The Basics

1. The Revolut API Platform

Welcome to the Revolut Developer Platform! Revolut Technologies Singapore Pte Ltd and its affiliates (**Revolut, we, our** or **us**) have created these Developer Terms and Conditions (these **Terms**) so that developers like you can enjoy the benefits of our Developer Platform while protecting both Revolut's and its users' rights.

These Terms govern your access to and use of our APIs, SDKs, app keys and access tokens, and developer webpages and documentation (**Documentation**) (collectively, the **Developer Platform**). The Developer Platform is designed to allow you to integrate your new and existing applications, products and services (**Your Product**) with Revolut's own applications, products and services (collectively, the **Revolut Service**), through integrations via the Developer Platform (**Your Integration**).

By clicking on **I agree** (or a similar box or button) or using the Developer Platform, you agree to be bound by these Terms. In these Terms, you are referred to as the **Developer, your** or **you**. **Developer, your** or **you**, also means:

- your company if you are agreeing to these Terms on behalf of your company; and
- the Ultimate Recipient if you are providing application development services or are
 otherwise acting as a connector to a third party (the Ultimate Recipient) that will receive or
 otherwise benefit from any data, content or information of a user, including where such data
 is aggregated by you across more than one user (User Data) obtained through the Developer
 Platform (i.e., you are a Connector), you represent that you are acting as an agent of the
 Ultimate Recipient and you have the authority to bind the Ultimate Recipient to these Terms.

You will procure that any third party subcontractor that you use complies with these Terms.

2. Registration

To access the Developer Platform, you must follow the registration process established by Revolut. Revolut may approve or deny access to the Developer Platform in its sole discretion. When you register, you may be subject to Revolut's <u>Business Terms of Service</u> and <u>Privacy</u> <u>Policy</u>, as well as any additional registration terms specified by Revolut. You cannot develop any Integrations or associated services that are in contravention of the <u>Revolut Personal Terms</u>.

Using the API

Subject to these Terms, you may use the Developer Platform solely to enable Your Product to access or interface with the Revolut Service and as set forth in these Terms (your **Use Rights**). Your use must be as permitted in our Documentation and is subject to call, usage and other limits as described in the Documentation (as may be modified from time to time, and which are incorporated into these Terms) or as we otherwise notify you. All of your rights are non-assignable, non-transferable, and non-sublicensable.

Unless otherwise specified in these Terms, your use within these Use Rights must not exceed the Revolut API limits and Revolut customer limits set forth in the Documentation. Revolut reserves the right to change this arrangement with prior notice to you.

If you are a Connector, you are only permitted to pass through any User Data to the Ultimate Recipient on behalf of which you are connecting to the Developer Platform.

If you subcontract the development of Your Product, You will procure that any third party subcontractor engaged by you is only passing through any User Data to you. Such subcontractors shall have no other use rights.

You agree not to use, nor permit any third party to use the Developer Platform in a manner that violates any applicable law, regulation or these Terms.

If you are unsure whether your intended use case(s) comply with these Terms, please reach out to business-partners@revolut.com before investing time and resources into building Your Product's integration with Revolut. Revolut reserves the rights to modify or amend this policy, in its sole discretion, at any time.

4. Support and Modification

While we may provide you with support or modifications for the Developer Platform, we are not obligated to do so and have no obligation to fix or respond to errors you may encounter. In our discretion and without liability to you, or with prior notice, we may add, remove or modify any features of the Developer Platform; impose additional eligibility requirements or restrictions for access to the Developer Platform; or discontinue the Developer Platform.

5. Branding and Publicity

<u>a. Brand Features</u>

Brand Features means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. You may not use Revolut Brand Features without Revolut's prior written consent. You give consent to Revolut to use your Brand Features within its app so that users can access Your Integration. You agree to provide Revolut with appropriate Brand Features for this purpose.

<u>b. Publicity</u>

You may promote Your Integration, including talking to traditional and online media and your users about Your Integration, but you may not issue any formal press release via traditional or online media referring to Revolut without Revolut's prior written consent. You may not make any legal representations, guarantees or warranties on behalf of Revolut or with respect to the Developer Platform or the Revolut Service. If you become aware that any public-facing articles are being developed by independent publications or authors connecting Your Integration to Revolut, you agree to immediately inform Revolut at media@revolut.com.

Revolut may publicly refer to you, orally or in writing, as a user of the Developer Platform. We may also publish your Brand Features (with or without a link to Your Product) on our websites, in press releases, and in promotional materials without your prior consent.

Our rights

6. Your Responsibilities

<u>a. User Relationships</u>

Any user's access or use of the Revolut Service itself is subject to Revolut's Personal Terms or other applicable terms agreed by Revolut with the user, not Your Terms. Your Product must include your own legally binding terms of use and privacy policy (**Your Terms**) that are publicly available to your third-party users. If a user of the Revolut Service allows Your Product to retrieve any User Data from the Revolut Service, you must (1) access only the minimum data fields Your Product needs to work properly, as permitted by the user and (2) ensure the User Data is collected, processed, transmitted, maintained and used in accordance with Your Terms, all Laws (defined below) and reasonable measures that protect the privacy and security of the User Data, including at a minimum:

- ensuring that any Revolut data held in your systems is stored in a secure way;
- in the event of any breach of security or possible breach of security which has the potential to expose information such as Revolut customer data, public/private key certificates, tokens or other sensitive details, you must immediately advise Revolut by emailing security@revolut.com.
- highly sensitive data such as signing certificates used to sign requests should be stored in a secure manner where access is strictly controlled and not publicly accessed (such as being stored within the web root);
- ensuring access control mechanisms exist for your operational staff, and appropriate policies are set about appropriate use of data;
- not using shared hosts, as there's a chance that other users will be able to access your Revolut API credentials and access the API, or that they will be able to access the data once it arrives in your database;
- at a minimum, using TLS for application logins, though it is recommended all logged in pages are secured with TLS; and
- adhering to and publishing a privacy policy which can be accessed from your website.

Without limiting the foregoing, Your Terms must contain clear and legally adequate disclosures about the nature of Your Product's integration with Revolut and the User Data you are collecting and how you may use it.

<u>b. Be a team player</u>

We hope our Developer Platform will allow you to bring something awesome to our users. However, to do this, we need your cooperation on a few things. You agree not to use, nor allow any third party to use, the Developer Platform to:

- submit to the Developer Platform or Revolut Service any viruses, worms, defects, Trojan horses, malware or any items of a destructive nature;
- defame, abuse, harass, stalk or threaten others, promote unlawful activities or send disruptive or offensive messages or advertisements;
- try to exceed or circumvent limitations on calls and use;
- create multiple versions of Your Integration that access the Developer Platform for the same or similar usages (e.g. creating customer-specific versions of Your Integration);
- copy, reformat, reverse-engineer, or otherwise modify the Developer Platform, access credentials, or our website or content;
- download, scrape, post or transmit (in any form or means) any part of our website or content;
- sublicense Revolut APIs for use by a third party;
- use User Data to assist with any unsolicited marketing communication (electronic or otherwise) to any person;
- resell (for a fee, or any other commercial benefit) any User Data (for clarity, as used in this Section 6.b., "resell" does not include your charging subscription fees for access to Your Product, generally);
- transfer any User Data, in the form provided through the Developer Platform, to any third party;
- permit any third party to use any User Data, for any purpose not directly related to your advertised service offering, including but not limited to the on-sale of transactional bank feed data or any revenue generating product or services;
- create an API or similar function designed to help you enhance your websites and/or Your Product that functions substantially the same as any of our APIs and offer it for use by third parties; or
- access the Developer Platform for competitive purposes (including to connect to a competitive product or to create your own competitive product) or publicly disseminate performance information or analysis (including uptime, response time and/or benchmarks) relating to the Revolut APIs.

c. Your Representations and Indemnity

You are solely responsible for your use of the Developer Platform, Your Product and any data or content that you use with the Developer Platform.

You represent and warrant that (a) you have full power and authority to enter into and perform these Terms; (b) your use of the Developer Platform and Your Product will not violate any third party rights (including intellectual property rights and rights of privacy or publicity) or any laws, rules, regulations or orders, including those relating to data privacy, data transfer, international communications and the export of technical or personal data (Laws); (c) all information you provide to Revolut is and will be true, accurate, and complete; and (d) you will not interfere with Revolut's business practices, the way in which it offers the Revolut Service or the Developer Platform or any third party products or networks used with the Developer Platform. You will indemnify, defend (at Revolut's request) and hold harmless Revolut and its affiliates and their respective directors, officers, employees, agents, contractors, end users and licensees from and against any claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from (i) your use of the Developer Platform, (ii) Your Integration and your relationships or interactions with any users or third party distributors of Your Integration, or (iii) your breach or alleged breach of these Terms. Revolut may at its own expense participate in the defense and settlement of any claim with its own counsel, and you may not settle a claim without Revolut's prior written consent (not to be unreasonably withheld).

7. Disclaimer of Warranties

The Developer Platform, Revolut Service and all other Revolut Materials (defined below) are provided "as is" and "with all faults". Revolut and its third party licensors disclaim all representations, warranties and guarantees, whether express, implied or statutory, including implied warranties of merchantability, title, non-infringement and fitness for any purpose. Revolut makes no representation, warranty or guarantee (a) related to reliability, accuracy, or completeness of the Developer Platform or any Revolut Materials, (b) that Revolut will continue to offer the Developer Platform or (c) that use of any Revolut Materials will be secure, timely, uninterrupted, error-free or meet partner's requirements or expectations. You may have other statutory rights, in which case the disclaimers above will apply to the full extent permitted by law.

8. Limitation of Liabilities

To the maximum extent permitted by law: (a) Revolut will not be liable for any loss of use, lost or inaccurate data, failure of security mechanisms, interruption of business, costs of delay or any indirect, consequential, special, exemplary, punitive, or other liability related to the revolut materials or otherwise under these terms, whether in contract, tort or any other legal theory; and (b) in any event Revolut's entire aggregate liability under these terms will be limited to the greater of (1) the amount you paid us (if any) to use the Developer Platform in the twelve (12) months preceding the claim or (2) one thousand pounds (£1000) (or the equivalent in Singapore Dollars). You acknowledge and agree that this section 8 reflects a reasonable allocation of risk and that Revolut would not enter into these terms without these liability limitations. This section 8 will survive notwithstanding any limited remedy's failure of essential purpose.

9. Intellectual Property Rights and Additional Terms

a. Revolut Independent Development and Patent Issues

You understand and acknowledge that Revolut may be independently creating (or may receive from third parties) features, applications, content, or other products or services that may be similar to or competitive with Your Product, and nothing in these Terms will be construed as restricting or preventing Revolut from doing so. In addition, in order to allow others to benefit from the Developer Platform, you agree not to assert (or assist or encourage anyone in asserting) any patent claims against Revolut (or its users, customers partners or developers, or Revolut's or their respective successors, assigns) where such patent claim relates to the integration, combination or interface of any applications, products or services with the Revolut Service or our other products or services.

b. Developer Exception to Privacy Policy

Revolut may reveal personal information about developers for attribution purposes, handling inquiries from users or potential users, and other purposes Revolut reasonably deems necessary under these Terms. You understand and agree that Revolut may access, preserve, and disclose your personal information and your developer account details if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to comply with legal process or to protect the rights, property, or safety of Revolut, its affiliates or partners, its users, or the general public.

<u>c. Revolut's Rights</u>

As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and the Developer Platform, Revolut Service, Revolut's Brand Features, our other products and services, and all related technology, websites and content, and any modifications or derivative works of the foregoing (collectively, the Revolut Materials). Except for the limited use right expressly granted to you under these Terms, Revolut does not grant you any right, title, or interest in the Revolut Materials. If you provide us with any suggestions, comments or other feedback relating to the Revolut Materials (Feedback), you grant us a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify, sublicense (through multiple tiers) and otherwise exploit the Feedback (including any ideas, concepts, methods, know-how or techniques embodied in Feedback) for any purpose, without any restriction or obligation to you based on intellectual property rights or otherwise.

d. Your Integration

You retain ownership of any intellectual property rights in Your Integration, subject to Revolut's rights in any underlying Revolut Materials. You agree to provide us with a reasonable number of copies of or other access to Your Integration. During the term of these Terms you hereby grant to us a paid-up, royalty-free, non-exclusive, worldwide, irrevocable, right and license, under all of your intellectual property rights, to: (a) use, perform, and display Your Integration and its content for purposes of our internal testing purposes (including security testing) and for marketing, demonstrating, and making your Integration available to users; and (b) link to and direct users to Your Product and Your Integration. Following the termination of these Terms and upon written request from you, Revolut will make commercially reasonable efforts, as determined in its sole discretion, to remove all references and links to Your Integration from Revolut's website and the

Revolut Service. Revolut has no other obligation to delete copies of, references to, or links to Your Product.

10. Confidential Information

a. Revolut Confidential Information

Revolut may provide certain information to you that is confidential or proprietary (**Revolut Confidential Information**). Revolut Confidential Information consists of (a) your access keys or logins for the Developer Platform, any non-public elements of the Developer Platform or any pre-release information about the Revolut Service and (b) anything identified or marked as "Confidential" or "Proprietary" or that you should reasonably understand to be confidential or proprietary under the circumstances. You may use Revolut Confidential Information only for the purposes of these Terms. You may not disclose any Revolut Confidential Information to third parties, other than your employees, agents and advisors with a need to know and for whom you agree to remain responsible under these Terms.

b. Your Confidential Information

You should not disclose any information to Revolut that you consider to be confidential. To avoid any potential confusion, you agree that any unsolicited information you provide to Revolut in relation to the Developer Platform will be non-confidential and that Revolut may use it under the same terms as for Feedback above. However, this Section 10.b does not apply to the extent you have entered into a separate non-disclosure agreement ("**NDA**") or other confidentiality terms with Revolut addressing your confidential information in relation to the Developer Platform.

Legal bits and pieces

<u>11. Term and Termination</u>

These Terms remain in effect until terminated. You may terminate these Terms at any time by ceasing all use of the Developer Platform and notifying Revolut. We may terminate these Terms for any reason or any reason upon ten (10) days' notice to you. In addition, we may suspend or terminate these Terms (or your use of all or any of the Developer Platform) immediately if we believe you have violated these Terms or any Revolut Personal Terms, if we believe the use of Your Integration with the Developer Platform is not in our or our users' best interests, if we cease to offer the Developer Platform or as required by Laws. Upon termination of these Terms: all rights and licenses granted to you will terminate immediately and you must stop using all Revolut Materials (unless you have a separate right to use them under another agreement with Revolut);

neither party is liable to the other party just because the agreement has been terminated; you must permanently delete all Revolut Confidential Information and any other data which you stored pursuant to your use of the Developer Platform (other than User Data you have received and are using in accordance with Section 6.a) and, at Revolut's request, you will confirm such destruction; and

Sections 6 (Your Responsibilities) through 14 (General) will survive.

12. Modification to Terms

We may modify these Terms or any additional terms that apply to the Developer Platform. We'll post notice of modifications to these Terms or the additional terms within the documentation for the Developer Platform. Changes are effective fourteen (14) days after they are posted. However, changes specific to new functionality for the Developer Platform, changes made for legal reasons, and any changes to our Documentation or referenced policies will be effective immediately. You may be required to accept the modified Terms in order to continue using the Developer Platform, and in any event you agree that your continued use of the Developer Platform after the changes become effective constitutes acceptance of the modified terms.

13. Financial services licences

If you use the Developer Platform and provide a financial service or product, you are prohibited from using the Developer Platform unless you obtain Revolut's written consent to each financial services use case ("**Valid Permission**"). Further, you represent, warrant and covenant on a continuing basis that you:

- have obtained Valid Permission from Revolut for each Financial Services use case relating to Your Product;
- will not use the Developer Platform for generating a lead for another financial service provider, for populating, informing, or distributing enquiries or applications for another financial services provider.
- will not act as an aggregator/distributor of above mentioned leads, enquiries, or applications populated with Revolut subscription data or in any other way facilitated by the Revolut API;
- will not use the Developer Platform for development or enablement of a price comparison tool for financial services;
- will not imply, directly or otherwise, that Revolut endorses, underwrites, brokers or makes any warranties or commitments around financial services;
- will comply with all Laws pertaining to the provision of financial services; and
- will immediately notify Revolut of any additional intended financial services use cases for Your Product (whether new or existing applications), and obtain Valid Approval for those new use cases prior to implementing them. For the avoidance of doubt, Valid Approvals extend solely to use cases specified at the time Valid Approval is obtained.

14. General

<u>a. Miscellaneous</u>

Except as set forth in Section 2 (Registration) regarding the Revolut Personal Terms, these Terms constitute the entire agreement between Revolut and you with respect to the subject matter in these Terms, and they supersede any and all prior proposals (oral and written), understandings, representations and other communications between you and us. They do not create any third party beneficiary rights.

If you do not comply with these Terms, and Revolut does not take action right away, this does not mean that Revolut is giving up any rights that it may have (such as taking action in the future). If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

In these Terms, "including" (and similar terms) are to be construed without limitation, and headings are for convenience only. You may not assign these Terms, in whole or in part, without Revolut's prior written consent, and any assignment without such consent is null and void. Revolut may assign, transfer or delegate these Terms in its discretion.

You acknowledge that your breach of these Terms may cause irreparable harm to Revolut, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which Revolut may be legally entitled, Revolut will have the right to seek immediate injunctive relief in the event of a breach of these Terms by you or any of your officers, employees, consultants, or other agents.

b. Governing Law and Jurisdiction

These Terms and all rights and obligations contained herein shall be governed by the laws of Singapore. Both parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore.