

Revolut Business Account

1. WHY THIS INFORMATION IS IMPORTANT

This document sets out the terms and conditions for your Revolut Business Account and its related services (**Business Account**). It also sets out other important things that the Business needs to know.

These terms and conditions (**Business Terms**), along with the [Business Fees and Charges Section](#), [API Agreement](#), [Website Terms](#), [Privacy Policy](#) and any other terms and conditions that may apply to the services we provide to the Business, form a legal agreement (**the agreement**) between the Business and us.

In these Business Terms:

- **"Authorised Team Member"** means any person the Business has authorised to manage, operate or maintain the Business Account.
- **"Business"** means the company, partnership, or sole trader we allow to hold a Business Account.
- **"Business app"** means the Revolut Business app that you use to access the Business Account and our services.
- **"portal"** means the Revolut Business Portal that you use to access the Business Account and our services on our website.
- **"us / we / our"** means Revolut Payments Australia Pty Ltd (ABN 21 634 823 180) AFSL number 517589 and Australian Credit Licence number 517589.
- **"you / your"** means a director, partner, or sole trader, acting on behalf of the Business (as the case may be).

The electronic money in the Business Account is protected by a bank guarantee (the **Bank Guarantee**). The Bank Guarantee is issued by an Australian authorised deposit-taking institution (the Issuer) in favour of Global Loan Agency Services Australia Nominees Pty Ltd (the Trustee or GLAS) who holds the benefit of the Bank Guarantee on trust for all account holders.

The Business can access a copy of these terms and conditions through the Business app, portal or our website at any time. To use all the functions of the app, the user must be connected to the internet.

It's important for the Business to understand how the Business Account works, so please read these terms and conditions carefully.

For some of our services, we charge fees. This information is found in our [Business Fees and Charges Section](#).

By accessing the Business Account or using the Revolut Card, the Business agrees to be bound by these terms and conditions and our [Business Fees and Charges Section](#). The Business also confirms receipt of the [Financial Services Guide](#), [Business Product Disclosure Statement](#) and [Privacy Policy](#) which are provided electronically.

2. AGREEING TO THESE TERMS

The Business agrees to opening a Business Account and to these Business Terms, by:

- each of the directors, if the Business is a company;
- each of the partners, if the Business is a partnership; and
- the individual acting as a sole trader, if the Business is a sole trader.

The directors or partners (as applicable) agree to be legally bound to these Business Terms in counterparts on behalf of the Business.

3. REVOLUT BUSINESS ACCOUNT

3.1 What type of account is the Business Account?

The Business Account is a 'virtual' account that allows the Business to hold electronic money (also known as stored value) in a digital wallet. The Business may hold electronic money in different currencies in the Business Account at the same time.

Electronic money is an electronic alternative to cash. If the Business gives us money, we'll issue the equivalent value of electronic money in the chosen currency. The electronic money will be held in the Business Account and may be accepted by other parties as payment.

3.2 Purpose

The Business Account is for business purposes only. If you want an account to use for personal purposes, our Business Account isn't appropriate for you. If we become aware that the Business Account is being used for personal purposes we may close down the Business Account and suggest opening a Revolut Personal Account instead.

4. USING THE REVOLUT BUSINESS ACCOUNT

Once a Business Account is opened and an electronic money balance has been loaded onto the Business Account, the Business may use the services connected to the Business Account (**our services**). This includes the following:

- sending and receiving domestic and international payments in electronic money to and from other Revolut accounts and non-Revolut accounts;
- changing electronic money from one currency to another (**currency exchange**). The currencies available might change occasionally;
- making payments and withdrawing cash using a Revolut Card;
- viewing information about and managing the Business Account (including setting up Authorised Team Members and their limitations to act on the account);
- priority 24/7 support;
- marketplace; and
- Open API (where a Business Account may be integrated with third party apps and service providers).

If the Business asks us to provide any of our services above, the Business agrees to any service-specific terms related to that service.

The availability of our services and the fees charged to the Business will depend on the Business Plan selected.

5. OPENING A REVOLUT BUSINESS ACCOUNT

5.1 Eligibility

A Business is eligible to hold a Business Account if it is a registered Australian business which operates as a:

- **partnership**, where one or more individuals have a signed partnership agreement under the State or Territory laws of its formation and have registered an Australian Business Number (**ABN**) which is used for all of the partnership's business dealings; or
- **company**, being a proprietary limited company, an unlimited proprietary company or a public company incorporated in Australia which is registered with the Australian Securities and Investments Commission and has been issued with an Australian Company Number (**ACN**).
- **sole trader**, being a sole trader who is registered with the Australian Business Register and has been issued with an ABN.

The Business **cannot** hold a Business Account if that Business:

- is not a registered Australian business operating as a company, partnership or sole trader;
- intends to use the Business Account for personal purposes;
- is acting as trustee for a trust;
- does not meet our customer identification checks;
- you have previously been denied or we have offboarded the Business in respect of any Revolut account; and
- engages in any of the prohibited businesses or services listed below.

Prohibited businesses or services

A Business is not eligible to hold a Business Account if that Business engages in any of the following prohibited businesses or activities:

- political organisations;
- charities;
- dating and escort services;

- pornography;
- weapons;
- trading in precious metals, stones or art, restricted or endangered animal/plant products;
- running an auction house;
- cashback services;
- chemicals and related products;
- video-game arcades;
- trading in cryptocurrency;
- selling second-hand cars;
- binary options or gambling;
- investment funds, equity funds, or mutual funds;
- companies operating in the oil and gas sector;
- debt collection (where debt collection services are a primary part of your business offering);
- trading in prime-bank guarantees, debentures, letters of credit or medium-term notes; or
- any other business or activity that materially increases our risks (including illegal and money laundering or terrorism-related activities).

If a Business is not eligible to hold a Business Account, we may:

- decline the application;
- terminate the Business Account; or
- apply restrictions to the Business Account. If we apply restrictions, we'll notify the Business about them before opening the Business Account.

5.2 Who can open a Business Account?

A person can apply for and open an Business Account on behalf of the Business if that person is:

a natural person;

- 18 years old or over;

- a resident in Australia;
- able to provide us with any information that we reasonably require to identify that person and to meet our legal and regulatory requirements; and
- authorised to open the Business Account on behalf of the Business (we may ask for this authority during onboarding); and
- able to receive communications and interact with us electronically.

5.3 Change in business status

The Business must promptly tell us if its status changes in any way, including when:

- the company is deregistered or there is a change in its control;
- the partnership is dissolved by the partners or a partner's death or incapacity; or
- the sole trader sells their Business or cancels their ABN.

If any of the Business' tax information changes (including, tax residency), the Business must promptly inform us within 30 days of the change occurring and agree to provide updated documents and information if required.

5.4 Declarations made to us

You, on behalf of the Business, represent, warrant and undertake on an ongoing basis that:

(a) the Business is a duly incorporated company, partnership, or sole trader formed and validly existing under the laws of its place of its formation;

(b) you have full capacity, authority and all necessary licences, permits and consents to enter into and to exercise the rights, and perform the obligations set out under this agreement;

(c) your entry into and performance of this agreement does not:

- (i) conflict with or result in the breach of or default under any provisions of your constitution, articles of incorporation or association, by-laws, partnership agreement or any other constituent documents (as the case may be); and
- (ii) conflict with or result in the breach of laws, regulations or other restrictions or obligations applicable to your business;

(d) you are not acting the capacity of a trustee for a trust and no part of the credit balance of the Business Account is held on trust;

(e) you will provide us with accurate, up-to-date and complete customer identification information and data as requested by us;

(f) you will use the Business Account and our services for lawful purposes and in compliance with the applicable terms in this agreement;

(g) you will comply with all applicable laws in connection with this agreement and the performance of your obligations under this agreement; and

(h) you will not use the Business Account or our services directly or indirectly, for any fraudulent undertaking, personal purposes or in any manner so as to interfere with the operation of our services.

5.5 Declarations about Authorised Team Members

When the Business appoints an Authorised Team Member to act on the Business Account, you, on behalf of the Business represent, warrant and undertake on an ongoing basis that:

(a) the Authorised Team Member is properly authorised to act on behalf of the Business with the level of authority instructed to us, by you or an Authorised Team Member;

(b) the Business has done all things necessary, including signing any relevant documents, to establish the authority of any Authorised Team Member to act on behalf of the Business; and

(c) appointing an Authorised Team Member does not conflict with, or result in any breach or default under the provisions of the constitution, articles of incorporation or association, by-laws, partnership agreement or any other constituent documents (as the case may be) or a breach of laws, regulations or other restrictions or obligations applicable to the Business.

6. OUR CUSTOMER IDENTIFICATION REQUIREMENTS

To meet our legal and regulatory obligations, we carry out customer identification checks on the directors, partners, ultimate beneficial owners, your employees (if applicable) and any Authorised Team Member of the Business.

When we carry out customer identification checks the Business must:

- provide us with complete, accurate, and up-to-date information at all times; and
- promptly provide any additional information we require at any time, at the latest within 21 business days of a request from us.

The Business acknowledges and agrees that we may suspend the Business Account until we have received all the information we require. We will not be responsible for any loss arising out of the failure or delay in providing us with the information requested.

The Business agrees that our provision of, and its ability to use the Business Account and our services is subject to successful completion of our customer identification checks.

7. AUTHORISED TEAM MEMBERS

7.1 Authorised Team Member requirements

An Authorised Team Member must be:

- a natural person who is 18 years or over;
- able to meet our customer identification checks;
- able to produce evidence of their valid authority to act on behalf of the Business and operate the Business Account. We may ask for this authority from time to time to protect the Business Account; and
- able to receive communications and interact with us electronically.

7.2 Appointing an Authorised Team Member

The Business may appoint an Authorised Team Member to act on behalf of the Business to manage, operate and maintain the Business Account as long as that person meets our requirements.

Subject to the permissions granted by the Business, an Authorised Team Member may manage, operate and maintain the Business Account by:

- accessing the Business Account to make payments, transfers and currency exchanges up to the credit balance of the Business Account;
- establishing and maintaining an Open API;
- appointing, removing and changing the permissions of other Authorised Team Members, including imposing transaction limits;
- raising and managing complaints;
- receiving communications and providing notifications on behalf of the Business; and
- obtaining and viewing information connected to the Business Account (including information about other Authorised Team Members).

7.3 Responsibility for Authorised Team Members

7.3.1 Conduct and instructions

By appointing an Authorised Team Member, the Business agrees that:

- (a) we can accept and rely upon an Authorised Team Member's instructions as if the Business has given us the instruction itself;
- (b) unless we act fraudulently or negligently, the Business is wholly responsible for any loss incurred by the Business and caused by that Authorised Team Member; and
- (c) to the extent that we suffer loss caused by the actions or instructions of the Authorised Team Member, the Business must indemnify us in line with the indemnity given in section 31.

7.3.2 Status of Authorised Team Members

We rely on the Business to manage Authorised Team Members on the Business Account at all times. It is the responsibility of the Business or an Authorised Team Member to:

- (a) revoke or impose limits on any Authorised Team Member as required;
- (b) cease the authorisation of an Authorised Team Member if their employment status changes or the Business is in a dispute with them; and
- (c) promptly notify us if an Authorised Team Member:

- (i) loses a Revolut Card connected to the Business Account (e.g. by misplacing the card or by theft);
- (ii) intentionally or unintentionally discloses the passcode to the Business app, the portal, the API Key, PIN to the Revolut Card or any other access code; or
- (iii) loses the device through which the Business Account is accessed by the Authorised Team Member.

7.5 Ceasing authorisation

The Business may cease the authority of an Authorised Team Member at any time by contacting us through the Business app, the portal or by email.

However, the Business will remain liable for:

- any transactions made by the Authorised Team Member prior to the authority being cancelled, regardless of when the transactions are debited to the Business Account; and
- any future dated payments, Bank Transfers, bill payments or instructions established by the Authorised Team Member before the Business cancelled the authority.

8. OWNERSHIP OF BUSINESS ACCOUNT FUNDS

8.1 Company

If the Business is a company, the corporate entity owns the electronic money balance of the Business Account and may provide us with instructions, including to override the instructions of any Authorised Team Member.

If we become aware that the company becomes deregistered, we will freeze the Business Account and give you 21 days to reinstate the company. After this, the electronic money balance of the Business Account will vest in the Australian Securities & Investments Commission.

If we receive a liquidation or an administration notice, the electronic money balance of the Business Account will be managed by the liquidator or administrator.

8.2 Partnerships

For partnerships, the electronic money balance of the Business Account is held jointly and severally by the partners which means each partner has the right to the credit balance in the Business Account. The partnership may provide us with instructions, including to override the instructions of its Authorised Team Members.

A partnership should take note that:

- the liability of partners is joint and several, so if one (or more) of the partners overdraws the Business Account, each partner may be liable for payment of all or any part of the amount overdrawn;
- when one partner dies, we may treat the credit balance in the Business Account as owing to the surviving partners;
- we may treat the credit balance in the Business Account as owing to the other partners; and
- we may notify the Business with at least 30 days prior notice that we will close the Business Account and ask you to reapply in the names of the surviving partners, or ask the Business for instructions to transfer the electronic money balance of the Business Account to another account.

8.3 Sole Traders

If the Business is a sole trader, the individual acting as a sole trader owns the electronic money balance of the Business Account and may provide us with instructions, including to override the instructions of any Authorised Team Member.

9. DIFFERENT REVOLUT BUSINESS PLANS

We've created different Revolut Business Plans to suit our customers, which are subject to availability. When the Business opens a Business Account the Business must select the Business Plan most appropriate to it, noting that different limits, features and restrictions apply to each Business Plan.

Please refer to the [Business Fees and Charges Section](#) for more information.

10. OPEN API

Our Open API is an app that allows the Business to carry out certain activities such as setting up automatic payments and displaying balances. If you ask us to, and the selected Business Plan allows it, we will give the Business an API Key which allows the Business to use the Open API.

For more information please refer to our [API Agreement](#).

Moving money in and out

In the following sections, references to “the Business” include its Authorised Team Members who have the relevant permissions to make and receive transfers on behalf of the Business.

11. ADDING MONEY TO THE BUSINESS ACCOUNT

11.1 Adding money

The Business adds electronic money to the Business Account by bank transfer.

When adding money by bank transfer, use the Business Account details (e.g. BSB and account number) displayed in the Business app or the portal. When we receive the money we will issue the equivalent value in electronic money immediately to the Business Account.

11.2 Payment limits

Sometimes we might limit how much the Business can receive into or pay from the Business Account, or how much the Business can withdraw or spend using a Revolut Card. We might also limit the value of currency exchange the Business can carry out at any one time or over a period of time and we will let the Business know via the Business app or the portal.

11.3 International Inbound Transfers

The base currency of the Business Account is Australian Dollars.

The Business can receive international transfers into the Business Account via the SWIFT network. SWIFT inbound transfers can be made in a number of different currencies. Intermediary and sending banks typically charge a fee to send a SWIFT transfer to Revolut, so the amount your account is credited might be less than the amount sent. We won't be responsible for any additional fees, charges or losses if this happens.

11.4. Transfers using Local Account Details

If you have Local Account Details you may receive funds by providing third parties with your Local Account Details. Please see the [Local Account Details \(Business\) Terms](#) for more details.

12. MAKING TRANSFERS BETWEEN REVOLUT ACCOUNTS

The Business can send money to, and receive money from, other Revolut Business or Personal Accounts (**Instant Transfers**).

The Business can make an Instant Transfer to another Revolut account by choosing them from the contacts list in the Business app or the portal and following the prompts. The other person will receive the transfer immediately.

13. SENDING BY BANK TRANSFER

13.1 Making Bank Transfers

The Business can transfer electronic money to domestic and international bank accounts (**Bank Transfers**). The Business can make a one-off payment or set up a recurring payment (like a standing order).

Some Bank Transfers may incur fees and charges. The charges may be displayed in the Business app or the portal when a transaction is made. The Business may need to accept the charges to make the Bank Transfer.

For further information please refer to the [Business Fees and Charges Section](#).

13.2 We're not responsible for losses where payments are returned in a different currency

Sometimes, transfers are returned to us. If the returned transaction was subject to a currency exchange at the time of instruction, we may convert it back to the original currency when we return the payment to the Business.

This means the amount returned to the Business may be more or less than the original amount which was subject to the currency exchange.

13.3 Take care entering recipient details

If the recipient details entered by the Business are incorrect, the payment may be delayed or the electronic money may be transferred to the wrong account (**mistaken payment**).

If a mistaken payment cannot be retrieved, we won't be responsible if we processed the payment correctly but the Business provided us the wrong details or if the person you want to pay has given us the wrong details in case of a Payout Link.

Contact us immediately if recipient or payment details are entered incorrectly and we'll use reasonable endeavours to investigate and resolve the issue.

14. MAKING OTHER TYPES OF PAYMENTS

14.1 Using a Revolut Card

The Business may make payments or withdraw cash using a Revolut Card connected to the Business Account, provided that the Business Account holds a sufficient electronic money balance.

When the Business uses a Revolut Card to make a withdrawal from an ATM or makes a payment (for example, in a shop or paying an invoice), we will consider the payment to be authorised by the Business unless:

- the Business lets us know that an unauthorised transaction has taken place on the Business Account; or
- the Business disputes that the instructions have been carried out correctly.

Contact us through the Business app or portal if the Business would like to lodge a claim.

14.2 ATM withdrawals

Sometimes we might charge the Business a fee for making ATM withdrawals. Please refer to the [Business Fees and Charges Section](#).

The ATM provider may also charge a fee to the Business for making an ATM withdrawal.

14.3 Pre-authorisation holds

When the Business uses a Revolut Card to pay for goods or services, certain merchants may ask us to authorise the transaction in advance and may estimate its final value (for example, for car rentals, hotels or automated fuel dispensers). Where a merchant seeks an authorisation, we may place a temporary hold on the Revolut Card of up to \$125USD (or local currency equivalent). Until the transaction finally settles, the funds subject to the temporary hold will not be available to the Business for other purposes. We will only charge your Revolut Card for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles.

14.4 Direct Debits

Direct debit is a payment that the Business has authorised a third party to collect from the Business Account at set times, by using its BSB and account number. The third party debiting the Business Account would have an existing direct debit arrangement with the Business, and the Business would have agreed to the amount and frequency of such payments. The Business must ensure that it has sufficient funds in its Business Account to meet their direct debit arrangements with third parties. We will not notify you if a direct debit is dishonoured or otherwise not processed.

Cancellation and reversal of funds

The Business can't cancel direct debits, including before the payment is due to be paid from its Business Account.

If the Business suspects that an amount debited from its Business Account was unauthorised or otherwise incorrect, please contact us immediately and we will attempt to process a reversal of funds. However, depending on when you notify us, a

reversal of funds is not guaranteed. We also recommend that the Business contact the third party debiting its Business Account.

14.5 Payout Links

If you want to make a payment but don't have the account details of the legal entity or person (you want to pay (**Payee**), you can set up a Payout Link via the Revolut Business app and share it with them. The link will redirect the Payee to a hosted payout page and they can choose their preferred payment method. The recipient name must match the name provided by the Payee.

You can create a Payout Link at any time, and can cancel a Payout Link before the Payee redeems the funds. Payout Links are single use and have a time limit. Once expired, the same link cannot be used.

There are no fees charged to create a Payout Link however, other fees and limits may apply which are dependent on your Plan. Please refer to our [Business Fees & Charges Section](#) for more information.

15. EXCHANGE RATES

If the Business instructs us to make a currency exchange, or we need to convert the currency of a payment into or out of the Business Account, or a foreign cash withdrawal is made using a Revolut Card, we'll use a variable currency exchange rate.

Our exchange rate is set by us and is variable. This means it is constantly changing and may depend on a combination of factors, including the currency, market liquidity, market volatility and the size and type of transaction.

The Business can always view our live exchange rate in the Business app or the portal prior to making a transaction. Once we've converted the currency, the transaction history in the Business app or the portal will show the exchange rate we used.

We may add a separate fee if the:

- Business instructs us to make a conversion outside exchange market hours. A conversion will be outside exchange market hours if it is made between Friday 5pm (New York time) and Sunday 6pm (New York time), which is a U.S. based time zone; or

- Business has exceeded the relevant Business Plan's monthly foreign exchange allowance.

More details about our fees can be found in our [Business Fees and Charges Section](#).

We're not responsible if the Business:

- loses any electronic money as a result of a currency exchange; or
- is charged any fees or loses any electronic money because the Revolut Card is used in another country and the Business requests a third party to make the conversion. For example, if an Authorised Team Member is travelling overseas and makes a payment via a card terminal and agrees to pay in the home currency rather than the local currency. This amounts to a request to convert the currency and may result in a fee or the application of a different exchange rate.

16. CANCELLING TRANSACTIONS

The Business can cancel a recurring or scheduled payment at any time up to the end of the business day before the payment is due to be paid from the Business Account.

To cancel a payment, the Business must tell us (in the Business app or the portal):

- the payment amount;
- when it's due; and
- the recipient details.

The Business can't cancel a payment after it is made, i.e. when the funds have transferred from the Business Account. This means that the Business is unable to cancel transactions that take place instantaneously (like an Instant Transfer or a currency exchange).

The Business can't cancel direct debits. Please refer to section 14 on direct debits for more information.

17. HOW LONG DOES IT TAKE TO MAKE A PAYMENT?

We understand that when a Business makes a payment, one of the most important things is that the recipient receives it on time. When the recipient's bank will receive the money depends on the time and the currency in which we are instructed to make the payment.

Typically our domestic payments are made on the same day, however in some cases it may take between 1 to 3 business days from receiving the payment instructions. We will advise the Business of an estimated time frame within the Business app or the portal when a payment instruction is made.

Payments into the Business Account will usually be made within 1 business day of us receiving cleared funds.

If we are instructed to make a currency exchange the Business will receive the converted amount in its digital wallet immediately.

18. FEES FOR MAKING OR RECEIVING PAYMENTS

18.1 Fees we may charge

We only charge fees for making or receiving payments where the Business has exceeded its Business Plan allowance. Where this is the case and the Business asks us to make a payment, we'll deduct the relevant fee amount from the Business Account balance separate to the amount the Business has asked us to send and where the Business is due to receive a payment we'll deduct the fee from the incoming amount.

Even if the Business hasn't exceeded its Business Plan allowance, other banks involved might sometimes take their fees from the payment being sent or received.

18.2 Third party fees

Sometimes, correspondent or intermediary banks may take their fees from the payment being sent or received. This could mean that the Business or the recipient

receives less than expected. For example, the Business may only receive \$90 from someone who has sent \$100 because the sender's bank has charged a \$10 fee.

When the Business receives a payment, it is out of our control when other banks involved in the transaction charge a fee (**intermediary bank fees**). However, when you send an eligible international payment with us, the Business can avoid having its payment reduced by intermediary bank fees by using our SWIFT (OUR) Transfer feature. This feature allows the Business to choose to pay the full intermediary bank fee amount and ensure that the recipient receives the full payment amount.

Whenever a fee is charged by us, you will be shown the fee in the Business app before the payment is made.

19. CLOSING THE BUSINESS ACCOUNT OR CANCELLING A CARD

19.1 Closing the Business Account

The Business or an Authorised Team Member with the relevant permissions may transfer the electronic money balance out of the Business Account and then close the Business Account by:

- asking us to close the Business Account in the Business app or the portal, or by emailing us at feedback@revolut.com; or
- cancelling the subscription to the Business Plan in the Business app or the portal.

The Business will still have to pay any incurred charges that are outstanding (for example, if the Business requested an extra Revolut Card). We may also charge the Business for any cancellation fees that apply to other agreements the Business has with us.

If the Business wants to withdraw the electronic money in a currency other than the currency we're holding for you, we'll convert the currency using the rate which applies at the time of withdrawal and debit any applicable fees, before the withdrawal takes place.

Closing the Business Account also automatically ceases the authority of Authorised Team Members.

19.2 Cancelling a Revolut Card

The Business or an Authorised Team Member with the relevant permission may cancel a Revolut Card in the Business app, the portal or by email.

20. WHAT HAPPENS AFTER THE BUSINESS ACCOUNT IS CLOSED?

After the Business instructs us to close the Business Account, we'll hold back enough electronic money to cover:

- any payments that the Business committed to before we received instructions to close the Business Account;
- any electronic money that was owed to us while the Business Account was open; and
- any mistaken payments or amounts owed to third parties.

Keeping the Business Account safe

In the following sections, references to "the Business" include its Authorised Team Members who have the relevant permissions to make and receive transfers on behalf of the Business.

21. KEEPING SECURITY DETAILS AND CARD SAFE

The Business must keep its security details and Revolut Card safe.

"Security details" include usernames, PINs, API Keys and any passwords used to access the Business app or the portal.

To keep security details safe, the Business should:

- not keep security details near their Revolut Card. If security details are recorded, the Business should disguise or protect them;

- not share security details with anyone, other than Authorised Team Members;
- close down the Business app or portal when not in use;
- not allow your security details to be stored on any device that can be removed, such as a computer or mobile phone;
- change passwords or Revolut Card PINs regularly; and
- keep access devices, email accounts secure and don't let other people use them.

Contact us through the Business app or the portal, as soon as possible, if a Revolut Card is lost or stolen, or if a Revolut Card or security details could be used without the Business' permission.

The Business can freeze any of its Revolut Cards immediately using the Business app, the portal or by calling the automated number below. If the Business later determines that the risk to the Business' Revolut Card's security has been controlled, the Business can unfreeze it.

How the Business can contact us:

- Contact us via the Business app or the portal
- Call us on +61 1300 281 208 (to freeze your card only)
- Send us a message through the Business app or the portal
- Email us at feedback@revolut.com
- Write to us at Level 28, 161 Castlereagh Street, Sydney, NSW, 2000 Australia

22. RESTRICTIONS ON USING THE BUSINESS APP, THE PORTAL OR CARD

The Business must act reasonably and responsibly when using the Business app, the portal or a Revolut Card. For example, the Business app, the portal or a Revolut Card must not be used (directly or indirectly) for any of the prohibited businesses or services set out under section 5.1.

In addition to this, the Business must not use the the Business app, the portal or Revolut Card for any of the following:

- for illegal purposes (for example, committing fraud);
- in a way that we reasonably believe might harm our ability to provide our services;
- only to send money to and receive money from a credit card account;
- for any transactions to receive cash other than making a withdrawal from an ATM;
- to control or use any account, Business app or portal that the Business is not authorised to control or use;
- to give Revolut Cards to any other person who is not an Authorised Team Member;
- to allow anyone else to have access to or use the Business Account or the Business app or the portal;
- to abuse, exploit or get around any usage restrictions set by a service provider the Revolut Card is registered with; or
- to trade in foreign currencies for speculative purposes (that is, to take advantage of any expected rise or fall in the value of a currency) or to take advantage of discrepancies in the foreign exchange market.

We reserve the right to refuse or discontinue the provision of services to the Business where the use of the Business app, the portal or Revolut Card breaches these restrictions.

Marketplace and third party products

23. Marketplace

23.1 What is Marketplace

Revolut Marketplace is an online directory of various external applications (**Third Party Apps**) created by third parties (**Third Parties** or each, a **Third Party**) that the Business can choose to integrate its Business Account with. By doing so, the Business will be able to view data associated with its Business Account (**Revolut Account Data**) within the applicable Third Party App.

To access Revolut Marketplace, a Business will need to acknowledge and agree to be bound by any Third Party terms and conditions, such as privacy policies and service-

specific terms applicable to the integration with the Third Party Apps. You should read and make sure you agree to these Third Party terms and conditions before you integrate your Business Account.

23.2 Connecting Business Account with Third Party Apps

The Business Account may be linked to the Third Party App by selecting the Third Party App within the Marketplace and by providing consent for the integration. The Business represents that any requests by the Business to integrate the Business Account must be submitted by a person that is authorised to make such requests.

By integrating, the Business acknowledges and agrees:

- to the disclosure of Revolut Account Data to the applicable Third Party;
- that if the Revolut Account Data comprises of any personal information or confidential information about any third party, the Business has obtained the consent of such third party to the disclosure;
- that we may take any other actions as required to transfer Revolut Account Data to the Third Party App; and
- that we are not responsible for any disclosure, modification or deletion of Revolut Account Data or for any corresponding losses or damages the Business may suffer, as a result of the disclosure to the Third Party

23.3 Ending the integration with Third Party Apps

The Business may end the integration between the Business Account and Third Party Apps at any time within the App.

23.4 Removing Third Party Apps from Marketplace

We may remove Third Party Apps from Marketplace, at any time. We may also suspend, delay or terminate disclosing Revolut Account Data to Third Party App, at any time.

We'll give as much notice as we can before we do this, although this may be limited in an emergency situation (for example, if we suspect that there are information security risks) or if we need to take these actions for reasons outside our reasonable control.

23.4 Third Party Apps as an independent service provider

The integration of the Business Account with such Third Party Apps is made available only as a convenience. We do not endorse or assume any responsibility for Third Party Apps (or any products or other services associated with the Third Party) or provide any warranties or make any representations with respect to Third Parties or Third Party Apps. The Business acknowledges that we have no control over Third Party Apps and we will not be responsible or liable to the Business or anyone else for services provided by Third Party Apps.

The relationship between the Business and any Third Party is strictly between the Business and such Third Party, and we are not obligated to intervene in any dispute arising between the Business and a Third Party.

The descriptions of Third Party Apps that we publish on Marketplace, and any associated links, have been provided to us by the Third Parties. While we make reasonable efforts to check the accuracy of the descriptions, the Third Parties are solely responsible for any representations contained in those descriptions.

Information and communication

24. HOW DO I GET INFORMATION ON PAYMENTS?

The Business can check all transactions on the Business Account through the Business app or the portal.

Transaction information is available for viewing or download through the Business app or the portal until the Business closes the Business Account.

We will send electronic notifications to the mobile devices, tablets or email addresses of persons authorised to receive notifications, each time a payment goes into or out of the Business Account. The Business can turn off these notifications. If notifications are turned off, transactions must be checked regularly in the Business app or the portal.

It's important that the Business is aware of the incoming and outgoing transactions on its Business Account, so we recommend that the Business does not turn off notifications.

25. COMMUNICATING WITH THE BUSINESS

25.1 How we communicate with the Business

The Business (through its directors or partners, as applicable) and Authorised Team Members agree to receive communications electronically, which we'll provide through the Revolut app or portal, our website or by email.

Please make sure that the Business and its Authorised Team Members regularly check the Business app or portal, our website, email accounts and text messages for important information from us.

This is how we will provide account information and notify the Business about any fraud, suspected fraud, or a security threat relating to the account.

To help keep the account safe, the Business and Authorised Team Members should download the latest software for mobile devices and the latest version of the Business app as soon as they are available.

25.2 Keep us in the loop

Please keep details of the Business (including details of Authorised Team Member) up to date and let us know immediately if any information provided to us changes.

To meet our legal and regulatory requirements we might sometimes need to ask for more information about the Business. If the Business does not supply this information we may not be able to continue to provide the Business with our products or services.

25.3 How you communicate with us

Authorised Team Members with certain permissions will normally communicate with us on your behalf through the Business app, the portal or by email.

If the Business wishes to communicate with us directly, including to override instructions give by Authorised Team Members or to give us instructions about the Business Account:

- if the Business is a company, the Business must provide instructions signed in accordance with section 127 of the Corporations Act (usually by 2 directors or 1 director and 1 company secretary, with names and positions stated under the signature);
- if the Business is a partnership, the Business must provide instructions signed by each partner as stated in the partnership agreement; and
- if the Business is a sole trader, the Business must provide instructions signed by the individual operating as a sole trader who opened the account.

What happens if something goes wrong

26. MISTAKEN, DELAYED AND MISSING PAYMENTS

We'll always try to process payments correctly and on time, but sometimes things go wrong. The list below sets out who is responsible if something goes wrong with a payment.

| Scenario | Who is responsible for loss? |
|--|--|
| 1. Electronic money sent but not received as a result of our mistake or negligence. | <p>If the Business sends electronic money and it is not received by the recipient we'll refund the payment back into the Business Account.</p> <p>If the Business had to pay any charges or interest we'll refund those too.</p> |
| 2. The Business entered the wrong account or other details when making the payment (or incorrect details were given to us in the case of a Payout Link). | If we're unable to get the electronic money back we're not required to reimburse the Business for its loss. |
| 3. The Business received a payment by mistake (for example, because | We will take the amount of the mistaken payment from the Business |

| Scenario | Who is responsible for loss? |
|---|---|
| someone entered the Business Account details by mistake when making a payment). | Account and return it to the person who it belongs to. |
| 4. A payment from the Business Account or Revolut Card has been made without authorisation. | If the Business tells us within 120 days of the transaction, we'll pay you the full amount that was debited from the Business Account without proper authorisation |
| 5. A payment from the Business Account or Revolut Card has been made without authorisation but the Business has: (i) acted fraudulently; or (ii) failed to keep the security details of the Revolut Card safe as required under this agreement. | We're not required to reimburse the Business for any loss as a result of the unauthorised transaction (i.e. you'll bear the loss) unless any part of the loss was a result of us or our third-party service providers acting fraudulently or with gross negligence (to that extent, we'll bear the loss). |
| 6. A payment from the Business Account or Revolut Card has been made without authorisation as a result of us or our service providers acting fraudulently or with gross negligence. | We'll pay the Business the full amount that was debited without authorisation unless any part of the loss was a result of the Business acting fraudulently or with gross negligence (to that extent, the Business will bear the loss). |
| 7. A payment is delayed. | If we can show that the delay occurred for reasons outside of our control, we're not liable to the Business for any loss. If we did cause the delay, we're liable to the extent that we caused it and the loss was foreseeable. We're not liable if we've refused or delayed the payment under section 27 of these Business Terms or because of any delay caused by a third party to the provision of our services. |

These rules don't apply to currency exchanges, which are instantaneous.

If any of the above applies the Business must notify us as soon as possible through the Business app, the portal or by email.

27. UNAUTHORISED TRANSACTIONS

Let us know of any unauthorised transactions as soon as possible through the Business app, the portal or by email.

27.1 When the Business is not liable

We'll pay the electronic money back into the Business Account if the unauthorised transaction happened:

- because of the fraudulent or negligent conduct of our staff or agents, the companies involved in networking arrangements, merchants (i.e. providers of goods or services) or of their agents or employees;
- the Business couldn't have known that its security details or Revolut Card were at risk of being misused;
- the payment happened because someone we're responsible for made a mistake;
- after we were notified that security details or a Revolut Card was lost or stolen, misused or breached;
- the payment is eligible for a chargeback under the relevant card scheme rules;
- after the Business instructed us to cancel a Revolut Card and has either returned the Revolut Card to us, or taken all reasonable steps to have the Revolut Card returned to us;
- using a Revolut Card that is forged, faulty, expired or cancelled;
- as the result of the same transaction being incorrectly debited more than once to the Business Account; or
- through a card transaction requiring the use of a Revolut Card or a PIN, and happened before the Authorised Team Member receives their Card or PIN (including a replacement or reissued Revolut Card or PIN).

27.2 When the Business is liable

The Business is liable to us for:

(a) any breach or non-observance of these terms by the Business or its Authorised Team Members;

(b) use of a Revolut Card or any transaction arising out of the use of a Revolut Card with the knowledge and consent of the Business;

(c) unreasonably delaying notifications of misuse, loss or theft of a Revolut Card or security details becoming known to someone else;

(d) engaging in fraud; or

(e) an Authorised Team Member:

(i) voluntarily disclosing their PIN to anyone;

(ii) keeping a record of a PIN: (a) without making a reasonable attempt to disguise it or to prevent unauthorised access to it, and (b) in a way that it could be lost or stolen with their Revolut Card;

(iii) writing their PIN or a disguised record of their PIN that is accessible with the Revolut Card;

(iv) selecting a PIN which represents their birth date, or being an alphabetical code which is a recognisable part of their name; or

(v) acting with extreme carelessness in failing to protect their PIN.

However, the Business will not be liable to pay for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Revolut Card or the Business Account linked to the Card; or
- that portion of the losses incurred which exceed the credit balance of the Business Account.

28. PREVENTING ACCESS TO THE BUSINESS ACCOUNT OR TO OUR SERVICES

The safety of the Business Account is important to us. We may prevent, suspend, delay or terminate access to the Business Account, transactions, available services, Revolut Cards or Authorised Team Member access (separately and together, **preventing access**) in the circumstances set out below.

28.1 Security reasons

We may prevent access for security reasons, including:

- if we're reasonably concerned about its security or that it might be used fraudulently or without the Business' permission; or
- to meet our legal or regulatory obligations or to mitigate material risks.

28.2 Disputes

We may prevent access if we are notified or become aware that the Business is in dispute (for example, the partners, directors or shareholders are in dispute, as the case may be) which increases our material risk if the transaction or access were permitted.

If we're notified of a dispute and a transaction is scheduled to take place, we will allow the transaction if we receive:

- for a company, instructions signed in accordance with section 127 of the Corporations Act or as otherwise specified by us;
- for a partnership, signed instructions from each of the partners; or
- for a sole trader, signed by the individual acting as a sole trader.

28.3 Account inactivity and unclaimed monies

We may close the Business Account if it becomes inactive. The Business Account becomes inactive if:

- no payment is made in or out of the Business Account during a continuous 12 month period; and
- the balance of the Business Account is nil or in debit without any arrangements.

28.4 Unclaimed monies

If no payment in or out of the Business Account has been made for 7 years we may close the Business Account, and transfer any prescribed electronic money in the Business Account to the government.

We will usually notify the Business before we close the Business Account, but there may be circumstances where we are unable to (such as when contact details have not been maintained). Contact us to find out how to recover unclaimed money (although it may take three months or more to recover money that has been transferred to the government).

28.5 Other reasons

In addition to the circumstances above, we may also prevent access for any of the reasons set out below:

- (a) if we have good reason to suspect that the Business is behaving fraudulently;
- (b) the Business has not complied with our customer identification checks;
- (c) if the Business is a partnership:
 - (i) if a bankruptcy order or court order is made against any of the partners;
 - (ii) a partner has entered into an individual voluntary arrangement with their creditors;or
 - (iii) a partner's death or incapacity results in dissolution of the partnership;
- (d) if the Business is a sole trader and the sole trader has died;
- (e) if the Business is a company:
 - (i) you are insolvent, enter into voluntary administration, restructuring (under Part 5.3B of the Corporations Act), other insolvency process or arrangement, or material creditor enforcement action is taken against you or your assets; or
 - (ii) the company has been deregistered;
- (f) if any part of the electronic money balance in the Business Account is a mistaken payment;
- (g) if the Business hasn't given us (or someone acting on our behalf) any information we need to satisfy our own internal processes or legal requirements, or we have good reason to believe that information the Business provided is incorrect or not true;
- (h) if the Business has breached these terms and conditions and has failed to remediate the breach within a reasonable timeframe as requested by us;
- (i) if we have good reason to believe that the use of the Business Account, Business app or portal is harmful to us in any way, including our software, systems or hardware, our reputation or our goodwill;
- (j) if we reasonably consider that the instructions of an Authorised Team Member is not permitted by the Business;
- (k) if we have asked the Business to repay money to us and the Business has not done so within a reasonable period of time;

- (l) if we have to do so under any law, regulation, court order or instructions of a regulator, court, tribunal or external dispute resolution scheme;
- (m) if legal or regulatory requirements prevents us from carrying out instructions or transactions or require further checks to be conducted;
- (n) if we believe that processing the Business' instructions would breach these terms and conditions or that the instruction doesn't contain all the information we need to carry out the transaction properly;
- (o) we may refuse to issue a new Revolut Card if the Business Account does not have a sufficient electronic money balance in the Business Account to pay us to issue or deliver the card;
- (p) if there is an insufficient electronic money balance in the Business Account to make the transaction and cover any related charges;
- (q) if something happens to our IT systems that puts the Business Account or us at material risk;
- (r) if a third party prevents us from making the payment (for example, if Mastercard or Visa do not allow a payment or cash withdrawal using a Revolut Card); and
- (s) for any other reasons where we provide you at least 30 days' notice.

28.6 Communicating when we prevent access

Unless it would reduce security or it would be unlawful, if we are:

- (a) delaying or cancelling a payment, where possible, we'll use the Revolut Business app or the portal to notify the Business that we have refused to make a payment. If the Business would like to find out why we refused the payment, and what it could do to resolve any issues, please contact us through the Business app or the portal; and
- (b) closing or suspending the Business Account, we will notify the Business at least 30 days before we do this. Closing the Business Account and ending the agreement may also end any other agreements the Business has with us or through us.

We won't be responsible for any losses suffered by the Business as a result of us preventing access unless it is caused by fraud or gross negligence on our part.

29. RESPONSIBILITY FOR WHEN THINGS GO WRONG

29.1 Our responsibility

We'll do as much as reasonably possible to make sure that our services are not interrupted and are accessible at a reasonable speed. However, we can't guarantee (except as required by law) that this will always be the case or that the services will be free from faults. This is partly because we also rely on some third parties to provide services to the Business.

If the Business has a Revolut Card, we will inform the Business of any changes to our system that will affect the ability to use the Revolut Card.

If the Business can't use a Revolut Card for any reason we will only be responsible for replacing that card.

We will not be responsible for any losses or costs incurred by the Business because of a legal or regulatory requirement, or because there were unusual or unexpected events outside our control.

We won't be responsible to the Business for any of the following, whether direct or indirect, that arises in connection with these terms and conditions:

- loss of income or profit;
- loss of goodwill or damage to your reputation;
- loss of business contracts or opportunities;
- loss of anticipated savings; or
- consequential loss.

Except when the law states otherwise, we also won't be liable for any loss suffered by the Business as a direct or indirect result of the following:

- the actions of any Authorised Team Member;
- the Business giving us incorrect or incomplete information;
- any delays in or disruptions to our services;
- any faults, mistakes or inaccuracies of any kind in our services;

- information or services provided by third parties (including as a result of integration via Marketplace); or
- anything a third party does or fails to do.

Nothing in these terms and conditions removes or limits:

- our liability for death or personal injury resulting from our negligence, or from fraud or fraudulent claims or statements; or
- any other liability which, by law, cannot be removed or limited.

29.2 The Business may be responsible to us for certain losses

If the Business has breached these terms and conditions, and this has caused us to suffer a loss, the following will apply:

- the Business will be responsible for any losses we suffer as a result of the Business' actions (we will try to keep the losses to a minimum);
- if the Business' actions result in us losing profits, the Business may also be responsible for those losses. The Business won't be responsible if this would mean that we are compensated twice for the same loss; and
- the Business will also be responsible for any reasonable legal costs that arise as a result of our losses.

30. SETTING OFF AMOUNTS OWED TO US

The Business Account should not be overdrawn. If the Business Account is overdrawn, we may automatically transfer electronic money which is kept in any other digital wallet

- for partnerships, electronic money kept in other Revolut accounts held in the name of a partner, to clear debts owed to us; and
- if there is an insufficient balance in the base currency of the Business Account, the equivalent value from electronic money held in another currency by the Business.

If we do this, the balance of the digital wallet from which we have transferred money will reduce by the amount owed for this purpose. The Business agrees that it may not

set off any amounts we owe the Business (for example, electronic money balances in your accounts) against amounts owed to us.

31. INDEMNITY

The Business must indemnify and keep indemnified us and our affiliates on demand against all losses incurred or suffered by us or our affiliates in connection with or as a result of:

- (a) a breach by the Business of any term of this agreement;
- (b) the instructions or conduct of any Authorised Team Members;
- (c) the Business' failure to comply with any applicable law;
- (d) the Business' use or misuse of the Business Account or our services;
- (e) a third party alleging that our use of materials as permitted by this agreement infringes any intellectual property rights; or
- (f) us acting on any instructions from the Business or any instructions which we reasonably believe to have been made by you.

32. HOW TO MAKE A COMPLAINT

If the Business is unhappy with our service, we'll try to put things right. If you have a complaint, please contact us through the Business app, the portal or by email.

Note that if a complaint is raised by an Authorised Team Member, we will verify with the business customer that the Authorised Team Member is permitted to raise and deal with the complaint on behalf of the Business.

A complaint can be submitted using our [online form](#) or contact the Complaints team at formalcomplaints@revolut.com, or in a letter addressed to:

Revolut Payments Australia Pty Ltd
Level 28, 161 Castlereagh Street
Sydney, NSW, 2000 Australia

The person raising the complaint will need to tell us:

- Their name;

- The Business' name and Business Account details;
- Their phone number and email address associated with the Business Account;
- When the problem arose; and
- How the Business would like us to put the matter right.

We'll look into the Business' complaint and will aim to provide a response as soon as possible or within 30 days following receipt of the complaint.

Click [here](#) for more information about our complaints handling procedure.

Australian Financial Complaints Authority (AFCA)

If the Business is unhappy with how we have dealt with your complaint, the Business may refer it to AFCA. AFCA provides fair and independent financial services dispute resolution that is free to customers.

Their address is: Australian Financial Complaints Authority Limited GPO Box 3
Melbourne VIC 3001

Phone: 1800 931 678

Email: info@afca.org.au

You can find more information on their [website](#).

Bank Guarantee

In the event that we are found by AFCA or another court or tribunal in Australia to be in breach of any obligation to the Business in relation to the Business Account and Revolut Australia does not remedy the breach within 10 business days following the receipt of AFCA's, the court or tribunal's judgement or determination, the Business will be able to request that the Trustee makes a demand on the Bank Guarantee with the Trustee.

The Trustee's contact details are: Global Loan Agency Services Australia Nominees Pty Limited (Re: Revolut Australia), Level 23, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000 Phone: (02) 8226 8728 (Re: Revolut Australia) Email: apac@glas.agency (Re: Revolut Australia), You can find more information on their [website](#).

Legal bits and pieces

33. WHEN WE CAN CHANGE THESE TERMS

From time to time we may need to change these terms and conditions, including:

- if we think it will make them easier to understand or more helpful ;
- to reflect the way our business is run, particularly if the change is needed because of a change in the way any financial system or technology is provided;
- to reflect legal or regulatory requirements that apply to us;
- to reflect changes in the cost of running our business; or
- because we are changing or introducing new services or products that affect our existing services or products covered by these terms and conditions.

Telling you about changes

We'll notify the Business of any changes to these terms and conditions through the Business app or the portal. If we add a new product or service that doesn't change these Business Terms or increase the amount of fees and charges payable by the Business, we can add the product or service immediately and let you know before the Business uses it.

For changes that we believe are not adverse to the Business' interests we will tell the Business about the change no later than the day the change occurs. Otherwise, we'll provide you with 30 days notice through the Business app, the portal or by email before we make any change. We'll assume you're happy with the change unless the Business instructs us to close the Business Account before the change is made.

34. PRIVACY AND CONFIDENTIALITY CONSENTS

34.1 Consents for individuals

Directors, partners and Authorised Team Members agree to our [Business Privacy Consents](#).

A director, partner or an Authorised Team Member can withdraw consent by contacting us. If consent is withdrawn, we'll stop using their information for the purpose of providing our services (this may result in us being unable to provide our services), but we may need to keep the information for other legal reasons.

34.2 Consents for companies

By agreeing to these Terms, a company agrees that we may disclose its information:

- (a) in order to provide with the products and services requested;
- (b) where disclosure is compelled by law;
- (c) where there is a duty to the public to disclose; or
- (d) where our interests require disclosure.

35. OUR INTELLECTUAL PROPERTY

Except as we've set out in section 37 below, we own all the intellectual property in our products (for example, the content in our Business app, the portal and on our website, our logo and card designs). The Business must not use our intellectual property as your own, except to enjoy our products. The Business also must not reverse-engineer any of our products (that is, reproduce them after a detailed examination of their construction or composition).

36. AUSTRALIAN CONSUMER LAW

To the extent that the Business acquires goods or services from us as a consumer within the meaning of Schedule 2 to the Competition and Consumer Act 2010 (Cth) (the '**Australian Consumer Law**'), you have certain rights and remedies (including consumer guarantee rights) that cannot be excluded, restricted or modified by agreement (including the Terms).

Nothing in the agreement excludes, restricts or modifies any such rights the Business may have under the Australian Consumer Law.

To the extent that the Australian Consumer Law permits us to limit our liability, then our liability is limited to:

- in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

37. OTHER INFORMATION

Our contract with the Business

Only the Business and us have any rights under the agreement.

The agreement binds the Business and you cannot transfer any rights or obligations under it to anyone else.

Our right to transfer

We reserve the right to transfer, assign or novate this agreement if we reasonably think that this won't have a significant negative effect on the Business' rights under these terms and conditions or we need to do so to comply with any legal or regulatory requirement and you consent to any such transfer.

Third-party intellectual property

The Business app displays Google Maps features and content, which includes intellectual property that doesn't belong to us. For this reason, the [Google Maps/Google Earth Additional Terms of Service](#) and [Google Privacy Policy](#) apply to the Business' use of the Google Maps features and content.

Our right to enforce the agreement

If the Business has breached the agreement and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date.

Taking legal action against us

If the Business wants to bring a claim against us in the courts, the courts of the State of Victoria will be able to deal with any matters relating to this agreement.