **Repayment Plan**, and automatically reduce the **Instalments** accordingly, if it is a full refund in respect of any **Purchase**, we will cancel the relevant **Repayment Plan**. You can also adjust your **Repayment Plans** as set out in Condition 5.

21. PAYMENT DISPUTES

- 21.1 Unless you have a legal right to do so, your claim against a **Participating Frasers Group Merchant** or **Participating Partner Merchant** cannot be used as a reason for not making repayments to us.
- 21.2 If you dispute a **Purchase** that you have authorised and which has been processed, you should settle this with the person you bought the goods or services from; we are not responsible for the quality, safety, legality or any other aspect of goods or services purchased.
- 21.3 If your dispute with a **Participating Frasers Group Merchant** or **Participating Partner Merchant** relating to a **Purchase** cannot be resolved you should contact us at customersupport@frasers.plus, and we will attempt to assist you as far as is reasonably practicable.

22. MOBILE APP ACCESS AND SECURITY

- 22.1 For security reasons, we may deactivate any or all of your **Passcodes** at any time.
- 22.2 If fraud detection systems highlight suspicious spending patterns, we may contact you if suspicious transactions appear on your **Account**. We may also pass details to fraud prevention agencies to prevent fraud and money laundering.

- 22.3 The **Mobile App** is only supported on devices where the operating system has not been modified, or jailbroken, or configured to allow software installation from sources other than those approved by Frasers Group Financial Services (including the Apple App Store and Google Play). Use of the **Mobile App** on such a device is at your risk and we cannot be held responsible for any financial loss or loss of data or information.

23. LIMITATION OF LIABILITY

- 23.1 We will not be liable for any loss you suffer as a consequence of any failure or delay in providing our service caused by strikes, industrial action, failure of power supplies or computer equipment, or other unusual or unforeseeable causes beyond our reasonable control.
- 23.2 We provide your **Account** for personal use only. By entering into this **Agreement**, you agree that you will not use your **Account** for business purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity if you use the **Account** for business purposes.
- 23.3 We will not be liable for any use of the **Payment Instrument** or use of your **Account** which is contrary to this **Agreement**.
- 23.4 Nothing in this **Agreement** shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

24. CHANGES TO THIS AGREEMENT

- 24.1 As this **Agreement** has no fixed end date, we cannot predict all of the reasons which could mean that we might change the way that we calculate interest, the interest rate/fees or other terms, but we have set out specific reasons why we might do so below. Any change we make will be reasonably proportionate to the impact of the underlying change on us. We will not make changes to cover the same cost twice, and we will always ensure that:
- (a) we have a valid reason for making the change (even if it is not one of the reasons set out below);
 - (b) we will tell you about the change before we make it; and
 - (c) we will let you end the **Agreement** without charge if you do not want to accept the change.
- 24.2 We may make changes to this **Agreement**, including to the interest rate(s) that apply to your **Account** for any of the following reasons:
- (d) if the change is favourable to you or makes the terms easier to understand;
 - (e) if our costs for providing your **Account** (including how much we have to pay to borrow funds to lend to you when you use it) have increased or we expect them to;
 - (f) if we are introducing a new service, feature or benefit with your **Account**;
 - (g) to reflect changes in the banking and financial system, technology or the systems used to run your **Account**;
 - (h) if we have a good reason to think that your personal circumstances have changed, such as your credit risk (which may be based on our assessment of your **Account** or by reference to external credit reference data), which means there is a greater risk that you will not be able to repay us; or

- (i) to reflect a change in law, regulation or industry codes of practice (including where we have a good reason to expect a change) or to reflect a decision by a court, regulator or the Financial Ombudsman Service.
- 24.3 If we make a change to the way that we calculate and/or apply the interest rate, the change will only affect new **Repayment Plans** and any changes you make to **Repayment Plans**.
- 24.4 Except for as set out in 24.5 below, we will give you at least 30 days' written notice of a change, unless the change is not to your disadvantage, when we may give you less notice
- 24.5 If the change being made relates to the payment services which we provide (for example, using the Payment Instrument), we will give you at least two months' notice of the change. If you do not agree with these changes to the Agreement, you may at any time within the 2-month notice period terminate your Agreement. You will be deemed to have accepted any change to this Agreement unless you notify us before the proposed date of the change. The way that we will provide this notice to you is set out at clause 26 below.
- 24.6 If we are increasing the interest rate applicable to new or changed **Repayment Plans** on your **Account** and you don't want to accept the new rate, you can tell us this within 60 days of us notifying you of the change, and you can repay what you owe us with a view to closing your **Account**, but you will no longer be able to use it.
- 24.7 If any part of this **Agreement** is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

25. PERSONAL INFORMATION

- 25.1 The uses and our collection, handling and storage of your personal information (set out in our Credit Privacy Policy together with **TPL's** Privacy Policy available [here](#)) is always in accordance with law and the provisions of the Data Protection Act 2018. By agreeing to our terms and conditions, you are agreeing to the way in which we collect, store, process and use your personal data, as described in our Privacy Policy referenced before.
- 25.2 Credit reference agencies may disclose to us public information such as court judgments and bankruptcies listed against your name, as well as pertinent electoral register and fraud prevention information.
- 25.3 If we make a formal demand for repayment of the amounts outstanding on your **Account** and you do not make full repayment within the time limit specified to you, we may disclose this to credit reference agencies we work with, who will record the outstanding debt. This may adversely affect any future credit you may apply for. Records shared with credit reference agencies will remain on file for six years.
- 25.4 We may use your geo-location data or information about operating devices you use with our services to prevent and detect fraud. For example, we may verify whether your payments are originating from your country of residence.

26. NOTICES

- 26.1 You must provide us with your contact details (email address, mailing address and telephone number) so that we can manage and protect your **Account** and communicate with you safely and quickly.
- 26.2 This **Account** is operated via the **Mobile App**, and you therefore consent to our making your **Statements**, and other notices (for example notices of variation, notices of sums in arrears and

notices of default sums) available to you electronically in a printable and/or downloadable format via the **Mobile App** or by sending them to the most recent email address we have for you.

- 26.3 We will tell you that there are new notices for you to read in the **Mobile App** by using push notifications. We will also use push notifications to notify you of other important information about your **Account**, such as upcoming payments that are due and **Credit Limit** changes.
- 26.4 You will be able to opt in or out of receiving push notifications from the **Mobile App** by going to “user profile”. If you do not have push notifications from the **Mobile App** enabled on your phone, all communications will be sent to you by email.
- 26.5 If we send **Statements** and other notices by post, we will send them to the most recent postal address we have for you.
- 26.6 You must tell us about any changes to your contact details. You can do this in the **Mobile App**. We will not be responsible if you do not receive a communication because you have not provided us with your most up to date contact details.

27. GENERAL

- 27.1 It is hereby declared that the foregoing conditions and sub conditions of this **Agreement** shall be read and construed independently of each other. Should any part of this **Agreement** or its conditions or sub conditions be found invalid it shall not affect the remaining conditions and sub conditions, which shall continue in full force and effect.
- 27.2 Using the **Mobile App**, we shall at all times keep a proper record of the amounts owing under this **Agreement** and all payments made by **you** and whether such payments are towards the principal sum or interest.
- 27.3 Using the **Mobile App**, our record of all payments made and due under this **Agreement** shall be used as evidence in any dispute and will be taken to be true and accurate unless clearly erroneous.
- 27.4 Failure or delay by us to enforce our rights under this **Agreement** is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.
- 27.5 You may not have any other users on your **Account** and nor are joint accounts permitted.
- 27.6 You may have to pay other taxes or costs in relation to this **Agreement** that are not imposed or paid through us.
- 27.7 This **Agreement** sets out the entire **Agreement** and understanding of the parties in relation to its subject matter and is in substitution of any previous written or oral **Agreement** between the parties.
- 27.8 This **Agreement** is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of this **Agreement**.
- 27.9 We may transfer our obligations and rights under this **Agreement** to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under this **Agreement** will not be affected and our obligations under this **Agreement** will be transferred to the third party who will remain bound by them. You may not transfer your obligations and rights under this **Agreement**.
- 27.10 Reference to any statutory provision in this **Agreement** shall include any statutory provision, which amends or replaces it.
- 27.11 Headings in this **Agreement** are inserted for the purpose of convenience and shall not affect the construction or interpretation of this **Agreement**.

28. JURISDICTION

- 28.1 This **Agreement** shall be construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

29. MISCELLANEOUS

- 29.1 If any provision of this **Agreement** is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 29.2 You will remain liable until all **Payment Instruments** issued to you are cancelled or have expired, your Account is closed and all sums due under this **Agreement** have been paid by you in full.