

## 1. REVOLUT CREATOR CLUB

### TERMS AND CONDITIONS ("TERMS")

These Terms set out the terms and conditions of Your participation in the Revolut Creator Club. This is a binding legal agreement between You ("**You**" or "**Your**"), Revolut Ltd and Revolut Bank UAB ("**Revolut Bank**") (Revolut Ltd and Revolut Bank are further jointly and severally referred to as "**Revolut**", "**We**", "**Our**" or "**Us**"), and by participating in the Revolut Creator Club you are agreeing to be legally bound by these Terms.

#### **1. DEFINITIONS**

**Applicable Laws** means any applicable laws, rules or regulations in the country or territory where the Talent Materials are distributed.

**Briefing Emails** means the emails that We will send to You relating to the Revolut Creator Club, including the Welcome Email.

**Confidential Information** means confidential information relating to one party (the "**Disclosing Party**") which is, pursuant to these Terms, made available to the other party (the "**Receiving Party**") and any other confidential information which is otherwise obtained by the Receiving Party from the Disclosing Party, including any information, concerning business processes, procedures, personal data and know how of the Disclosing Party, its customers and employees. Confidential Information excludes information that (a) was, is or becomes publicly available or available to the party on a non-confidential basis (in each case, other than as a result of a breach of these Terms or any other obligation of confidentiality) or (b) was available to the party on a non-confidential basis before disclosure by the other party.

**Data Protection Laws** means all data protection and privacy laws in force from time to time applicable to the Parties, including the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**") and any other national legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to You and / or Revolut (as applicable) relating to the use of personal data (including, without limitation, the privacy of electronic communications); and any legally binding guidance and/or codes of practice issued by a relevant regulator.

**EEA country** means a country which is a member of the European Economic Area.

**Intellectual Property Rights** means:

- all patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, database rights, know-how and rights in Confidential Information;
- all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and
- applications, extensions and renewals in relation to any such rights.

**Revolut Property** means any materials or information owned by or licensed to Revolut Ltd which are provided to You in connection with these Terms.

**Talent Channels** means the platforms and channels which are controlled by You and in relation to which You are permitted to distribute the Talent Materials in accordance with Our instructions.

**Talent Image Rights** means any trade mark, logo, name, professional alias or stage name, image, likeness, voice or signature belonging to You.

**Talent Materials** means the copy, blog, vlog, film, audio visual recording, sound recording, photograph, image, drawing, still, artwork, text or other material to be created by You and as agreed with Us.

**Welcome Email** means the email that Revolut Bank will send to You if Your application to join the Revolut Creator Club is successful.

## **2. WHAT IS THE REVOLUT CREATOR CLUB?**

The Revolut Creator Club enables content creators resident in EEA countries to create and distribute Talent Materials in partnership with Revolut. In return, Revolut Bank will provide creators with a free Revolut Premium subscription for a determined period, plus potential exposure to new audiences if we decide to distribute Your Talent Materials via Our own marketing channels.

## **3. HOW DO I JOIN THE REVOLUT CREATOR CLUB?**

Please note, you'll need to have an account with Revolut Bank in order to join the Revolut Creator Club. If you don't already have an account, don't worry - it's free to sign up and only takes a few minutes.

After you have clicked the "Submit" button on [this](#) webpage, the details that you have provided will be reviewed by Us. If your application is successful, you will receive the Welcome Email containing all the relevant information you need to participate in the Revolut Creator Club, including instructions for creating and submitting Your Talent Materials.

You shall submit all Talent Materials to Us for prior approval before posting on your Talent Channels. We will confirm via email whether the Talent Materials that You have submitted have been approved by Us and whether You are permitted to distribute the Talent Materials on Your Talent Channels. You may not distribute the Talent Materials on Your Talent Channels until we have confirmed this.

You will only distribute the Talent Materials on the Talent Channels that have been approved by Us. You may not distribute any other content in relation to the Revolut Creator Club without our prior written consent.

## **4. CREATION AND PUBLICATION OF THE TALENT MATERIALS**

When You are creating the Talent Materials, You must:

- comply with the rules set out in Briefing Emails and the "Dos and Don'ts" list maintained by Us, which is available [here](#) and which may be updated from time to time. It is Your

responsibility to monitor the “Do’s and Don’ts” list to ensure that You are complying with this at all times;

- comply with all Applicable Laws, and any industry guidance issued by government agencies, self-regulatory bodies, advertising standard authorities and trade associations. You shall ensure that all Talent Materials are transparent to the public and comply with any Applicable Laws relating to financial promotions;
- ensure that the Talent Materials comply with the terms of the Talent Channels that they are distributed on;
- ensure that any hashtags (i) requested by Us or (ii) required by local Applicable Laws or (iii) required by the Talent Channels are placed prominently and legibly on all Talent Materials, and that such hashtags are visible prior to the viewer engaging with the Talent Materials. In relation to any videos, You must disclose that You are working with the Revolut Creator Club in the video and not only in the caption of the video;
- do not include any third party content or Intellectual Property Rights (including by way of example, images, video clips, music) in the Talent Materials unless You have obtained permission from the owner of the Intellectual Property Rights or third party;
- ensure all Talent Materials are truthful and not harmful to any third party; and
- ensure that any opinions expressed by You in the Talent Materials are honestly held by You and are not exaggerated.

Once the Talent Materials have been published, You will not engage in any practices which will artificially increase the perceived engagement with the Talent Materials. Such practices may include:

- promotion of the Talent Materials by unsolicited email;
- paying a third party or using automated means such as software or programmes to increase the engagement with the Talent Materials;
- bidding on legally protected key terms without Our prior approval (‘brand bidding’); or
- other unethical or dishonest methods of increasing perceived engagement with the Talent Materials.

## **5. YOUR GENERAL CONDUCT**

In relation to Your general conduct:

- You agree that You will not disparage Revolut or any of its employees in any manner for the duration of your participation in the Revolut Creator Club, and for 3 years after this. Any false, misleading or otherwise defamatory comments about Us or any of Our employees or affiliates shall be deemed a material breach of these Terms.
- You will also not display or transmit any material on Your Talent Channels, or any other media that:

- is inappropriate, unethical, threatening, abusive or invasive of another's privacy, or causes annoyance, inconvenience or needless anxiety;
- is abusive, libellous, pornographic, sexually explicit, violent, fraudulent, illegal, misleading, harmful, obscene, unethical, infringing, violative of any third party right;
- is likely to harass, upset, embarrass, alarm or annoy any other person; or
- gives the impression that such material emanates from Revolut unless specifically given to You by Revolut for that purpose.

- You undertake not to transmit any data or materials to Us which contain viruses.

## **6. NO FEES**

You will not be owed or paid any fees or any other amounts in connection with these Terms or the Revolut Creator Club generally. We may, in our sole discretion, provide You with certain Revolut perks from time to time, including Revolut-branded merchandise.

## **7. COMMUNICATING WITH YOU**

We'll communicate with You through the email address that You provide to us as part of your application. We will also send monthly Briefing Emails to You. Any notice to Revolut must be in writing and sent to Revolut by email to [creatorclub@revolut.com](mailto:creatorclub@revolut.com) and [legalnotices@revolut.com](mailto:legalnotices@revolut.com).

## **8. SUSPENSION AND TERMINATION.**

We may, in our sole discretion, modify or discontinue the Revolut Creator Club or these Terms.

We may also request that the Talent Materials that You have created pursuant to these Terms are removed by You from Your Talent Channels at any time. If we think this is necessary, we will contact You in writing to let You know. Once we request this, You must immediately cease using any Revolut Property and remove the Talent Materials from your Talent Channels. We will also terminate Your Revolut Premium subscription at this time.

If You do not stop using the Talent Materials following this request, we will contact You to notify You that You are in breach of these Terms, and we may take further action against You.

## **9. DATA PROTECTION**

You acknowledge and agree that Revolut Bank will receive and process Your personal data as a controller, as these concepts are defined in Data Protection Laws, under these Terms.

The personal data that You will provide to Revolut Bank under these Terms includes Your contact details and image in recorded form (**'In-Scope Personal Data'**).

You acknowledge that Revolut Bank: (a) processes In-Scope Personal Data because it is necessary to ensure that You and Revolut Bank can perform their respective obligations under these Terms; and (b) does not rely on Your consent to process In-Scope Personal Data.

You confirm that, prior to signing these Terms, You have read and understood Revolut Bank's Customer Privacy Notice. This is available at [www.revolut.com/privacy-policy](http://www.revolut.com/privacy-policy) and was provided

to You or will be provided to you when You first opened or open Your Revolut Bank account.

## **10. INTELLECTUAL PROPERTY**

All Intellectual Property Rights in the Revolut Property shall remain the exclusive property of Revolut Ltd.

Revolut Ltd grants You a non-exclusive, royalty-free revocable licence to use the Revolut Property for the creation of Talent Materials. You will not attempt to reverse engineer or create derivative works of the Revolut Property. We may revoke Your licence to use the Revolut Property at any time.

You shall retain Intellectual Property Rights in relation to the Talent Materials and the Talent Image Rights.

So that We may distribute the Talent Materials on our marketing channels, You hereby grant a worldwide, irrevocable, non-exclusive, royalty-free, perpetual licence to Us to receive, use, copy and modify the Talent Materials and the Talent Image Rights.

You agree that Revolut shall be entitled to create cut-downs, edits, translations or other alternative forms of the Talent Materials.

## **11. INDEPENDENT CONTRACTORS**

The relationship between You and Revolut shall at all times be that of independent contractors. No employment relationship is formed by these Terms.

## **12. CONFIDENTIALITY**

Confidential Information remains the exclusive property of the party owning it. No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under these Terms. No party can share Confidential Information to anyone without the other party's prior written consent. You shall not publicly disclose, issue any press release, or make any other public statement, or otherwise communicate with the media, concerning these Terms without Our prior written approval.

## **13. LIABILITY**

Revolut shall not be liable for any indirect or consequential losses however arising under these Terms. Our maximum aggregate liability under these Terms is limited to EUR 100.

Our liability is only limited to the extent permitted by Applicable Law, and these Terms do not limit Our liability for fraud, fraudulent misrepresentation, or death or personal injury caused by negligence or willful misconduct.

You indemnify Revolut (and its officers, directors, members, employees, agents and affiliates) for any third party claim, cost or expense (including legal fees) arising from Your breach of these Terms, including an infringement by You of the Intellectual Property Rights of a third party.

## **14. VARIATION**

We may vary these Terms at any time by giving written notice to You. Your continued participation in the Revolut Creator Club following such notice will be deemed as acceptance of the modified Terms.

## **15. MISCELLANEOUS**

- The laws of Lithuania apply to these Terms.
- Only You and Revolut have any rights under these Terms.
- You may not assign Your rights under these Terms or subcontract any of Your obligations to anyone else without Our prior written consent. We may assign our rights or obligations under these Terms at any time.
- You agree that a delay in exercising, or a failure to exercise, any rights in these Terms does not operate as a waiver of those rights.
- These Terms represent the entire agreement between You and Revolut and supersede any previous related discussions or agreements in relation to it subject-matter.
- If any provision of these Terms is invalid, illegal or unenforceable, then that provision will be severed, and the remainder of the provisions will continue in full force and effect.
- Through applying to take part in the Revolut Creator Club, You will be asked to submit Your information via Google Forms. Please note that the [Google Terms of Service](#) and the [Google Abuse Program Policies and Enforcement](#) apply to Your use of Google Forms.