1. What is the Pay with Revolut - Buyer Protection Policy?

The Revolut Pay - Buyer Protection Policy (the **Buyer Protection Policy**) applies to Eligible Purchases (as defined below) made using Revolut Pay.
Revolut Pay is a payment option that is only available at the checkout of a participating merchant (**Merchant**), which enables a Revolut Bank customer to make an instant transfer directly from their Revolut bank account to the Merchant.
This Buyer Protection Policy does not operate as a guarantee, warranty or a contract of insurance. The Buyer Protection Policy is a mechanism by which we assist you to obtain a refund from the Merchant, if certain circumstances have been met.
If a Merchant is unable to refund you (for example, because they are insolvent, or do not have sufficient funds), we will not refund you ourselves.
There is no cost to use our Buyer Protection Policy and no fees are associated with it.
Our Merchant Services are currently in a testing phase. You are not able to access or use these Merchant Services unless you have been invited to by us. This Buyer Protection Policy may be updated when our Merchant Services exit this testing phase and are publicly launched, and you agree that any such change can be made with immediate effect upon notice to you, so long as the does not increase any fees, remove any features, or is otherwise materially adverse to you.

2. Coverage of the Buyer Protection Policy

This Buyer Protection Policy covers any purchase that meets the following criteria (an "**Eligible Purchase**"):

- the purchase is made by a Customer using Revolut Pay; and
- the purchase is not for an Excluded Product (as defined below).

An Excluded Product for the purpose of the Buyer Protection Policy, includes the following:

- real estate e.g. immovable objects or land;
- vehicles e.g. planes, boats, cars and other means of motorised/powered transport
- businesses e.g. transfer of ownership related to going concerns;

- a custom product or service that does not have an objective, measurable outcome e.g. custom furniture, SEO services;
- financial products; commodities, investments, crypto currencies, digital assets e.g. anything that can be used like cash;
- gambling or games of chance;
- donations; or
- any purchase involving a transaction which is prohibited by our relevant terms and conditions.

Insolvency of Merchant

Customers will not be protected for a claim against a Merchant which:

- has commenced insolvency, winding up, administration, liquidation or bankruptcy proceedings (an **Insolvency Event**); or
- has already been declared insolvent, under administration, liquidated, wound up or bankrupt, at the time of transaction or claim.

This means that in the event that goods or services due to be provided by a Merchant to the Customer that have not yet been delivered or provided prior to an Insolvency Event occurring, will not be covered by this Buyer Protection Policy. For example, if an airline suffers an Insolvency Event prior to the Customer being able to travel the cost of the airline tickets will not be covered.

3. What can I claim under this Buyer Protection Policy?

This Buyer Protection Policy allows a Customer to submit a claim for an Eligible Purchase if any of the following occurs:

- the Eligible Purchase is not delivered or a service is not provided to you;
- the Eligible Purchase was delivered but was materially different to how it was described, was defective, or is counterfeit;
- the Eligible Purchase was cancelled, or the Merchant otherwise promised you a refund, but you have not received a refund;
- you asked the Merchant to cancel an upcoming recurring payment and they did not; or
- the Eligible Purchase was prohibited by law.

What about fraud?
This Buyer Protection Policy also covers fraud by the Merchant on Eligible Purchases only.
If you think you are the victim of fraud by a third party actor that is not the Merchant, please contact us immediately via the Revolut app. You do not need to contact the Merchant first.
Please see the Personal Terms or Business Terms for more information on fraud by third parties.

4. How will claims be handled?

You must attempt to resolve any issues directly with the Merchant prior to making a claim under this Buyer Protection Policy. The Merchant is best placed to return, replace or refund your purchase (and should be able to do so more quickly than making a claim under the Buyer Protection Policy).
If you cannot resolve your dispute directly with the Merchant, we will handle your claim under the Buyer Protection Policy on the basis set out below.
Raising a Customer claim and trying to resolve it with the Merchant
When a Customer submits a claim to us, we will follow the process detailed below:

- A claim must be submitted by the Customer via the Revolut app within 90 days from the date of delivery or fulfilment of the transaction or 360 days after the transaction (whichever comes first).
- When you submit your claim, you will need to submit evidence to support it. What you will need to provide will depend on the nature of your claim. In all cases, you will need to provide us with evidence that you have first tried to resolve any issue directly with the Merchant prior to submitting the claim.
- When we receive a claim, we will refer it to the Merchant. Once we refer the claim to the Merchant, they will have 15 days to respond and make an offer to settle the claim with the Customer.
- If the Merchant does not respond within 15 days, the claim will be decided in favour of the Customer by default, and we will reverse the funds from the Merchant and refund the Customer.
- If the Merchant does respond within 15 days, we will pass the response and offer to the Customer.
- The Customer will have 10 days to review the response and offer. If the Customer does not respond within those 10 days, the offer will be deemed to be accepted by

the Customer and the claim will be closed.

- If the offer is accepted, or deemed to be accepted, by the Customer, we will make any payment if it is contained in the offer from the Merchant to the Customer on the Merchant's behalf.
- The Customer may also decline the response. If the Customer does so, they must provide an explanation of why the Merchant's response was not acceptable. This must happen within the 10 days they have to respond.
- The Merchant will have 10 days to review the Customer's response. If the Merchant does not respond within those 10 days, the response will be deemed to be accepted.
- If the response is accepted, or deemed to be accepted, by the Merchant, we will make any payment required from the Merchant to the Customer on the Merchant's behalf.
- If the Merchant declines the offer from the Customer, the claim will be referred to be decided upon by us under this Policy.

When a Customer submits a claim, we will ask them to provide the following information. This will be passed to the Merchant and also used by us if the claim is escalated to us.

- Evidence that you attempted to resolve the claim directly with the Merchant.
- A detailed description of what you purchased.
- Proof that any delivery or return was made or failed (as appropriate).
- An explanation, and any supporting evidence, of why your claim meets the criteria in this policy.
- Any other evidence we need to resolve your claim.

5. How we will decide claims

Claim referred to us for resolution

Once a claim is referred to us, we will review all the details and supporting evidence. We will aim to provide a final decision within 15 days based on the information provided by the Merchant and Customer during their discussions. However, sometimes we may need to ask the Merchant or Customer for more information. If we do ask for more information, the Merchant or the Customer will have 10 days to provide it. If either the Merchant or the Customer does not provide the evidence within that timeframe, the claim will be decided on the basis of the evidence we have.

When we make a decision on a Customer's claim, we will either:

- decline the claim; or
- uphold the claim and determine a full or partial refund is payable by the Merchant to the Customer.

If we decide a full or partial refund is payable by the Merchant to the Customer, we will make that payment from the Merchant to the Customer on behalf of the Merchant. If we process a refund that requires a currency exchange, we will apply the exchange rate at the time of the refund, not the exchange rate as at the time of the original transaction.

If your item is not delivered or a service was not received

If the Merchant cannot provide proof of delivery or if you can provide us with positive evidence of the delivery failing (e.g. a tracking receipt showing it was not delivered) we will generally consider the purchase or service not to have been received by you. You are not covered for any loss that occurs after delivery (e.g. if the purchase is delivered to, but taken from, your doorstep).

If the product or service is materially different to its description or is defective

If the product or service bears no resemblance to the description provided by the Merchant we will generally consider it to be materially different or defective, including:

- the item does not match the Merchant's description at point of sale or it is a different item;
- the condition of the item is materially different to how it was described;
- the item is not authentic (e.g. counterfeit) and was not disclosed as such by the Merchant;
- the item is missing components or features and this was not disclosed in the description of the item by the Merchant; or
- the item was damaged or defective when received by you.

If you claim that a purchase is materially different to what the business said it would be or defective, we may require you to provide proof of return to the Merchant before advancing your claim.

If we require proof of return, you must wait 10 days from the date the return was sent to the Merchant before we progress your claim. This is to allow the Merchant sufficient time to receive the product and provide a refund. In some instances, you may be unable to return the purchase (for example, if the Merchant has not provided a return address). In such cases, it will be sufficient for you to provide proof that you have attempted to return the purchase.

How we decide if your item is counterfeit

An item will generally be considered to be counterfeit, if it has been identified as counterfeit by one or more of the following:

- the owner of the intellectual property or its authorised representative;
- a customs agency, law enforcement agency, or other government agency; and/or
- a third-party expert.

There may be other reasons why we decide a purchase is or is not counterfeit.

If your purchase was prohibited by law

We will generally consider a purchase to have been prohibited by law in the following instances:

- the local law of the Merchant prohibits the purchase being made by the Customer or the sale being made by the Merchant; and/or
- the local law of the Customer prohibits the purchase being made by the Customer or the sale being made by the Merchant.

There may be other reasons why we decide a purchase is prohibited by law.

If you request to cancel a recurring payment that was not actioned by the Merchant

A Customer is protected under this Buyer Protection Policy if they request a Merchant to cancel a recurring payment:

- In accordance with the terms and conditions between the Merchant and the customer and the Merchant takes the recurring payment anyway; or
- in the case of a purchase requiring delivery, if the recurring payment has been taken before the Merchant ships the item and the Merchant refuses to refund the recurring payment.

By a recurring payment, we mean a Merchant initiated payment that is scheduled to be taken regularly and is not authorised by the Customer each time the payment is taken.

We will generally consider a Merchant to have failed to have actioned a cancel request for a recurring payment in the following circumstances:

- the Customer has not actively consented to the individual payment; or
- the Customer has requested that future payments be cancelled in accordance with the terms and conditions between the Merchant and the customer.

If the Customer requests a recurring payment to be cancelled, the Merchant must cancel all future payments.

There may be other reasons why we decide an upcoming payment has been validly cancelled.

6. Your other legal rights

This Buyer Protection Policy is an additional service we offer to protect you when you make a purchase using Revolut Pay. Nothing in this Buyer Protection Policy excludes, restricts or limits any legal rights or remedies that are available to you under the Consumer Guarantees Act 1993, the Fair Trading Act 1986 or other applicable consumer laws in place of purchase that may exist against the Merchant and/or the manufacturer of the items you have purchased.
You also agree that this Buyer Protection Policy is a mechanism by which you can make a claim against a Merchant, not against us. Nothing in this Buyer Protection Policy gives you a right to make a claim against us in respect of any purchase.

7. When can we make changes to the Buyer Protection Policy?

We can make changes to the Buyer Protection Policy 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 the Revolut Pay product.

We'll notify you of these changes through the Revolut app or email. For changes that we believe are not adverse to your interests we will tell you about the change no later than the day the change occurs. Otherwise, we'll provide you with 30 days notice through the Revolut app or by email 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 is made.