

If you sign up to Revolut after the launch of our Irish branch, this version of our terms applies to you from 30 September 2023. If you received an email from us about the transfer to the Irish Branch, this version of our terms will apply to you from the date indicated in that email. If you would like to see the terms that apply until then, please click [here](#).

## My Revolut account

### 1. Why this information is important

This document sets out the terms and conditions for your Revolut business account (the **account**) and its related services. It also sets out other important things that you need to know.

These terms and conditions, along with our [Fees page](#) and [Revolut Business Customer Privacy Notice](#) and any other terms and conditions that apply to our services, form a legal agreement (the **agreement**) between:

- you, the account holder; and
- us, Revolut Bank UAB acting via its Irish branch.

Revolut Bank UAB is a bank incorporated and licensed in the Republic of Lithuania with company number 304580906 and authorisation code LB002119 and whose registered office is at Konstitucijos ave. 21B, 08130 Vilnius, the Republic of Lithuania. We are licensed and regulated by the [Bank of Lithuania](#) and the [European Central Bank](#) as a credit institution. You can see our licence on the Bank of Lithuania website [here](#) and our incorporation and company documents on the Lithuanian Register of Legal Entities website [here](#). Revolut Bank UAB has established a branch in Ireland, with company number 909790 and whose address is at 2 Dublin Landings, North Dock, Dublin 1, Ireland (our "**Irish Branch**").

Services provided to you in these terms are provided by us via our Irish Branch unless stated otherwise. We are subject to the banking and payments services regulations in Ireland which regulate our activities and liability, provision of payment services, rights and obligations of our customers and applicable fees.

You can ask for a copy of these terms and conditions through the Revolut Dashboard at any time.

It's important for you to understand how your account works, so if you'd like more information you might find it helpful to read our [FAQs](#). The FAQs are for information only. They don't form part of our agreement with you.

If you want to use a Revolut account for personal purposes, these terms and conditions will not apply. You'll need to read the [Personal Terms](#).

### 2. What type of account is my Revolut account?

Your account with us is a payment account and the money in it is held by us as a deposit. This type of account is commonly called a "current account" and it is a type of bank account where you can store and withdraw money, and make payments. In these terms and conditions we may refer to it as the "Revolut Account", a "current account" or an "account".

We do not pay interest on the deposits in your current account. You can earn interest by depositing your funds in one of our interest bearing products which we may offer from time to time.

### 3. Using money in your Revolut account

Once you have money in your account you'll be able to use our services. For example, you can do the following:

- send money to and receive money from other Revolut accounts and non-Revolut accounts;
- change money from one currency to another (we call this a currency exchange). The currencies available might change occasionally;
- make payments and withdraw cash using your Revolut Card;
- view information about and manage your account; and
- use the Revolut Open API.

We add new features and services all the time. We'll let you know about these through the Revolut Dashboard.

You can access the Revolut Dashboard through the business account portal on our website.

### 4. Can I open a Revolut business account?

By accepting these terms and conditions you confirm that:

- you have received by email, read and understood these terms and conditions;
- you have received by email, read and understood the standard information for deposit insurance of the State Company Deposit and Investment Insurance (VĮ "Indėlių ir investicijų draudimas") which is also available [here](#);
- you have read, understood and accepted our [Revolut Business Customer Privacy Notice](#); and
- you have provided correct and accurate contact information (including an email address that you check regularly) during the onboarding process.

You must be over 18 to open a Revolut account and open a Revolut account under this agreement for business purposes only and not for personal purposes

When you ask to open your account, the following apply:

- you promise that a person opening an account for you has full authority to enter into the agreement; and

- we, or someone acting for us, will ask for certain information about you, where the amount you are opening the account with comes from, your authorised persons (as explained below), as well as any directors, partners, people with significant control over your business or any beneficial owners. We'll also ask you to confirm that any authorised person has your authority to act on your behalf and that they have agreed to keep to these terms and conditions.

We will only give you access to your Revolut account and the Revolut Dashboard once we have all the information we need.

You can't open more than one Revolut account, or open a new Revolut account if we've previously closed a Revolut account that you held. You also cannot open an account with us if you are a charity, political organisation or religious organisation.

You cannot open or hold a Revolut account if you carry out any sort of business or activity that relates to the following:

- dating and escort services;
- pornography;
- weapons;
- trading in precious metals, stones or art;
- running an auction house;
- chemicals and related products;
- video-game arcades;
- selling second-hand cars;
- binary options or gambling;
- debt collection;
- trading in prime-bank guarantees, debentures, letters of credit or medium-term notes;
- consulates, diplomatic offices or embassies;
- charities, foundations or non-profit organisations;
- Funds, Trusts or SPVs;
- Non-regulated FX, MSBs or Remittance businesses; or
- Regulated FX, MSBs or Remittance businesses - where Revolut Account will be used to hold or manage client funds.

In order to manage risk, we may refuse to let you open or hold a Revolut account if you carry out any other business or activity that we are not comfortable with. We may also restrict some or all of our features or services if, in our sole discretion, we believe there is a high level of risk associated with your business (for example cryptocurrency activity posing a risk that is not acceptable to us). Or we may apply restrictions, which we'll tell you about before we allow you to open the account.

## **CORPORATE OPT-OUT**

If you are not a micro-enterprise, you agree that we are not required to provide you with the information or comply with requirements under Part 3 and relevant sections under Part 4 of the Payment Services Regulations 2018 as may be amended, superseded or replaced.

## **5. Different Revolut plans to suit your business needs**

We know that different types of businesses need different things, so we've created different Revolut plans to suit our customers. You can choose the plan that best suits your business. Based on the business you conduct and how it requires us to administer your account, we may need to charge you a higher subscription fee. If you are new to Revolut Business, we will tell you what pricing plan we can offer to you before you make the decision to onboard with us. If you are an existing Revolut Business customer and we need to move you to a different Revolut Business Company plan, we will give you 60 days' notice of this change and an opportunity to close your account if you do not accept it (unless you are a large corporation customer in which case we can make this change with a 2 weeks' notice).

Different limits and restrictions apply to each plan. Click [here](#) or [here](#) for more information about the plans.

## **6. How do I get information on payments into and out of my account?**

You can check all payments into and out of your account through the Revolut Dashboard. We will not make any changes to the information and it will be available to you through the dashboard until you close your account. If you need the information after then, you will need to download it. You can download information from the dashboard at any time before your account is closed.

We will send a notification to your mobile or tablet, or by email, each time a payment goes into or out of your account. You can turn off these notifications. If you do this you should regularly check the Revolut Dashboard for information on payments. It's important that you know what payments are going into and out of your account, so we recommend that you do not turn off notifications.

### **Communicating with you**

We'll usually communicate with you through the Revolut Dashboard. Other Revolut group entities may also communicate with you via the Revolut Dashboard if this is agreed with you and that entity.

This is how we will provide account information and tell you about any fraud, or suspected fraud, relating to your account. It is also how we will tell you if there is a security threat to your account. Make sure you regularly check the Revolut Dashboard for this information.

To help keep your account safe, download the latest software and version of the Revolut Dashboard as soon as it is available.

We may also communicate with you by text message, phone call or email, so you should regularly check your text messages and email account.

Consents, approvals, acceptances and other statements given by the account administrator, an authorised user or an authorised cardholder using the Revolut Dashboard shall have the same legal validity as a signature on a written document. Agreements concluded by the account administrator, an authorised user or an authorised cardholder via the Revolut Dashboard shall be treated as written agreements between you and us. Any instructions to conduct operations or other actions which are submitted by the account administrator, an authorised user or an authorised cardholder through the Revolut Dashboard will be treated as being submitted by you.

To be clear, you agree that the electronic tools used by us allowing us to identify the account administrator are considered an advanced electronic signature as determined by Article 26 of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (the eIDAS Regulation) and has the same legal validity as a signature on a written document.

We'll communicate with you in English.

### **Keep us in the loop**

Please keep your details up to date and let us know immediately if any information you've given us changes. If we discover that any of your information is incorrect we will update it.

When we refer to "email" we mean the email you provided to us during the onboarding process (unless you updated your email afterwards). It's important that you provide your primary email address and check it regularly. Should your email address change or should you have any trouble receiving or opening emails from us, you must notify us immediately. Otherwise, you agree that if an email has been delivered to your email address, you should have read it, even if you failed to do so for whatever reason.

To meet our legal and regulatory requirements we, or someone acting for us, might sometimes need to ask for more information (for example, if your spending increases). Please provide this information quickly so that there is no disruption to your account or our services.

## **7. Revolut Dashboard**

You manage your account and Revolut Cards through the Revolut Dashboard, which only you and the appropriately authorised persons will have access to.

## **8. Delegating access to your account and the Revolut Dashboard**

The agreement is binding on you, but you can authorise other people (delegates) to carry out certain activities on your behalf. There are three different categories of delegates, all referred to in this document as authorised persons.

- **Account administrator.** This is usually the person who initially enters into the agreement on behalf of the business. This person has access to the account, the Revolut Dashboard and our Open API (explained below). They can also make payments using your Revolut Cards (explained below). They can appoint other authorised users or authorised cardholders. They can also place limits on authorised cardholders and authorised users. The account administrator cannot appoint other account administrators.
- **Authorised user.** This is anyone you or an account administrator has authorised to make payments into or out of your account (including by using your Revolut Cards), make currency exchanges or use the Open API. They can appoint new authorised users.
- **Authorised cardholder.** This is anyone authorised only to use your Revolut Cards.

You or an account administrator (as appropriate) can place limits on the amount of any:

- currency exchange that an account administrator or authorised user can carry out; and
- payment that an account administrator, authorised user or authorised cardholder can make with a Revolut Card or through the Revolut Dashboard.

## **RESPONSIBILITY FOR AUTHORISED PERSONS**

We will treat all instructions and actions by authorised persons acting within the limits of their authority as if you had given that instruction or carried out that action yourself.

It is your responsibility to withdraw your authority from, or impose limits on, any authorised person (for example, if they are no longer employed by you).

Any authorised person must be 18 or over. You are also responsible for all their activities. For example, if they lose their Revolut Card or their security details, it is your responsibility to tell us in line with these terms and conditions, although you may ask them to tell us instead.

## **YOUR REVOLUT CARD**

Where these terms and conditions refer to your Revolut Card this includes all Revolut Cards we issue to you and authorised persons.

## **9. Open API**

Open API is an app that allows you to carry out certain activities such as setting up automatic payments out of your account and displaying your account balance. If you ask us to, and your plan allows it, we will give you an API Key which will allow you to use the Open API.

Click [here](#) for more information about our Open API.

## **10. What happens after my account is closed?**

We'll hold back enough money to cover any payments that you approved before your account was closed. You'll also still owe us any money that you owed us while your account was open.

## **How do I get access to my money after my account has closed?**

For eight years after your account has closed or your Revolut Card has expired you'll be able to contact customer services (at [feedback@revolut.com](mailto:feedback@revolut.com)) and ask them to send you the money we still hold for you.

Once your account is closed you can only withdraw your money in the currency of the country you live in.

## Keeping my account safe

### 11. How is my money protected?

Your money is protected once it reaches your Revolut Account or deposit account opened within another credit institution which is a participant of the Deposit Insurance Scheme. Your money will be credited to your Revolut Account as soon as possible after it arrives with us and in any case no later than on the next business day.

For example, if you're adding/transferring money to/from your Revolut Account not on a business day your money won't be protected by the Deposit Insurance Scheme until it reaches your Revolut Account or deposit account opened within another credit institution which is a participant of the Deposit Insurance Scheme. Nevertheless, your money will be protected in other ways as prescribed by laws.

The money in your Revolut Account is protected by Lithuanian deposit insurance administered by the State Company Deposit and Investment Insurance (VĮ "Indėlių ir investicijų draudimas") in accordance with the conditions established by the Law on Insurance of Deposits and Liabilities to Investors of the Republic of Lithuania which are available [here](#). There are no additional mechanisms (we call them "guarantee funds") under these Terms that protect your money in your Revolut Account.

### 12. Keeping your security details and Revolut Card safe

We do everything we can to keep your money safe. We ask you and all authorised persons to do the same by keeping your (and their) security details and Revolut Card safe.

Security details include usernames, API Keys (explained below) and any passwords that allow access to the Revolut Dashboard.

You shouldn't keep your security details near your Revolut Card, and you should disguise or protect them if you write them down or store them. Don't share your security details with anyone other than an open-banking third-party provider who is acting in line with regulatory requirements.

Please don't share your API Key with anyone. Sometimes it's easy to forget to take the steps you and your authorised persons should take to keep your money safe. Here are some tips:

- make sure you close down the Revolut Dashboard when you're not using it;
- don't give access to your API Key to anyone who shouldn't have access to it;

- don't allow your security details to be stored on any device such as a computer or mobile phone;
- change your password or Revolut Card PIN regularly;
- keep your email account and the device you use to access the Dashboard secure and don't allow others to use them;
- change your password or Revolut Card PIN regularly; and
- keep your email account and the device you use to access the Dashboard secure and don't allow others to use them.

**CONTACT US THROUGH THE REVOLUT DASHBOARD IF YOUR REVOLUT CARD IS LOST OR STOLEN, OR IF THE CARD OR YOUR SECURITY DETAILS COULD BE USED WITHOUT YOUR PERMISSION.**

If you can you should also freeze your Revolut Card using the Revolut Dashboard or by calling the automated number below. If you later realise there's not a risk to your Revolut Card's security, you can just unfreeze it.

**How you can contact us**

**Write to us:**

- Revolut Bank UAB (Irish Branch), 2 Dublin Landings, North Dock, Dublin 1, Ireland.

**Freeze your Revolut Card:**

- +370 5 214 3608 (your telecommunication service provider's standard rates apply).

**Tell us about a lost or stolen Revolut Card or security details:**

- Send us a message through the Revolut app on someone else's device.
- Send us a message on social media.
- Email us at [feedback@revolut.com](mailto:feedback@revolut.com) or [formalcomplaints@revolut.com](mailto:formalcomplaints@revolut.com).

**Call us:**

- +370 5 214 3608 (your telecommunication service provider's standard rates apply).

## 13. Giving open-banking providers and third-party providers access to your account

You can allow open-banking providers and third-party providers to have access to your account information or make payments on your behalf. These providers will need to be authorised by a regulator (such as the Central Bank of Ireland if the provider has its head office in Ireland or another EEA regulator if the provider has its head office in another EEA country but has permission to also operate in Ireland). If you are thinking of using an open-banking provider or third-party provider, you should ask them for details of their authorisation (if they have any) and check this yourself (you can do this by checking the regulator's online register of authorised providers).

Sometimes we might have to block an open-banking provider's or third-party provider's access to your account (for example, if we're concerned about fraud, or if they don't have the authorisation they need). If we do this we'll try to let you know beforehand or as soon as possible afterwards. We'll do this through the Revolut Dashboard or by email.

## 14. Are there any restrictions on using the Revolut Dashboard or Revolut Card?

Please act reasonably and responsibly when using the Revolut Dashboard or Revolut Card. The Revolut Dashboard or Revolut Card must not be used (directly or indirectly) as follows:

- 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;
- for any transactions to receive cash (for example, getting cash back), other than making a withdrawal from a cash machine;
- to control or use a Revolut account that's not yours;
- to give a Revolut Card to any person who is not an authorised person;
- to allow anyone who isn't an authorised person to have access to or use your account or the Revolut Dashboard;
- to abuse, exploit or get around any usage restrictions set by a service provider your Revolut Card is registered with. For example, you must only use one Revolut Card for any particular service provider that offers a free subscription or trial period;
- 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; or
- to use our services to hold or carry out transactions with your clients' money.

Please also act in a respectful way towards us and our support staff – we're here to help you.

## **Moving money in and out**

### 15. Adding money to your account

You can add money to your account using a debit card or credit card registered with us (we call this your stored card) or by bank transfer. Your stored card must be in your name.

When you add money by bank transfer, you must use the details stated in the Revolut Dashboard. Make sure you follow our instructions carefully to avoid any delays.

The account details you must use to add money to your account will depend on the currency of the money you are adding. For example, if you want to add money in Euro (€), you must use our 'Euro' details stated in the Revolut Dashboard.

If you use a stored card or a bank account that is in one currency to add money to your account in another currency, your bank or card provider may charge a fee.

There is more information on adding money to your account in our [FAQs](#).

### **Topping up with a stored card**

An authorised person can only add details of a stored card to the Revolut Dashboard if they are the named holder of that card.

You or an authorised person can cancel a stored card at any time through the Revolut Dashboard or by contacting the card provider.

### **Payment limits**

Sometimes we might limit how much you can receive or pay from your account, or how much you can withdraw or spend using your Revolut Card. We might also limit the value of currency exchange you can carry out at any one time or over a period of time. We might be able to increase the limit if you ask us to. These limits can change from time to time. Information about these limits is set out in our [FAQs](#).

## **16. Transferring money between Revolut accounts**

You can send money to other Revolut accounts. You may also be able to receive money from other people's Revolut accounts. We call these sorts of payments Instant Transfers.

You can make an instant transfer to another Revolut user's account by choosing them from the contacts list in the Revolut Dashboard and following the prompts. The other person will receive the transfer immediately.

## **17. Making other types of payments**

It's easy to send money to your or someone else's bank account. You can make a one-off payment or set up a recurring payment (like a standing order). Just enter the sort code and account number (or, for international payments, the BIC and IBAN) of the account you're sending the money to in the Revolut Dashboard and follow the prompts.

### **Using your Revolut Card**

You can also make payments or withdraw cash using your Revolut Card. You can do this by entering the details of your Revolut Card (the card number, expiry date and CVC number) or your PIN. We will consider these actions as you giving consent to make payments or withdraw cash from your Revolut account. You also give your consent to make payments from your Revolut Card by:

- touching your Revolut Card at the terminal (a 'contactless' transaction) and taking other actions on the electronic card reader. No PIN code is required for contactless payments up to a certain amount;
- signing for the purchase on the receipt issued by the electronic card reader;
- inserting your Revolut Card into the electronic card reader and doing something further that the electronic card reader requests without entering your PIN code (e. g. when paying the toll, car parking lot charges, etc.); or
- providing your Revolut Card number and other details and consenting to the initiation of payment orders for debiting your account when entering into an agreement with a trader or service provider.

When you use your Revolut Card to make a withdrawal from a cash machine or make a payment (for example, in a shop or restaurant), we will consider the payment to be authorised by you unless:

- you let us know that money has been stolen from your account; or
- you don't think we've carried out your instructions correctly.

Sometimes we might charge you a fee for making withdrawals. You can read about these fees in our Fees pages [here](#) or [here](#).

### **We are not responsible for losses where payments are returned in a different currency**

Sometimes, money you've asked us to transfer to someone is not paid into their account and is returned to us. If we had to carry out a currency exchange when we sent the payment, and can show that we did everything right, when we return the money to you we'll convert it back to the original currency. This means that the amount you receive back into your account might be less than the payment you made (or it could be more!). We would not be responsible for any losses that this causes you.

### **SEPA direct debits**

Depending on where you live, you may be able to pay direct debits in euros. These are called SEPA direct debits.

The bank holding the account the direct debit is to be paid to (the payee's bank) is responsible for asking us for the payment when it is due. You can:

- limit the amount of a SEPA direct debit or how often it is paid from your account (or both);
- cancel SEPA direct debits paid from your account; and
- choose to only allow SEPA direct debits to be paid to certain people.

You can do this by contacting us through the Revolut Dashboard.

If the account you want to make the payment to is not a personal account (for example, if it is a business or charity account), we might not carry out your instruction.

If you have set up a SEPA direct debit, the payee's bank will ask for it on the business day before it is due and we will pay it to the bank on the due date. If the due date is a non-working

day for the payee's bank (this is normally a weekend or bank holiday), it will reach the bank on the next working day.

Please read our [FAQ](#) on SEPA direct debits.

### **Take care entering the details of the person you want to pay**

When you enter the details of the person you want to pay, make sure the details are correct. If they're not, your payment might be delayed or you might lose your money if you enter the wrong details. Make sure you know the person you are making a payment to. If someone approaches you and asks you to make a payment to them, but you are not sure who they are or what the payment is for, you may be a victim of a scam and we may not be able to recover your money for you. If the person you want to pay does not receive the money, we won't be responsible if we processed the payment correctly but you gave us the wrong details. If you ask us to we'll be happy to try to get your money back, but this might be easier in some countries than others and we cannot guarantee that we will be able to.

If you reach out to our customer support team through the Revolut Dashboard, we can provide you with information to help you file a claim to recover the money, including the details of the person who did receive the money if we have them.

### **Payments for services provided by other Revolut group companies**

The Revolut Business app is more than just a current account. It's a platform where you can access a whole range of services.

Not all of these services are provided to you by our Irish Branch under these terms and conditions. Some services are provided by us under separate agreements or by other companies within our group. Where this is the case, you must agree to separate terms and conditions with us or those companies, which will govern those services. For example:

- If you use cryptocurrency services, these are provided by Revolut Ltd, and are governed by the [Cryptocurrency Terms and Conditions](#) with which you agreed to. We do not provide these services and you do not have rights against us under those [Cryptocurrency Terms and Conditions](#).
- Any other services provided by another group company.

Although we do not provide these services, normally they will result in a payment needing to be made to or from your current account with us. For example, when you buy or sell cryptocurrency, a payment will be taken from, or made to, your current account with us for the cryptocurrency. Where this is the case, we will credit or debit your current account with us as requested by other Revolut group companies on the basis of your terms and conditions with them.

### **Local account details**

Depending on your country, we may provide you with local account details. If we provide you with local account details from within the EEA (e.g. PLN, RON or similar), we treat this as a sub-account of your main account, and the rules that apply to your main account also apply to this sub-account.

If we provide you with local account details from outside the EEA (e.g. GBP, USD or similar), whenever you receive a payment to these details, we will issue an equivalent amount of e-money. When we do, you authorise us to immediately transfer this e-money to your current account. Whenever you make a payment from these account details, you authorise us to take the funds from your current account, immediately issue an equivalent amount of e-money, and immediately pay it out to the recipient in accordance with these terms and conditions.

## **Payment Links**

You can use payment links if you need to send money to a person or business and don't have their bank account details.

Payment links can be created by selecting 'Send' within the Revolut Business app and providing us with the currency, amount, recipient name and payment description. You can then share this link with the person or business you'd like to pay.

The recipient can then claim the money from the hosted page the link directs them to by choosing a payment method and entering their payment details. The recipient name you provide must match the one provided by the person or business redeeming the payment, else the payment will be rejected.

When you create a payment link, you are agreeing to make a payment without entering the account details yourself. Make sure you are careful when you share a link, and who you share it with. If the recipient name matches the one you provide us, the payment will be attempted to the details that are entered into the link. It is your responsibility to ensure that you've shared the link with the right person and the responsibility of the person you want to pay to ensure that they have provided the correct details. If you're worried about a payment link you have created, so long as the recipient has not claimed the funds, you can cancel it through the transaction list in the app.

Payment links are single use, meaning that once a payment has been made using a payment link, the link cannot be reused.

We may put limits on the amount you can pay using a payment link, which we will show you in the app.

Payment links have a time limit. Once expired, it is no longer possible to make a payment with this link. You can see this time limit in the app.

Fees will apply to payments made through payment links, as described in our fees page. There is no additional fee for payment links.

## **18. What happens if a payment was sent to the wrong account, wasn't sent at all or was delayed?**

We'll always try to process your payments correctly and on time, but sometimes things go wrong and a payment might be delayed or not received by the person you wanted to pay. If something has gone wrong and:

- the person paying you;
- the bank account you wanted to make the payment into; or
- the retailer you were paying,

is in the EEA, let us know through the Revolut Dashboard. You need to let us know as soon as possible, and no later than 13 months after the amount was taken from your account.

If money is not received into the account you sent it to, we'll refund the payment back into your account. If you've had to pay any charges or interest as a result of our mistake, we'll refund those too.

If we received a payment on your behalf, but the money was not paid into your account on time, we'll immediately credit your account with the amount of the payment.

These rules don't apply to currency exchanges.

The rules in section 18 above will apply to you if you are a micro-enterprise – a business which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million.

If you are a large corporation, you must contact us within three months of the mistake. We won't be responsible for the following:

- any losses other than those that are due to us acting fraudulently or negligently, or deliberately failing to do something; or
- any losses other than those that are directly caused by our failure, whether or not those losses could reasonably have been expected.

The exclusions of liability set out in section 32 apply to our responsibilities for payments sent to the wrong account, not sent at all or delayed.

If we received a payment on your behalf and the money has not been paid into your account, or it was not paid into your account on time, we'll credit your account with the amount of the payment within 10 business days.

## 19. What exchange rate do you use?

If you tell us to make a currency exchange, or we need to convert the currency of a payment into or out of your account or a cash withdrawal made using your Revolut Card, we'll use an exchange rate based on our market rate, which is based on foreign-exchange markets.

You can see the current rate in the Revolut Dashboard. Once we've converted the currency, your transaction history in the dashboard will show the exchange rate we used. We use the rate that applies at the time we carry out the conversion.

We've set out details of our exchange fee (if one applies) in our Fees pages [here](#) or [here](#).

We won't be responsible for the following:

- if you lose any money as a result of converting currency; or

- if you're charged any fees or lose any money because you're using your Revolut Card in another country and you ask the retailer (or the retailer's bank) to make the conversion. (For example, imagine you're a UK customer travelling in Japan. When you pay your bill at a restaurant you agree to pay in pound sterling rather than yen. This means you've asked for the retailer's bank to convert the currency. We can't be responsible if that bank gives you a worse exchange rate or charges you fees).

## 20. Can I cancel a payment or currency exchange?

You can cancel a payment (including a regular payment such as a standing order or a SEPA direct debit) at any time up to the end of the business day before the payment is due to be paid from your account.

You can't cancel a payment on the same day it's due to be paid from your account. This means that you cannot cancel transfers between Revolut accounts.

You also can't cancel a currency exchange once we've received your request to carry it out.

### **It's easy to cancel a payment instruction**

You can cancel an instruction to make a payment through the Revolut Dashboard.

## 21. How long does it take to make a payment?

We understand that when you make a payment, one of the most important things is that the person the payment is for receives it on time. When their bank will receive the money depends on what time you tell us to make the payment, and the currency you want us to make it in. The below explains when we'll make payments. Please note all times in these terms and conditions are based on UK time, that is, Greenwich Mean Time (GMT) from October to March, and British Summer Time (BST) from March to October.

A 'business day' means a day that the banks are open in both the Republic of Lithuania and the UK.

### **Instant transfer to a Revolut account:**

- You can provide your payment instruction at **any time** and we'll receive it **immediately**.

### **Payment to someone else's bank account:**

- If you provide your payment instruction **before 1pm on a business day**, we'll receive it **immediately**.
- If you provide your payment instruction **after 1pm on a business day**, we'll receive it **the next business day**.
- If you provide your payment instruction **on a day that is not a business day**, we'll receive it **the next business day**.

### **Payment link transfer to a bank account:**

- You can provide your payment instruction at **any time** and we'll receive it **when the person you want to pay enters their bank details** (as long as this is within 24 hours of you sending them the payment link).

#### **Payment to a bank account at a future date (such as a recurring payment):**

- You can provide your payment instruction at **any time** and we'll receive it **the same business day** (if the payment is due to come out of your account on a business day) **or the next business day** (if the payment is due to come out of your account on a non-business day).

The below sets out when we'll make payments in different currencies.

If the currency of your payment is **€ or £**:

- once we've taken the payment from your account, it will reach the account of the person you are paying no later than **the next business day**.

If the currency of your payment is **any currency other than € or £, to a bank account in the EEA (not the UK)**:

- once we've taken the payment from your account, it will reach the account of the person you are paying **up to four working days later**.

If the currency of your payment is **any currency other than € or £ to a bank account outside the EEA**:

- once we've taken the payment from your account, it will reach the account of the person you are paying **as soon as we can get the payment there**. How long it takes would depend on where the bank of the person you want to pay is. Please contact us through the Revolut app and we'll do what we can to help you.

**If you tell us to make a currency exchange you will receive the converted amount immediately.**

Please read our [FAQs](#) on processing times.

## 22. When we will refuse or delay a payment

We must refuse to make a payment, or delay a payment, in the following circumstances:

- if legal or regulatory requirements prevent us from making the payment or mean that we need to carry out further checks;
- if you have broken these terms and conditions in a way that we reasonably believe justifies us refusing or delaying your payment;
- if we believe that processing your instruction would break these terms and conditions or that your instruction doesn't contain all the information we need to make the payment properly;
- if the amount is over, or would take you over, any limit that applies to your account. We've set out the limits in our [FAQs](#);
- if there is not enough money available in your account to make the payment and cover any charge;

- if you've been declared bankrupt or insolvent, are being wound up, or a similar event is taking place;
- if, even after doing everything reasonably possible, we won't be able to make the payment on time;
- 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 your Revolut Card);
- if you owe us money or we intend to exercise our right of set-off;
- if we have asked you for important information we reasonably need and you have not given us that information; or
- if we have suspended your account.

**When we refuse to make a payment, we'll always (unless it would be unlawful or technically impossible for us to do so) try to let you know of that refusal, the reasons for that refusal (if possible), and the procedure for rectifying any factual errors that lead to that refusal. Such notification shall be given to you as soon as practicable following the refusal.**

If we can, we'll use the Revolut Dashboard to tell you that we have refused to make a payment. If you'd like to find out why we refused the payment, and what you can do to solve any problem, please phone us on +370 5 214 3608. We won't be responsible for any losses you suffer as a result of us refusing or delaying a payment.

## 23. Fees for making or receiving payments

We only charge fees for making or receiving payments where you've exceeded your free allowance for that type of payment or if your allowance does not include any free payments of that type. You can see what your free allowance is, and any fees you'll pay on top, on our Fees page [here](#) or [here](#).

Where this is the case and you ask us to make a payment, we'll deduct the relevant fee from your account balance separate to the amount you've asked us to send (when you are making a payment), or deduct it from what you're due to receive (when you are receiving a payment).

However, even if you haven't exceeded your free allowance, other banks involved, such as the bank of the person you are paying (or banks that help transfer the money between other banks) might sometimes take their fees from the payment you're sending or receiving. This could mean that you or the person you are paying receives less than expected. For example, you could only receive €90 from someone who has sent you €100 because the other person's bank has charged a €10 fee.

When you receive a payment, other banks involved charging a fee is out of our control. However, when you send an eligible international payment with us, you can avoid it from happening by using our Guaranteed SWIFT (OUR) Transfer feature. This feature allows you to choose to pay the full fee yourself and ensure that the recipient receives the full amount.

Whenever a fee is charged by us, you will be shown the fee in the app before you decide to make the payment.

## **What happens if something goes wrong**

### 24. What happens if someone steals from my account?

Let us know as soon as possible through the Revolut Dashboard (and no later than within 13 months from the date the money was taken from your account). We'll pay the money back into your account if all of the following apply:

- you couldn't have known that your security details or Revolut Card were at risk of being misused;
- the payment happened because someone we're responsible for made a mistake;
- the payment was taken after you told us that someone knew your security details or your Revolut Card was lost or stolen, or we didn't give you a way to tell us about this; and
- the law required us to make you follow certain prompts when you instructed us to make the payment and we didn't do this.

We'll also pay back any charges you had to pay as a result of the payment being taken from your account.

We won't refund any money if you've acted fraudulently, or you intentionally or carelessly failed to keep your security details or Revolut Card safe (unless you told us about this before the payment was taken from your account). For example, we wouldn't make a refund if you gave someone your Revolut Card PIN and they made a payment using your card without you knowing about it.

In addition, we reserve the right to reverse transactions credited to your account in the following cases:

- the sums were credited following an error by the payer, his account holder, a third party or Revolut;
- a return of funds request from another financial institution established within the EEA has been reviewed and approved by Revolut.

The rules in section 24 above will apply to you if you are a micro-enterprise - a business which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million.

If you are a large corporation, you must contact us within three months of the date the money was stolen from your account. We'll then refund the amount that was stolen and restore your account to the state it would have been in if the amount had not been stolen. We won't provide a refund if the theft happened because you didn't keep your security details safe or evidence

suggests that you acted fraudulently. We'll treat any payment instruction given using the Revolut Card or the Open API as evidence that you authorised the payment or didn't keep your security details safe.

## 25. When we might block access to your account, the API Key or your Revolut Card

The safety of your money is important to us. We might prevent you from making payments from your account with the API Key or your Revolut Card if we're reasonably concerned about its security or that it might be used fraudulently or without your permission.

We might also have to block your account or your Revolut Card to meet our legal obligations.

We'll tell you through the Revolut Dashboard before, or as soon as possible after, we block your account, API Key or Revolut Card. We'll also let you know why we've done it (unless it would reduce your or our security or it would be unlawful). We will unblock your account as soon as the reasons for blocking your account no longer exist.

We may also refuse to issue a new Revolut Card if you do not have enough money in your account to pay us to issue or deliver the card.

## 26. How you might owe us money

You cannot borrow money on your account (for example, make payments of more than the value of the money in it), although you may be able to benefit from one of our credit products. If your balance becomes negative (for example, because you do not have enough money to cover fees you owe us), you must within 7 (seven) days upon our request to top up your account with the required amount to correct the negative balance. You won't pay any fees or interest for the negative balance.

If you owe us money, we can take the amount you owe us from any amount we are due to pay to you. We call this our right of set-off.

If you owe us money and you don't add money to your account or repay us within seven days, we can recover the amount by:

- taking the amount you owe us from your stored card;
- exercising our right of set-off; or
- taking other legal steps to recover the money you owe us, such as instructing lawyers or debt collectors.

If we take any (or all) of these steps, we might charge you our recovery costs. You do not have any right of set-off under this agreement.

## **Paying fees or other amounts you owe us (other than third-party fees for making or receiving payments)**

The fees you may have to pay us are listed in our Fees page [here](#) or [here](#). If you owe us fees (other than third-party fees for making or receiving a payment) or any other amount, we'll take the amount you owe us from your account, in the currency of the country you live in (your base currency). If not enough money in your account is held in your base currency, we'll take the equivalent value from money you hold in another currency. If you don't have enough money in your account to pay the fees or other amounts you owe us, we might recover the amount in another way, as explained above.

## 27. Your refund rights

**This section 27 applies to you only if you are a micro-enterprise - a business which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million.**

### **Revolut Card payments**

You can ask us to refund an amount taken from your account if all of the following apply:

- you agreed that a payment could be taken, but didn't with agree the actual amount of the payment;
- the amount taken is more than you reasonably expected in all the circumstances (including your spending pattern);
- the person you paid is in the EEA;
- you didn't authorise the payment directly with us;
- we and the person you paid did not give you any information about the payment during the four weeks before it was taken; and
- you ask us for a refund within eight weeks of the payment being taken from your account.

For example, you could get a refund if you gave a hotel permission to charge your Revolut Card for anything you take from the minibar, but the hotel has charged you more money than you could reasonably have expected at the time you gave them permission to do this.

We may ask you for more information to investigate the matter. We'll provide a refund, or tell you why we couldn't provide one, within 10 business days from the date you give us the information we ask for.

### **SEPA direct debits**

If you have made a SEPA direct debit, you do not need to meet the conditions above. You will be entitled to an unconditional refund if you contact us within eight weeks of the date the payment was taken out of your account.

### **Reversing refunds**

If we give you a refund and then find that you weren't entitled to it, you will have to pay us back. If you do not have enough money in your account, we will take the amount you owe us from your stored card.

## 28. How to make a complaint

### **If you're unhappy with our service, we'll try to put things right**

We always do our best, but we realise that things sometimes go wrong. If you have a complaint, please contact us. We will accept and consider any complaint sent by you to us. Our final response to your complaint, or a letter explaining why the final response has not been completed, will be sent to you within 15 business days of your complaint having been made, and in exceptional circumstances, within 35 business days (and we will let you know if this is the case).

If you are a consumer, you may also submit a complaint to the Financial Services and Pensions Ombudsman (**FSPO**). is the out of court dispute resolution authority that deals with complaints against financial services providers doing business in Ireland. The FSPO has its address at Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

If you are unhappy with how we have dealt with your complaint, you can refer it free of charge to the FSPO once you have been through our internal Revolut complaints process. You can reach the FSPO by phone (+ 353 1 567 7000) or by email ([info@fspoi.ie](mailto:info@fspoi.ie)). If you need more information on the FSPO, please refer to its website. It may be the case that the FSPO will reallocate your complaint to an alternative out-of-court dispute resolution authority (for example, the Bank of Lithuania) in accordance with its rules for handling cross-border disputes. If you wish to report an actual or potential alleged infringement under the Irish Payment Services Regulations 2018, you can contact the Central Bank of Ireland as follows:

- E-mail: [confidential@centralbank.ie](mailto:confidential@centralbank.ie)
- Telephone: 1800 130 014: Calls are answered Monday to Friday 9.30am - 5.00pm
- Post: PSD2 Disclosures Desk, Central Bank of Ireland, PO Box 11517, Spencer Dock, Dublin 1, D01 W920.

Please ensure that "PSD2 Alleged Infringement" is in the subject line of your correspondence with the Central Bank.

### **More information**

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

### **HOW TO MAKE A COMPLAINT**

If you'd just like to speak to someone about an issue that's concerning you, please contact us through the Revolut Dashboard. We can usually settle matters quickly through the Revolut Dashboard. You'll probably need to give us the information below.

If you prefer you can make your complaint using this [form](#). Or you can email us at [formalcomplaints@revolut.com](mailto:formalcomplaints@revolut.com). You'll need to tell us:

- your name;
- the phone number and email address associated with your account;
- what the issue is;

- when the problem arose; and
- how you'd like us to put the matter right. We'll look into your complaint and respond to you by email. We will communicate with you in English, unless we tell you otherwise.

## Legal bits and pieces

### 29. How long the agreement between you and us will last

Once the agreement has started it won't end until you or we end it.

#### **Cancellation**

If we offer you a free trial period and you decide that the account isn't right for you, you can cancel the agreement for free at any time within the trial period. Please contact us through the Revolut Dashboard if you would like to do this.

#### **Automatic renewal and ending the agreement after a trial period**

Unless you cancel the agreement during the trial period, you can close your account, and so end the agreement, at any time by letting us know. You should do this through the Revolut Dashboard.

You will still have to pay any charges you've run up to that point.

When you tell us you want to close your account we will give you the opportunity to withdraw the money that is still in your account. If you want us to send you money in a different currency than the currency we're holding for you, we will convert the currency using the rate that applies at the time, and take our usual fee, before sending the money to you.

#### **Cancelling your Revolut Card**

If you change your mind and don't want a Revolut Card any more, that's not a problem. Just let us know and we'll cancel it.

### 30. When could you suspend or close my account?

We may close or suspend your account immediately, and end your access to our website, in exceptional circumstances. Exceptional circumstances include, for example the following:

- if we have good reason to suspect that you are behaving fraudulently or otherwise criminally;
- if you haven't given us (or someone acting on our behalf) any information we need, or we have good reason to believe that information you have provided is incorrect or not true;
- if you've broken these terms and conditions in a serious or persistent way (for example, if we discover that you're carrying out a business activity that you are not allowed to carry out while you have a Revolut account);
- we've asked you to repay money you owe us and you haven't done so within a reasonable time;

- we have good reason to believe that your use of the Revolut Dashboard and Revolut account could damage our reputation or goodwill;
- there's been a change in the beneficial ownership of more than 50% of the issued share capital of your business or a change in a person who holds legal power to manage your business;
- we have good reason to believe that you've disposed of significant business assets;
- we have good reason to believe that your use of the Revolut Dashboard is harmful to us or our software, systems or hardware;
- you are a sole trader and you die or you are a partner in a business and the partnership ends;
- there's been an important change in the type of business activities you carry out;
- you've been declared bankrupt or insolvent, are being wound up, or a similar event is taking place; or
- we have to do so under any law, regulation, court order or instructions of the regulator.

If we close your account in exceptional circumstances, you will only be able to exchange funds into your base currency and send money via external bank transfer before the account is closed. You will not be able to credit the account, make card payments, withdraw money at an ATM, or send money to other Revolut accounts. Any inbound payments will be rejected and returned to the sender.

We may also close your account for other reasons. If you are a micro-enterprise – a business whose annual turnover and/or balance sheet total does not exceed EUR 2 million (or the equivalent in pound sterling) and employs fewer than 10 people – we will give you a reasonable amount of time to transfer the money in your account.

If you're a large corporation we can end this agreement by giving you 30 days' notice, or immediately if you break these terms and conditions.

Closing your Revolut account and ending your agreement with us may also end any other agreements you have with us or through us with third parties.

If your account has been temporarily restricted, we may not be able to close your account until we have completed our enquiries.

Please speak to us through the Revolut Dashboard or contact us for more information.

## 31. We can change these terms

If you're a micro-enterprise (a business which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million), we'll only change these terms and conditions for the following reasons:

- if we think it will make them easier to understand or more helpful to you;
- 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**

If we add a new product or service that doesn't change the terms and conditions of your account, we may add the product or service immediately and let you know before you use the product or service.

Otherwise, we'll give you 2 (two) month notice through the Revolut Dashboard before we make any change. We'll assume you're happy with the change unless you tell us that you want to close your account before the change comes into effect.

If you're a large corporation, we can change these terms for any reason. If we add a new product or service that doesn't change the terms and conditions of your account, we may add the product or service immediately and let you know before you use the product or service. Otherwise, we'll give you two weeks' notice through the Revolut Dashboard before we make any change. We'll assume you're happy with the change unless you tell us that you want to close your Revolut account before the change is made.

## **32. Are you responsible if something goes wrong with my account, my Revolut Card or the Revolut Dashboard?**

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 you.

If you have a Revolut Card, we will let you know about any changes to our system that will affect your ability to use the card.

If you can't use your Revolut Card for any reason we will only be responsible to you for replacing that card.

We won't be responsible to you 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 you suffer as a direct or indirect result of the following:

- the actions of any authorised person acting in line with these terms and conditions and within any restrictions you have set;
- you 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; 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.

This section 32 does not apply to our responsibility to refund any amount under section 27.

### **Losses arising as a result of legal or regulatory requirements, or unusual or unexpected events**

We will not be responsible for any losses you suffer or costs you have to pay because of a legal or regulatory requirement, or because there were unusual or unexpected events outside our control, unless those losses or costs result from us failing to meet our obligations to make payments into or out of your account.

However, we will not be responsible for losses or costs relating to us failing to make payments into or out of your account if this was because of events beyond our control which we could not have avoided, even if we had taken all reasonable steps to prevent them.

## 33. When you might be responsible for our losses

### **You may be responsible to us for certain losses**

If you have broken these terms and conditions, and/or have caused us to suffer a loss, the following will apply:

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

## 34. Permission for us to process your personal data

To provide services under the agreement we will need to collect and process information about you (and any authorised person). The Data Processing Addendum set out in the Schedule of these terms and conditions sets out your and our obligations in respect of the personal data you provide us or we otherwise process in connection with these terms and conditions.

## **Confidentiality**

By entering into this agreement you give us permission to disclose to other entities within the Revolut group (including Revolut Ltd), the following information:

- the fact that you are our client;
- what services we provide to you;
- the account number;
- your account balance(s);
- operations performed or being performed on your behalf;
- your debt obligations to us;
- circumstances of providing the financial services to you;
- your financial situation and assets;
- other commercial information you have provided to us when opening the account; and
- your activities, plans, debt obligations or transactions with other persons.

All of the above we call a “client secret”, which we have to protect as required by the applicable regulations.

## **35. Our intellectual property**

All the intellectual property in our products (for example, the content in the Revolut Dashboard and on our website, and our logo and card designs) are owned by our parent company, Revolut Ltd (a company incorporated in England and Wales with company number 08804411, whose registered office is at 7 Westferry Circus, London, United Kingdom, E14 4HD) and is being used by us and other Revolut Group companies. You must not use our intellectual property as your own, except to enjoy our products. You also must not reverse-engineer any of our products (that is, reproduce them after a detailed examination of their construction or composition).

## **36. Some legal bits and pieces**

### **Our contract with you**

Only you and we have any rights under the agreement. You may not transfer or assign any of your rights or obligations under these terms **and conditions**.

### **Our right to transfer and assign**

You agree and permit us to merge, reorganize, spin-off, transform or execute any other form of reorganization or restructuring of our company or business and/or transfer or assign all of our rights and obligations under these terms and conditions to any third party. We will only transfer any of your and our rights or obligations under the agreement if we reasonably think that this won't have a significant negative effect on your rights under these terms and conditions or we need to do so to keep to any legal or regulatory requirement, or it is done as a result of implementation of reorganization (or a similar process). You will be able to terminate your

account upon notification about the assignment, merger, reorganisation or any other similar notification.

### **Irish law applies**

You and we hereby confirm our choice that the laws of Ireland apply to these terms and conditions and the agreement.

### **The English version of the agreement applies**

If these terms and conditions are translated into another language, the translation is for reference only and the English version will apply. By entering into this agreement and accepting Revolut services, you confirm that you (and any of your authorised persons) understand English language and agree to communicate with Revolut in English language as far as the legal relations arising under this agreement are concerned including with respect to submitting and resolving any complaints.

### **Our right to enforce the agreement**

If you have broken the agreement between you and us 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**

Any legal action between you and us will be decided in the courts of Ireland.

## **SCHEDULE**

### **DATA PROCESSING ADDENDUM**

#### **Definitions**

The following definitions apply in this Data Processing Addendum:

**"Account administrator"**, **"authorised user"** and **"authorised cardholder"** have the meanings given to them in section 8 of the terms and conditions;

**"Data Protection Laws"** means any applicable law relating to the protection of personal data, including (i) in the United Kingdom, the Data Protection Act 2018 and the UK GDPR (as defined in the Data Protection Act 2018); and (ii) in the European Union, the General Data Protection Regulation (EU) 2016/679 and any Member State law implementing or transposing the same; in each case, as amended, superseded or replaced from time to time.

**"Data Subject Request"** means a request by a data subject to exercise their rights under Data Protection Laws.

**"DPA"** means this Data Processing Addendum.

The terms **"controller"**, **"data subject"**, **"personal data"**, **"personal data breach"** **"processing"** and **"processor"** have the meanings given to them under Data Protection Laws.

#### **General**

We may act as either a controller or a processor of the personal data we process in the course of performing our obligations under the terms and conditions. More information on the situations when we act as a controller or a processor is set out in the sections headed “Revolut as a controller” and “Revolut as a processor” below.

You and we both agree to comply with our obligations under Data Protection Laws when performing our respective obligations under the terms and conditions (and, specifically, this DPA).

You warrant that you have all rights and have provided all necessary notices to affected data subjects required under Data Protection Laws to share any personal data with us pursuant to the terms and conditions.

### **Revolut as a controller**

Revolut will act as a controller of any personal data it processes in relation to account administrators and authorised users in connection with the terms and conditions. For more information on how Revolut will handle such personal data, please see our [Revolut Business Customer Privacy Notice](#).

### **Revolut as a processor**

Revolut will act as a processor of any personal data it processes in relation to authorised cardholders (“**Authorised Cardholder Personal Data**”) in connection with the terms and conditions.

#### *Processor obligations*

Where we process Authorised Cardholder Personal Data pursuant to the terms and conditions, we will:

- only process the Authorised Cardholder Personal Data in accordance with your written instructions (which are exclusively and comprehensively set out in the terms and conditions), unless we are otherwise required to process the Authorised Cardholder Personal Data to comply with applicable laws, in which case we will, to the extent permitted by the relevant law, notify you of this requirement prior to processing the Authorised Cardholder Personal Data for this purpose;
- ensure that all our personnel that have access to and/or process Authorised Cardholder Personal Data are obliged to keep it confidential;
- implement appropriate technical and organisational security measures to safeguard Authorised Cardholder Personal Data against unauthorised or unlawful processing, access, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, unavailability, destruction, or damage;
- to the extent technically possible, provide you with reasonable assistance in respect of any Data Subject Request you receive in relation to the Authorised Cardholder Personal Data;
- notify you without undue delay if we become aware of a personal data breach affecting the Authorised Cardholder Personal Data and provide you with such assistance as you may reasonably require to comply with your obligations under Data Protection Laws in respect of such personal data breach;

- where necessary, assist you in ensuring compliance with your obligations under Data Protection Laws with respect to data protection impact assessments and prior consultations with data protection supervisory authorities or regulators;
- upon your request, either delete or return the Authorised Cardholder Personal Data to you upon termination of the services, unless we are required by applicable laws to retain any such data; and
- upon your request, provide you with appropriate records to demonstrate our compliance with this DPA. In the event you (acting reasonably) consider the records we provide to be insufficient to demonstrate our compliance with this DPA, we will allow you, or an independent auditor appointed on your behalf, to conduct an audit of our premises for this purpose, subject to the following conditions: (i) we must give prior written approval for any independent auditor you nominate, such approval to not be unreasonably withheld by us; (ii) you may only exercise your right to audit us once per calendar year; and (iii) any such audit must be notified to Revolut in writing at least 30 days in advance of the audit.

### *Processing activities*

The details of the processing to be carried out by us as a processor on your behalf are as follows:

- Subject matter, nature and purpose of the processing: provision of the services.
- Duration of the processing: the duration of these terms and conditions.
- Categories of personal data: names, addresses, dates of birth, usage information, transaction details.
- Categories of data subjects: authorised cardholders.

### *Appointment of Sub-processors*

You consent to Revolut appointing third parties to process Authorised Cardholder Personal Data ("**Sub-processors**") to assist with the provision of the services. Before appointing or replacing any Sub-processor, we will provide you with reasonable advance notice to give you an opportunity to object to such appointment or change.

In respect of each Sub-processor, we will:

- require the Sub-processor to agree to obligations substantially similar to those imposed on us under this DPA; and
- remain liable to you for the acts and omissions of the Sub-processor.

### **International transfers**

We may transfer any personal data we process in connection with these terms and conditions outside of the United Kingdom and European Union provided that we will ensure that any such international transfer of personal data will be carried out in accordance with Data Protection Laws.

### **Liability**

The exclusions and limitations of liability set out under section 32 of the terms and conditions will apply to this DPA.