

What is the Buyer Protection Policy?

As described in the Personal and Business terms which govern your account, Revolut customers in Poland ("**Customers**" or "**you**") can use "Revolut Pay" to pay for purchases from businesses that use Revolut Pay to receive payments ("**Merchants**"). This Policy ("**Policy**") regulates the additional, free service provided by Revolut Bank UAB (a company incorporated in the Republic of Lithuania with company number 304580906 and whose registered office and head office is at Konstitucijos ave. 21B, 08130 Vilnius, the Republic of Lithuania) to provide customers with additional protection when using Revolut Pay and to help resolve disputes between the customer and the merchant.

Both Personal and Business users in Poland can be protected as Customers by this Buyer Protection Policy. If a Business customer uses Revolut Pay to make a purchase from a Merchant, they will be acting as a buyer and so will be covered. However, if the same Business customer uses Revolut Pay to receive a payment from someone else, they will be acting as a Merchant.

When Customers purchase an eligible product using "Revolut Pay", they are protected by this Policy and we will follow the process set out in this Policy to resolve any disputes between the Customer and Merchant.

There is no cost for Customers to use our Policy and no fees are associated with it. This Policy only applies to complaints made on the basis of this Policy ("**Claim**"). This policy does not affect any other claims you may have under generally applicable law or contractual provisions. In particular, regardless of the provisions of this Policy, you are fully entitled to exercise your other general applicable rights and to seek protection of your rights.

Any capitalised terms not defined in this Policy have the meaning given to them in the terms and conditions that govern your Revolut account.

What purchases are and aren't covered by this Policy?

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

- the purchase is made by a Customer from a Merchant using the "Revolut Pay" checkout; and
- the purchase is not for an excluded product.

A purchase made using the "Revolut Pay" checkout means an Instant Transfer made by a Customer to a Merchant in an online checkout, as described in the Personal and

Business terms which govern your account. Any other Instant Transfers (e.g. one made by you to a merchant via the Revolut app) is not covered by this Policy.

An excluded product is:

- 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.

Customers are not protected by this Policy for any other purchase. This means Customers are not protected just because you make a payment using your Revolut account. For example, you are not protected by this Policy just because you use your Revolut card or make a payment from the Revolut app.

Customers are not protected by this Policy for a Claim against a merchant which i) has commenced insolvency, winding up, administration, liquidation or bankruptcy proceedings; or ii) has already been declared insolvent, under administration, liquidated, wound up or bankrupt, at the time of transaction or claim.

What can I Claim for under this Policy?

This Policy allows a Customer to submit a Claim if you make an Eligible Purchase and one of the following things happen:

- your purchase was not delivered or a service was not received;
- your purchase was delivered but was materially different to how it was described, was defective, or was counterfeit;
- your purchase was cancelled, or the Merchant otherwise promised you a refund, but you have not received a refund;
- what you purchased was mis-sold to you;
- you asked the Merchant to cancel an upcoming recurring payment and they did not; or

- your purchase was prohibited by law.

You cannot make a Claim under this Policy for anything else.

What about fraud?

This Policy covers fraud by a Merchant on Eligible Purchases. It does not cover fraud by third parties that are not the Merchant, because your rights for this are governed by law and the Personal and Business terms which govern your account. If you think you are a victim of fraud by a third party actor, please contact us immediately via the Revolut app. You do not need to contact the Merchant first, and we will have a better chance of being able to help you if you contact us as soon as possible.

How will Claims be handled?

You must try and resolve any issues with the Merchant you have made your purchase from before you make a Claim under this Policy (and we will ask for evidence that you have done so). This is because the Merchant is best placed to return, replace or refund your purchase (and hopefully will be able to do so more quickly than a Policy Claim takes to process).

If you cannot resolve your dispute with the Merchant, we will handle your Claim on the basis set out in this Policy. Essentially, we follow a two step process:

- first, we will facilitate a discussion between you and the Merchant to try and resolve the claim. Hopefully, you and the Merchant will agree on a resolution; and
- second, if you and the Merchant cannot agree, the Claim is referred to us and we will make a decision on it.

Raising a Customer Claim and trying to resolve it with the Merchant

Before a Claim can be reviewed by us under this Policy, the Customer and Merchant must attempt to resolve it first. Once a Customer submits a Claim to us, we will follow the process described below:

- A Claim must be submitted by the Customer via the Revolut app within 90 days of the date of delivery or fulfilment of the transaction or 360 days after the transaction (whichever comes first).
- When you submit your Claim, we will ask you to submit evidence to support it. What you will need to provide will depend on the nature of your Claim. However, in all cases, you will need to provide us with evidence that you have tried to resolve the Claim with the Merchant before submitting the Claim.
- When we receive a Claim, we will pass it to the Merchant. Once we pass the Claim to the Merchant, they will have 15 days to respond and make an offer to the

Customer.

- If the Merchant does not respond within these 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 Claim will be closed, in accordance with the offer presented by the Merchant. The closing of the Claim doesn't limit your rights to pursue further claims in accordance with applicable law.
- If the offer is accepted by the Customer or the Claim is closed, in accordance with the offer presented by the Merchant, 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.

How we will decide on Claims

If the Merchant and Customer cannot agree within the Claims handling process timeframes, the Claim is referred to us for decision.

Once a Claim is referred to us, our Disputes Resolution Team will review all the case details and supporting evidence. We will aim to provide a final decision within 15 days. We will try to make a decision on a Claim 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 the Merchant or the Customer do not provide the evidence in that time, 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 Customer's Claim; or
- uphold the Customer's 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 and not the rate as at the time of the original transaction.

Our Policy is not a warranty, guarantee or insurance. It is just a mechanism by which we ask Merchants to agree to refund you in certain circumstances, if we decide that those circumstances are met.

The Policy does not affect your other legal rights against the Merchant (or against us). It is just an additional service we ask Merchants to provide to protect you when you make a purchase using Revolut Pay. If you are unhappy with our decision on your Claim, you are still able to pursue these other rights. You also agree that this Policy is a mechanism by which you can make a Claim against a Merchant, not against us. Nothing in this Policy gives you a right to make a Claim against us in respect of any purchase.

However, this policy does not in any way affect your right to make complaints about the services we provide. The rules concerning complaints about our services are regulated by other policies and contractual conditions binding us.

How we will decide if a purchase was not delivered or a service was not received.

Customers are protected under this Policy if their purchase was not delivered or a service was not received. We will decide whether this is the case based on the information and documents provided to us and other objective evidence.

We will generally consider a purchase to have not been delivered or a service to have not been received if:

- the Merchant cannot provide proof of delivery (for goods) or receipt (for services);
- it was not delivered within 14 days of the scheduled date for delivery or receipt; and/or
- the Customer can provide us with positive evidence of the delivery failing (e.g. a tracking receipt showing it was not delivered, or was delivered to the wrong address).

When making a decision, we examine all the facts and all the documents and information in our possession to ensure that our decision is correct. Therefore there may be other objective reasons why we decide a purchase has been delivered or not, or a service has been received or not received.

How we will decide if your purchase is materially different to its description or is defective

Customers are protected under this Policy if their purchase was materially different to what was described by the Merchant or was defective. We will decide whether this has happened or not based on the information and documents provided to us and other objective evidence.

We will generally consider your purchase to be not as described by the Merchant or defective if what was delivered:

- does not match what was described by the Merchant during the sale process in a material respect; or
- was damaged or defective when received by you.

When making a decision, we examine all the facts and all the documents and information in our possession to ensure that our decision is correct. Therefore there may be other objective reasons why we may decide a purchase is or is not as described by the Merchant or defective.

This means something more than a criticism about the quality of the purchase or your satisfaction with it. For example, if you purchased a flying car:

- you would not be covered if you didn't think it flew fast enough or suffered turbulence, but you would be covered if it didn't fly at all;
- you would be covered if it had been described as new but was used; or
- you would be covered if it was damaged during delivery.

If you Claim that a purchase is not as described by the Merchant in a material respect or is defective, we may require you to return it to the Merchant and provide proof that

you have before advancing your Claim. If we require this, 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 potentially provide a refund. In some instances, you may be unable to return the purchase (for example 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 purchase is counterfeit

Customers are protected under this Policy if their purchase was counterfeit. We will decide whether this has happened or not based on the information and documents provided to us and other objective evidence.

We will generally consider your purchase 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.

When making a decision, we examine all the facts and all the documents and information in our possession to ensure that our decision is correct. Therefore there may be other objective reasons why we decide a purchase is or is not counterfeit.

If you have been advised that the item you purchased was counterfeit, you can submit the Claim even if you have not received the item as yet.

How we decide if your purchase was mis-sold to you

Customers are protected under this Policy if their purchase was mis-sold. We will decide whether this has happened or not based on the information and documents provided to us and other objective evidence.

We will generally consider a purchase to have been mis-sold in the following instances:

- the Merchant (or someone acting on their behalf) induces the Customer to make the purchase by providing inaccurate, incomplete or misleading information about the purchase itself;
- the Merchant (or someone acting on their behalf) induces the Customer to make the purchase by providing inaccurate, incomplete or misleading information about the Customer's need for the purchase; and/or
- in order for the Customer to use the purchase, they must rely on third-parties in addition to the Merchant in a manner that is detrimental to the Customer and was not adequately disclosed by the Merchant.

When making a decision, we examine all the facts and all the documents and information in our possession to ensure that our decision is correct. Therefore there may be other objective reasons why we decide a purchase is or is not mis-sold.

How we decide if a Customer's request to cancel a recurring payment was not actioned by the Merchant

Customers are protected under this Policy if they ask a Merchant to cancel a recurring payment:

- at least one business day before it was taken and the Merchant takes the payment anyway; or
- in the case of a purchase requiring delivery, after the payment has been taken but before the Merchant ships the purchase, and the Merchant refuses to refund the payment.

By a recurring payment, we mean a Revolut Pay payment that is scheduled to be taken regularly and is not authorised by the Customer each time the payment is taken (defined in the Revolut Pay Payment terms as a "**Merchant Initiated Payment**").

We will generally consider a Merchant to have failed to have actioned a cancel request in the following instances:

- the Customer has not actively consented to the individual payment; or
- the Customer has requested that the payment not be made at least one business day prior to it being taken.

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

When making a decision, we examine all the facts and all the documents and information in our possession to ensure that our decision is correct. Therefore there may be other objective reasons why we decide an upcoming payment has been validly cancelled.

How we decide if your purchase was prohibited by law

Customers are protected under this Policy if their purchase was prohibited by law. We will decide whether this has happened or not based on the information and documents provided to us and other objective evidence.

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.

When making a decision, we examine all the facts and all the documents and information in our possession to ensure that our decision is correct. Therefore there may be other objective reasons why we decide a purchase is prohibited by law.

When can we make changes to this Policy?

We can make changes to this Policy for the following important reasons :

- the introduction, amendment or repeal of generally applicable laws or the issuance of judgments, decisions or binding guidelines by courts, administrative bodies or supervisory authorities to the extent that this will result in an obligation for us to amend the rules and regulations and only to the extent corresponding to such amendments;
- a change in our offer, that is, we are introducing, changing, ceasing offering or limiting the functionality of products, services or functionalities- the change will be introduced only within the scope of the provisions relating to the relevant product, service or functionality;
- the need to introduce technological and technical corrections or improvements, adjustment or improvement of existing personal data protection measures, adjustment or improvements of security and fraud prevention measures in connection with the Policy- only to the extent that it will be necessary to adapt the Policy to the solutions resulting from these changes
- circumstances in which we update information about us, we change the existing marketing names, we correct clerical errors, spelling or punctuation errors, we update our contact details, address details or registration details, we merge or separate our regulations or we change the existing marketing names provided that these changes do not increase your existing obligations or limit your rights.

Informing about changes to the Policy

If we make a change to the Policy, information about all changes will be sent by email on a durable medium together with the attached amended Policy, no later than 30 days before the date the changes take effect.

Any changes to the Policy do not affect the rights of a Customer who has already submitted a Claim and initiated a procedure based on this Policy. Proceedings initiated based on the previous wording of the Policy will be settled in accordance with the wording valid at the time the Claim was submitted.

Legal bits and pieces

Lithuanian law applies

The laws of the Republic of Lithuania apply to the Policy. Despite this, you are subject to the protection afforded to you under Polish laws that cannot be excluded by contract and intended to protect your interests.

The Polish version of the Policy applies

If this Policy is translated into another language, the translation is for reference only and the Polish version will apply.

Taking legal action against us

The competent court for disputes related to the Agreement concluded between you and us is the Polish court of competent jurisdiction.

Complaints

If you're not happy with the service you've received under this Policy, we'll do our best to make things right where it's within our control. If you have a complaint about Policy, please reach out to Support and let them know you want to make a complaint. Please see Complaints Policy and Personal Terms or Business Terms for more information.