# **Card Reader Terms**

### 1. Why is this information important?

Revolut **Payment Processing Services Agreement** states that its Payment Processing Services may be subject to additional terms relating to a specific payment method. This agreement sets out those additional terms and conditions for the "**Card Reader**" payment method. We call them the "**Card Reader Terms**" (or just the "**Terms**").

You cannot use the Card Reader to accept payments unless you first enter into a Payment Processing Services Agreement with **Revolut Bank UAB or its branch,** and order a Card Reader from us in the app.

These Terms apply to merchants (whether they are a Revolut Business customer or a Revolut Pro customer) who use the Card Reader to accept payments ("**Merchants**" or "**you**"). They do not apply to anyone who uses the Card Reader to make a payment to you (we will call them "**Customers**" in these Terms).

### 2. About our Card Reader product

We allow some Merchants to order a Card Reader device through the Revolut app ("**the app**") that they can use to accept card payments from their Customers. These payments are made via card schemes (Visa and Mastercard).

This product is only available to Business customers and Pro customers who have already been onboarded to use the services available under the Payment Processing Services Agreement (which we'll call the **"Payment Processing Terms**").

If you want to use the Card Reader to process card payments from Customers but have not onboarded to use these services, you can apply for a Merchant account through the Revolut Business app (which we call the "**Dashboard**") or apply for a Revolut Pro account with access to the Services through the Revolut Pro part of the app.

# 3. Ordering your Card Reader, and what terms and fees apply

#### The terms and fees that apply

The Card Reader usage fees are set out in the Business Fees Page and the Personal Fees Page (if you are a Revolut Pro user). By placing your order, you agree to be charged the Card Reader usage fees in relation to your use of our Card Reader.

#### The cost of the Card Reader

Before you place an order for the Card Reader in the Dashboard or the app, we will show you the price and any delivery fee. If you are happy with the price and delivery fee, you can place an order, and we will either debit your account for the order or charge the card you choose to pay with, depending on the payment method you decide to use. You can order a Card Reader even if you haven't yet onboarded to use the services under the Payment Processing Terms but we'll need to confirm you're allowed to use those services before we can send you your Card Reader. Even if you've already been approved to use the services under the Payment Processing Terms, we may need to carry out some checks on your account before we can send you your Card Reader. Reader.

We may ask you for additional information when approving you to use the services under the Payment Processing Terms and when carrying out these checks - please make sure you respond to our requests as soon as you can. If our checks reveal that we're unable to provide you with these services or you fail to provide us with the information we requested from you **within 7 days**, we will cancel your Card Reader order and refund you any amount you paid. If this happens, we will let you know by email.

#### Delivery of the Card Reader

We will try to make sure the Card Reader arrives on time but sometimes things go wrong which mean there may be a delay. Where this is the case, we will try to let you know as soon as we can to minimise disruption and we'll confirm a new delivery date. If that new delivery date is unreasonable, you can cancel the Card Reader order and ask for a full refund for what you paid (the refund will cover the Card Reader device plus the delivery fee).

#### 4. How does the Card Reader work?

The Card Reader works with the Dashboard and the Revolut Pro part of the app on both iOS and Android, depending on which device you use. You can use bluetooth to connect the Card Reader to your device, and you'll need to enable location services to connect your Card Reader.

Where a Business customer or Pro customer uses the Card Reader to accept payments, the funds will be credited to their Merchant account or Pro account in line with the terms and conditions that apply to that account.

# 5. What types of card payments can be accepted using the Card Reader?

Merchants can use the Card Reader to accept the following types of card payments:

- **Chip&Pin** (the Customer can pay by inserting their physical card into the device, and inputting their PIN);
- **Contactless** (the Customer can pay by tapping their card on the device as long as contactless payment functionality is enabled for that card); and
- Apple Pay, Google Pay and Samsung Pay (the Customer can pay using a card registered to their iOS or Android).

After each payment is made, whether it's successful or it failed, you will be able to generate and send a receipt to the Customer.

#### 6. Your obligations when you use your Card Reader

In addition to your obligations under the Payment Processing Terms, and the terms that apply to your account, you must also comply with the below when using the Card Reader:

- you must only use your Card Reader in relation to the business activity that you opened your Revolut Business or Revolut Pro account to manage;
- you must not sub-licence your Card Reader or allow any third party to use or possess it;
- you must only use the device to accept payments in Romania;
- you must not discriminate against certain types of cards when a Customer presents them to you for payment; and
- you must not apply any surcharges on top of the amount of the transaction just because a Customer wants to use a particular card.

# 7. What to do if your Card Reader goes missing

If you lose your Card Reader or if it has been stolen, or you think someone has interfered with it, **please reach out to Support to let us know as soon as possible.** 

# 8. If you no longer want your Card Reader

You have **up to 30 days from the date your Card Reader is delivered** to your chosen address to let us know that you've changed your mind and would like to request a full refund. You will need to send your Card Reader back to us. Support will provide you with more information on where to send your Card Reader. You'll need to cover the cost of posting or sending it back to us if you are requesting a refund.

Once we receive your device, we will assess it.

If the Card Reader is returned in a damaged or heavily used state and we feel that's because you handled the Card Reader in a way that went beyond what we'd expect, you may not receive a full refund or any refund at all. However, if the device is in good condition, without any defects, and in a similar state to how it was received by you when we sent it to you, you'll be eligible for a full refund. Any refund you are entitled to will only relate to the Card Reader device - you will not receive any money back in relation to the delivery fee you were initially charged, or the cost of posting or sending it back to us. If you are entitled to a refund, we'll try to refund you the amount you're entitled to within 30 days of either receiving the Card Reader or seeing proof that you sent it, whichever of those dates is earlier. This refund will be credited to your Revolut account if you chose to pay that way, or returned to the card you chose to pay with.

If your Card Reader hasn't arrived yet but you've decided you don't want it, please contact Support and they will automatically cancel your order and refund you as long your Card Reader hasn't been dispatched. If it has been dispatched, you will need to wait for it to arrive and then send it back to us to claim your refund.

After the 30 days, if you decide you no longer want to use your Card Reader, please let us know by contacting Support in the Dashboard or app. As you purchased the Card Reader, you do not need to return it to us but we might ask you to provide feedback about why you no longer want to use the Card Reader so we can use it to improve our product and services going forward.

# 9. My Card Reader is not working properly

If your Card Reader is not working properly, please contact Support in the Dashboard or app to report the problem so we can help resolve the issue as soon as possible. When you contact Support, they will ask you to carry out a few troubleshooting steps on your device to test whether it is faulty.

If we face technical difficulties which mean that the Card Reader is impacted, we'll do our best to fix them, and we'll let you know when the issues have been resolved. We may remotely disable your Card Reader if there are technical difficulties and we are concerned about it being used improperly.

#### Faults with your card reader within 30 days of delivery

If your Card Reader is faulty within 30 days of delivery, you can return it to us and request a refund or a replacement. If you request a refund, we'll follow the steps under section 8 "**If you no longer want your Card Reader**". If you ask us for a replacement, we'll follow the steps within the "Warranty" subsection within this current section 9 ("**My Card Reader is not working properly**").

#### Faults with your card reader after 30 days of delivery

If your Card Reader is faulty, you may be able to request a replacement as long as it is still under warranty. Please see the "**Warranty**" subsection below for more information.

#### Warranty

If your Card Reader is faulty within one year of delivery you can make a claim under our limited 1 year warranty for a replacement. This warranty does not cover any cables, accessories, plugs or power supply units that are needed to support the Card Reader unless we agree otherwise.

The warranty covers:

- the Card Reader device itself;
- only for faults ("faults" means manufacturing and hardware defects) and not for damage or wear and tear;
- for a period of one year after delivery of the device.

The warranty does not cover:

- any device with a defects that mean it would be incapable of working properly, regardless of any fault covered by the warranty (for example, a smashed screen);
- any defects caused by your improper handling, storage or use of the device;
- any deterioration in the state of the Card Reader that is only due to normal and fair wear and tear; and
- any device that has been repaired or opened by you or a third party.

#### The warranty provides cover to replace, not refund, devices.

To make a warranty claim, you will need to contact Support. They will ask you to fill in a form to explain what's gone wrong with your Card Reader. Once you've done this, they will assess your claim and either accept or decline it based on the criteria above.

After you fill out the form, you will need to send the Card Reader back to us. Support will provide you with information on where to send the Card Reader. We cannot process your claim until we have received the device. We recommend you send your Card Reader back to us via registered post or a tracked delivery service so you can provide evidence of when you sent it in case it goes missing or is late.

You'll need to cover the cost of posting or sending it back to us even if the Card Reader is faulty. However, you can make a claim for reimbursement of the cost of returning it if your warranty claim is upheld so please keep the receipt or proof of the cost.

If your claim is accepted, we'll send you a replacement Card Reader free of charge including delivery. Just so you know, we repair Card Readers that are sent back to us so when we send you a replacement it may not be a brand new Card Reader but we'll make sure you receive a replacement Card Reader that works properly. We'll let you know when the Card Reader is due to arrive.

If your claim is rejected, we'll let you know as soon as we can so you have the opportunity to order a new Card Reader (you'll need to pay for the new Card Reader plus delivery yourself).

If we ship you a replacement Card Reader ahead of the Card Reader being returned to us because you showed us proof that you sent it (by registered post or a tracked delivery provider) but the Card Reader then arrives and we realise the Card Reader warranty approval conditions are not met, we reserve the right to charge you for the cost of the Card Reader plus delivery whatever the relevant fees were at the time we sent you your replacement.

#### 10. When we may stop providing you with Card Reader services

We reserve the right to stop you using your Card Reader by disabling it, or prevent you from ordering another one if we suspect or become aware that you have breached these Terms, the Payment Processing Terms, or any other terms that apply to your use of your Revolut account and other Revolut products you use.

We also reserve the right to stop providing the Card Reader as a service to any or all of our eligible customers at any time at our discretion without reason - we will do our best to let you know ahead of time if this is the case to minimise disruption.

### 11. Data protection

We need to process your personal data in order to perform our obligations under these Terms. For example, we may process your personal data so we can carry out any additional checks on your account before we ship your Card Reader to you. We will also process your address so we can send you your device, and your location (through location services) so we can connect your Card Reader to your app. We will also process any feedback you give us about the Card Reader when engaging with Support. We will process your personal data in compliance with the relevant privacy notice which applies in connection with our relationship with you (this depends on whether you are a Revolut Business or Revolut Pro customer). You can find our relevant privacy notices here.

We will also process personal data belonging to your Customers when they make card payments to you using your Card Reader. We will process their cardholder data which includes their cardholder name, the last 6 digits of their primary account number ("**PAN**") for their debit or credit card, and the expiration date. We'll also process Customers' data for the purpose of generating receipts and sending them to Customers using their preferred contact details We will process this data in accordance with our obligations under the Payment Processing Terms.

# **12. Intellectual Property**

The intellectual property rights ("IPR") means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted,

renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist, or will subsist now or in the future, in any part of the world. You are not permitted to use any IPR associated with the Card Reader, and you must not copy, reproduce, alter, modify, resell, or transfer the Card Reader to any third party.

### 13. Disclaimers

Unfortunately, if there is a fault with your Card Reader or technical difficulties that are not due to our fault or gross negligence impact your ability to accept customers' card payments we won't be responsible for any inconvenience caused. Revolut will not be responsible for any loss of revenue associated with the use of the Card Reader, and will not issue any refunds for money or sales lost as a result of the Card Reader.

If we become aware that you have breached any terms that apply to your account or to your use of the Services under the Payment Processing Terms or these Terms, we are entitled to stop allowing you to use your Card Reader.

# 14. Need to get in touch with us?

If you have a question about the Card Reader device or service which hasn't been addressed in these Terms, please reach out to Revolut Support through the app. The team will do what they can to help you.