The basics

1. Revolut Business API Agreement

This Revolut Business API Agreement (**API Agreement**) governs access to and use of Revolut Bank New Zealand Limited (NZBN 9429048733212) (**Revolut**, **we**, **our** or **us**) application programming interfaces (**APIs**), Software Development Kits (**SDKs**), app keys and access tokens, and developer webpages and other documentation (**Documentation**) (collectively, the **Developer Platform**).
This API Agreement, the Business Terms, Business Fees and Charges Section, Website Terms and other conditions notified to you from time to time form a legal agreement (**agreement**) between the Business and us which governs our provision of the Developer Platform to you.
Capitalised terms used in this API Agreement are incorporated from our Business Terms.
By registering and using the Developer Platform, the Business agrees to be bound by this API Agreement.
If the Business is 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 the Business across more than one user (**User Data**) obtained through the Developer Platform (i.e. the Business is a **Connector**), the Business warrants and represents that the Business:

- is acting as an agent of the Ultimate Recipient;
- is authorised to act on behalf of the Ultimate Recipient and has the authority to bind the Ultimate Recipient to this API Agreement, which the Business agrees to provide to us if requested.

The Business agrees that it will procure that any third party subcontractor the Business uses complies with this API Agreement.

Using the API

2. What is the Developer Platform?

The Developer Platform is designed to allow the Business to integrate its new and existing applications, products and services (the **Business Product**) with Revolut's applications, products and services (collectively, the **Revolut Services**), through integrations via the Developer Platform (the **Business Integration**).

3. Registration

To access the Developer Platform, the Business must follow our registration process. We may approve or deny access to the Developer Platform at our sole discretion.
The Business must not develop any Integrations or associated services that are in contravention of the Revolut Personal Terms.

4. Business Use Rights

Subject to this API Agreement, the Business must use the Developer Platform solely to enable the Business to access or interface with the Revolut Service in accordance with this API Agreement (**Business Use Rights**). The use of the Revolut Services by the Business through the Developer Platform is only permitted to the extent that its use is consistent with the Documentation or as we have otherwise notified the Business, from time to time. The rights of the Business under the Documentation are not assignable, transferable nor can they be sub-licensed.
Unless otherwise specified in this API Agreement, the Business 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 the Business is a Connector, the Business is only permitted to transfer User Data to the Ultimate Recipient in connection with the Developer Platform.
If the Business subcontracts the development of the Business Product, the Business will procure that any third party subcontractor engaged by the Business is only transferring User Data to the Business. Such subcontractors shall have no other use rights.
The Business agrees not to use or permit any third party to use the Developer Platform in a manner that violates any applicable law, regulation or this API Agreement.
If you are unsure whether the intended use case(s) of the Business comply with this API Agreement, please reach out to business-partners@revolut.com before investing time and resources into building the Business Product integration with Revolut.

5. Support and Modification

While we may provide the Business 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 the Business may encounter, 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
- suspend or discontinue the Developer Platform.

6. Branding and Publicity

Brand Features
"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party.
The Business must not use our Brand Features without our prior written consent and agrees:

- that we may use the Brand Features of the Business within our applications so that users can access the Business Integration; and
- for the purposes required under (a) above, to provide us with the appropriate Brand Features upon our request.

Publicity
The Business may promote its Business Integration, including talking to traditional and online media and your users about the Business Integration, but the Business may not issue any formal press release via traditional or online media referring to Revolut without our prior written consent.
The Business must not make any legal representations, guarantees or warranties on behalf of Revolut or with respect to the Developer Platform or the Revolut Service. If the Business becomes aware that any public-facing articles are being developed by independent publications or authors connecting the Business Integration to Revolut, then you agree to immediately inform us at media@revolut.com.
We may publicly refer to the Business, orally or in writing, as a user of the Developer Platform. We may also publish the Brand Features of the Business (with or without a link to the Business Product) on our websites, in press releases, and in promotional materials without your prior consent.

Rights and responsibilities

7. Business Responsibilities

User Relationships
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, and not the Business Terms. The Business Product must include your own legally binding terms of use and privacy policy (**Terms**) that are publicly available to the third-party users of the Business. If a user of the Revolut Services allows the Business Product to retrieve any User Data from the Revolut Services, the Business must (1) access only the minimum data fields the Business 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 the 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, the Terms must contain clear and legally adequate disclosures about the nature of the Business Product integration with Revolut and the

User Data you are collecting and how you may use it.

Be a team player

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

- submit to the Developer Platform or Revolut Services 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 the Business Integration that access the Developer Platform for the same or similar usages (e.g. creating customer-specific versions of the Business 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 7.b., "resell" does not include your charging subscription fees for access to the Business 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 the advertised service offering of the Business, 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 the Business enhance its websites and/or the Business 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 a competing product) or publicly disseminate performance information or analysis (including uptime, response time and/or benchmarks) relating to the Revolut APIs.

Your Representations and Indemnity

The Business is solely responsible for its use of the Developer Platform, the Business Product and any data or content that the Business uses with the Developer Platform. The Business represents and warrants that it: (a) has full power and authority to enter into and perform this API Agreement; (b) use of the Developer Platform and the Business 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 the Business provides to Revolut is and will be true, accurate, and complete; and (d) the Business will not interfere with our business practices, the way in which we offer the Revolut Services or the Developer Platform or any third party products or networks used with the Developer Platform.

The Business will indemnify, defend (at our 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) the use of the Developer Platform by the Business, (ii) the Business Integration and the relationships or interactions of the Business with any users or third party distributors of the Business Integration, or (iii) the breach or alleged breach of this API Agreement by the Business.

8. Disclaimer of Warranties

The Developer Platform, Revolut Services 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. We make 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. The Business may have other statutory rights, in which case the disclaimers above will apply to the full extent permitted by law.

9. 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 this API Agreement, 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 12) months preceding the claim, or (2) one thousand pounds (£1000) (or the equivalent in New Zealand Dollars). You acknowledge and agree that this section 9 reflects a reasonable allocation of risk and that Revolut would not enter into these terms without these liability limitations. This section 9 will survive notwithstanding any limited remedy's failure of essential purpose.

10. Intellectual Property Rights and Additional Terms

Revolut Independent Development and Patent Issues
The Business acknowledges and agrees 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 the Business Product, and nothing in this API Agreement will be construed as restricting or preventing Revolut from doing so. In addition, in order to allow others to benefit from the Developer Platform, the Business agrees 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.
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 this API Agreement. The Business acknowledges and agrees that Revolut may access, preserve, and disclose personal information and developer account details connected to the Business, if permitted 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.
Revolut's Rights
As between the Business and us, we own all rights, title, and interest, including all intellectual property rights, in and the Developer Platform, Revolut Services, 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 the Business under this API Agreement, Revolut does not grant you any right, title, or interest in the Revolut Materials. If the Business provides us with any suggestions, comments or other feedback relating to the Revolut Materials (**Feedback**), the Business grants 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 the Business based on intellectual property rights or otherwise.

The Business Integration

The Business retains ownership of any intellectual property rights in the Business Integration, subject to Revolut's rights in any underlying Revolut Materials. The Business agrees to provide us with a reasonable number of copies of or other access to the Business Integration. During the term under which this API Agreement are operational, the Business grants to us a paid-up, royalty-free, non-exclusive, worldwide, irrevocable, right and license, under all of its intellectual property rights, to: (a) use, perform, and display the Business Integration and its content for purposes of our internal testing purposes (including security testing) and for marketing, demonstrating, and making the Business Integration available to users; and (b) link to and direct users to the Business Product and the Business Integration. Following the termination of this API Agreement and upon written request from the Business, Revolut will make commercially reasonable efforts, as determined in its sole discretion, to remove all references and links to the Business Integration from Revolut's website and the Revolut Services. Revolut has no other obligation to delete copies of, references to, or links to the Business Product.

11. Confidential Information

Revolut Confidential Information

Revolut may provide certain information to the Business that is confidential or proprietary (**Revolut Confidential Information**). Revolut Confidential Information consists of: (a) the Business' access keys or logins for the Developer Platform, any non-public elements of the Developer Platform or any pre-release information about the Revolut Services, and (b) anything identified or marked as "Confidential" or "Proprietary" or that the Business should reasonably understand to be confidential or proprietary under the circumstances. The Business may use Revolut Confidential Information only for the purposes of this API Agreement. The Business must not disclose any Revolut Confidential Information to third parties, other than employees,

agents and advisors of the Business with a need to know and for whom the Business agrees to remain responsible for under this API Agreement.

Confidential Information of the Business

The Business must not disclose any information to Revolut that it considers to be confidential. To avoid any potential confusion, the Business agrees that any unsolicited information provided to Revolut in relation to the Developer Platform by it will be non-confidential and that Revolut may use it under the same terms as for Feedback above. However, this Section 11.b does not apply to the extent the Business has entered into a separate non-disclosure agreement (**NDA**) or other confidentiality terms with Revolut addressing its confidential information in relation to the Developer Platform.

Legal bits and pieces

12. Term and Termination

This API Agreement remains in effect until terminated. The Business may terminate this API Agreement at any time by ceasing all use of the Developer Platform and notifying Revolut. Revolut may terminate this API Agreement for any reason upon providing 10 days notice to the Business. In addition, we may suspend or terminate this API Agreement (or use of all or any of the Developer Platform by the Business) immediately if we believe the Business has violated this API Agreement or any Documentation, if we believe the use of the Business 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 this API Agreement:

- all rights and licenses granted to the Business will terminate immediately and the Business must stop using all Revolut Materials (unless the Business has 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;
- the Business must permanently delete all Revolut Confidential Information and any other data which stored by the Business pursuant to its use of the Developer Platform (other than User Data the Business has received and are using in accordance with Section 7.a) and, at Revolut's request, the Business will confirm such destruction; and

- Section 7 through to Section 15 will survive the termination of this API Agreement.

13. Modification to Terms

We may, from time to time, modify this API Agreement or any additional terms that apply to the Developer Platform. We'll post notice of modifications to this API Agreement or the additional terms within the documentation for the Developer Platform.
Changes specific to new services or features for the Developer Platform, changes made for legal reasons, and any changes to our Documentation or referenced policies will be effective immediately.
Changes to this API Agreement that we believe are not adverse to the Business' interests we will notify the Business of the change no later than the day the change occurs. Otherwise, we'll provide the Business with 30 days' notice.
The Business may be required to accept the modified API Agreement in order to continue using the Developer Platform, and in any event the Business agrees that its continued use of the Developer Platform after the changes become effective, constitutes acceptance of the modified terms.

14. Financial services licence holders

If the Business uses the Developer Platform and provides a financial service or product, the Business is prohibited from using the Developer Platform unless Revolut's prior written consent to each financial services use case is obtained by the Business (**Valid Permission**). Further, the Business represents, warrants and covenants on a continuing basis that the Business:

- has obtained Valid Permission from Revolut for each financial services use case relating to the Business Product;
- use of the Developer Platform would not result in any contravention by either party of any financial services licensing requirements or other relevant Laws;
- 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 the Business Product (whether new or existing applications), and obtain Valid Permission for those new use cases prior to implementing them. For the avoidance of doubt, Valid Permissions extend solely to use cases specified at the time Valid Permission is obtained.

15. General

Miscellaneous

Except as set forth in Section 3 (Registration) regarding the Revolut Personal Terms, this API Agreement shall constitute the entire agreement between Revolut and the Business with respect to the subject matter in this API Agreement, and they supersede any and all prior proposals (oral and written), understandings, representations and other communications between the Business and us. They do not create any third party beneficiary rights.

If the Business does not comply with this API Agreement, 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 this API Agreement 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 this API Agreement 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. The Business may not assign or novate this API Agreement, in whole or in part, without Revolut's prior written consent, and any assignment or novation without such consent is invalid. Revolut may assign, transfer or delegate its rights under this API Agreement at its discretion.

The Business acknowledges that any breach of this API Agreement may cause irreparable harm to Revolut, the extent of which would be difficult to ascertain. Accordingly, the Business agrees 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 this API Agreement by the Business or any of its officers, employees, consultants, or other agents.

Governing Law and Jurisdiction

This API Agreement and all rights and obligations contained herein shall be governed by the laws of New Zealand. If you want to bring a claim against us in the courts, the courts of New Zealand will be able to deal with any matters relating to this API Agreement.