**Revolut Bank UAB Sucursal en España**'s 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 "Revolut POS" Payment Method. We call them the "**Revolut POS Terms**" (or, in this document, just the "**Terms**").

You cannot use Revolut POS to receive payments unless you first enter into a Payment Processing Services Agreement with Revolut Bank UAB.

These Terms apply to merchants who use Revolut POS (we call them "Merchants" in these Terms).

#### 1. What is Revolut POS?

Revolut POS is Revolut's point-of-sale and customer relationship management service.

Revolut POS can be used by Merchants to identify and select items for purchase by customers, produce bills for customers, facilitate payments and log customer transactions.

Revolut POS is not regulated by the Bank of Lithuania or the European Central Bank.

#### 2. About Revolut POS

Revolut POS is an iPad app. This means you can download the Revolut POS app, if it is available in your country. You cannot use Revolut POS if it is not available in your country.

Revolut POS is only available to Revolut Business customers. This means you will not be able to use the Revolut POS service if you aren't a current Revolut Business customer. You will need to use your existing Revolut credentials to sign into the Revolut POS app.

#### 3. How does Revolut POS work?

Revolut POS lets you open tables, list orders, park bills, add items and update the status of a table.

When a customer wants to order, Revolut POS allows you to identify and select items and services for purchase by customers. When a customer has finished ordering from you, Revolut POS allows you to produce a bill for your customer, facilitate payments, print receipts and log customer transactions.

Revolut POS allows you to manage discounts, VAT and pricing for in-store or takeaway consumption. It also lets you add tips when you charge your customers.

If a customer wishes to pay by cash, you are responsible for managing payment from the customer. Revolut POS will log your transaction for monitoring and reporting purposes.

If a customer wishes to pay by card, Revolut POS will work with your Revolut Card Reader to allow you to take a payment by card from your customer swiftly and easily. Revolut Card Reader Terms and Revolut's Payment Processing Terms apply when you use your Revolut Card Reader to accept payments from a customer.

You can also view sales by product, staff or time. And you can manage staff through the clock-in and clock-out and timesheet features.

Revolut POS may allow you to receive orders placed online by your customers through the Order & Pay feature. Order & Pay allows your customers to place orders and complete payments independently via QR code. As a merchant, you are solely responsible for fulfilling orders received via the Order & Pay system.

## 4. What Fees apply to the use of Revolut POS?

You will be charged a monthly fee for the use of Revolut POS services. Details about the monthly fees applicable to the Revolut POS services can be found in the Fees page that applies to your Revolut plan.

### 5. What customer information can Revolut POS process?

Merchants can upload the following information about their customers to Revolut POS:

- · First name;
- Last name;
- Email address;
- Postal address;
- Phone number.

Merchants can also link transactions to customers.

In these terms we call this information the "Customer Information".

If you upload Customer Information to the Revolut POS you warrant that:

- you have complied with your obligations under data protection laws that apply to you;
- you have all necessary and appropriate consents from the customer; and
- you have provided all necessary fair processing notices to enable the lawful transfer of personal data to Revolut POS for the purposes set out in these Terms.

The Data Processing Addendum set out in the Payment Processing Terms will apply in respect of our processing of Customer Information.

#### 6. Restrictions

Unless we expressly permit you to, you shall not directly or indirectly (or assist or allow any other person to):

- copy, modify, distribute, sell, sublicense, rent, loan, lease, or transfer the Revolut POS to any third party;
- use the Revolut POS to create or facilitate the creation of any product or service that is competitive with any Revolut products or services;
- work around any of the technical limitations of the Revolut POS or enable functionality that is disabled or prohibited;
- reverse engineer or attempt to reverse engineer any aspect of the Revolut POS;
- use a version of the Revolut POS that is not the most recent and up to date version of the Revolut POS;
- perform or attempt to perform any actions that interfere with the normal operation of the Revolut POS or affect use of the Revolut POS; or
- combine the Revolut POS with other software such that you restrict, impede, circumvent, compromise, impact the functionality of or charge for access to the Revolut POS.

You are responsible for the security of all access permissions you are provided to use the Revolut POS. You agree you will not use the Revolut POS service in conjunction with an unauthorised third party service. Authorised third party services are included in the Annex to these Terms.

As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to the Revolut POS and any of its modifications or derivative works. Except for the limited rights expressly granted to you under this Agreement or any other agreement in force between Revolut and you, Revolut does not grant you any right, title, or interest in or to any Revolut trademarks, trade secrets, patents, brand names, copyrights, distinctive brand features, logos, domain names or any other Revolut intellectual property ("Revolut Property"). You may not use the Revolut Property without our prior written consent, including the making of any publication or communication using Revolut Property.

In order to use the Revolut POS service, we grant you a limited, revocable, royalty-free, non-transferable, non-exclusive licence to download or otherwise access and use the Revolut POS service.

You agree that you will not upload any data, images or other information to the Revolut POS service, or configure the Revolut POS service, in any way that is objectionable, illegal, immoral, constitute false information or otherwise inconsistent with Revolut's Community Standards.

#### 7. Disclaimers

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 can stop you using Revolut POS.

## 8. How can these terms be changed?

We may add an authorised third party service to the Annex to these Terms at any time without giving you notice. Otherwise, we'll give you two months' notice before we make any change to these Terms (including the removal of an authorised third party service from the Annex). We'll assume you're happy with the change unless you tell us that you want to stop using Revolut POS.

You cannot change these Terms.

### 9. Our liability and responsibility to you

Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of services or documents which might otherwise be implied into, or incorporated in, the Revolut POS service is excluded to the fullest extent permitted by law. The Revolut POS service is provided to you as is and without any guarantee as to its specific functionality for your purposes.

Our liability to you shall be governed by the Payment Processing Agreement.
You are responsible for ensuring that your QR code is securely placed and protected.
We assume no liability for incidents, such as where fraudsters replace or overlay your QR code with their own to redirect payments to a fraudulent page.

# 10. Need to get in touch with us?

If you provide us any feedback in relation to the Revolut POS service, you agree that we may use that feedback at our discretion without attribution or value to you. You agree we may undertake performance metrics and otherwise use the data that you provide to us in the Revolut POS service to improve the service and offer other products and services to our customers.

If you have a question about the Revolut POS service that 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.

If you want to end your use of the Revolut POS service, you can contact our Support team in-app. We bill you each calendar month and will cancel your service from the next month as long as you contact us at least two working days before the end of the month. (For example, if you contact us to cancel your service on Tuesday 29 August,

we will cancel your service from the end of August; if you contact us to cancel on Wednesday 30 August, we will cancel your service from the end of September.)

Annex: Authorised Third Party Services

Star (cash drawers and receipt printers)