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del riesgo del producto siendo 1/6 indicativo de menor riesgo y 6/6 de mayor riesgo. Revolut is adhered to Lithuanian State Company Deposit and Investment Insurance (VĮ "Indėlių ir investicijų draudimas"). The maximum warrantied amount is EUR 100,000 for a single depositor for all his/her deposits held with Revolut Bank UAB.

This page consists of two Parts:

- Part I: Revolut Bank UAB branch in Spain Personal Terms.
- Part II: Revolut Bank UAB Personal Terms.

If you are a customer of Revolut Bank UAB, please scroll down to see the terms relevant for you.

# Part I

# Revolut Bank UAB branch in Spain Personal Terms

If you signed up to Revolut after the launch of our Spanish branch, this version of our terms

applies to you.

If you have signed up to Revolut before that and received an email from us about the transfer

to the Spanish 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 personal account (your account) and its related services. It also sets out other

important things that you need to know. These terms and conditions, along with the <u>Fees page</u>, <u>Privacy Policy</u> 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 (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) via its branch in Spain (Revolut Bank UAB, Sucursal en España). The Spanish branch is registered as a branch within the Commercial Registry in Madrid at Volume 44863, Book 0, Sheet 1, Section 8, Page M789831, 1st registration and our address is at Calle Serrano 20, 28001, Madrid (Spain)).

This agreement is indefinite. It means that it is valid until you or we end it.

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. The Bank of Lithuania is the central bank and the financial supervisory authority of the Republic of Lithuania whose address is Gedimino ave. 6, 01103 Vilnius, the Republic of Lithuania, registry number 188607684 (further information on the Bank of Lithuania can be obtained on its website at www.lb.lt, the Bank of Lithuania can be contacted at on telephone number +370 800 50 500).

In Spain, Revolut Bank UAB is established and acts through a branch (Revolut Bank UAB, Sucursal en España) with CIF W0250845E, under the supervision of the Bank of Spain for clients related purposes. It is registered under number 1583 with the Registry of Credit Entities of Bank of Spain and within the Commercial Registry in Madrid at Volume 44863, Book 0, Sheet 1, Section 8, Page M789831, 1st registration and our address is at Calle Serrano 20, 28001, Madrid (Spain).

We are also subject to the legislation on Payments of the Kingdom of Spain (Real Decreto-ley 19/2018, de 23 de noviembre, de servicios de pago y otras medidas urgentes en materia financiera and Real Decreto 736/2019, de 20 de diciembre, de régimen jurídico de los servicios de pago y de las entidades de pago and other applicable legislation) which regulates our

activities and liability, provision of payment services, rights and obligations of our customers and applicable fees.

We note that we operate and provide services on business days of the Kingdom of Spain and only when such business days in the Kingdom of Spain coincide with business days of the United Kingdom (UK).

It's important for you to understand how your account works. You can ask for a copy of these terms and conditions through the Revolut app at any time.

If you'd like more information you might find it helpful to read our <u>FAQs</u>. (but these FAQs don't form part of our agreement with you).

# 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".

You must not use it for business purposes. If you want to use your Revolut account for business purposes, you will need to either apply for a Revolut Pro account or a Revolut Business 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 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;
   and view information about and manage your account.

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

The main way we provide our services is through the Revolut mobile app. However, we provide our services in other ways too, like through web pages, other apps, APIs and other means.

These terms apply whenever and however you access our services. This means they apply to all the ways you can access a particular service, even if we refer to the service being accessed through a specific means in these terms. For example, when we talk about Revolut Card payments, we mean payments using a physical card, but also a virtual card or a card added to Apple Pay or Google Pay.

# 4. Can I open a Revolut account?

By accepting these terms and conditions you confirm that:

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

Normally you must be 18 or over to open a Revolut account. If you are under 18 and we let you have a Revolut account or any other service, we'll let you know any special terms and conditions that apply.

When you ask us to open an account, we or someone acting for us will ask for information about you and where the money you will put in your account comes from. We do this for a number of reasons, including to check your credit score and identity, and to meet our legal and regulatory requirements. Our <a href="Privacy Policy">Privacy Policy</a> explains more about how we use your information for these and other purposes. When we have the information we need, we will open your account.

You can't:

- open more than one Revolut personal account for your own individual use; or
- use a Revolut personal account for business purposes.

If you want to use a Revolut account for business purposes, you will need to apply for a Revolut Pro account under the Revolut Pro account terms, or you will need to open a separate business account under our Business Terms.

# 5. 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 app in your transaction history and in your account information, which includes monthly statements and your annual statement of fees. We will not make any changes to your account information and it will be available to you through the Revolut app while you are a customer. If you need to keep a copy of your account information after your account is closed, you can download it while your account is still active. If you close your account and want to get your account information you can email us at support@revolut.com. You can also download information from the app at any time.

We will send a notification to your mobile device each time a payment goes into or out of your account, including, among others, the amount of the payment and the value date. You can turn off these notifications, through the Revolut app but if you do, you should regularly check your payments on the Revolut app. It's important that you know what payments go into and out of your account, so we recommend that you do not turn off notifications.

Moreover, and only if you request it when making a transfer from your account, we will inform you through Revolut app of the maximum execution time and of the charges you may have to pay.

#### **COMMUNICATING WITH YOU**

We'll usually communicate with you through the Revolut app and it's free of charge. Other Revolut group entities may also communicate with you via the Revolut app if this is agreed with you and that entity.

This is how we will provide account information (including monthly statements and your annual statement of fees) 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 app for this information.

To help keep your account safe, download the latest software for your mobile device and the latest version of the Revolut app as soon as they are 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.

Your consents, approvals, acceptances and other statements given using the Revolut app shall have the same legal validity as your signature on a written document. Your agreements concluded with us via the Revolut app shall be deemed to be written agreements concluded between you and us. Any instructions to Revolut for conducting operations and other actions submitted/executed from you through the Revolut app will be treated as submitted/executed by you and valid as actions performed by you.

We will communicate with you in Spanish, unless otherwise agreed with you.

### 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 your contact details change, please update them in the app or let Support know they have changed as soon as possible.

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 might sometimes need to ask for more information about you (for example, if your spending increases). Please provide this information quickly so that there is no disruption to your account or our services.

# 6. How do I close my account?

You can close your account, and so end the agreement, at any time by letting us know. You can do this through the Revolut app, by writing to us at our branch office in Spain or by emailing us at support@revolut.com. There is no charge or fee to close your account. We will close your account within a 24 hour period after you have transferred all the money from your account. If you do not transfer your money, we will not be able to close your account.

You will still have to pay any charges you've run up (for example, if you've asked for an extra Revolut Card). We may also charge you any cancellation fees that apply to other agreements you've entered into with us (for example, if you cancel your Metal or Ultra Subscription).

If we close your account, we will give you at least two months to withdraw the money we hold for you (unless there are any legal reasons preventing the transfer). This means, any ordinary payment limits, and fees, will also still apply during this period. For example, any limits on the minimum value of payments that apply while your account is open will also apply during this two month term.

After these two months (if we are the one closing the account) or after the 24 hour period (if it is you who have requested to close the account), you will no longer be entitled to any free payments that your plan entitled you to while your account was open. For any transfer you request, we charge our standard fee, subject to a minimum of  $\leq 2$  (or equivalent in the currency of your Revolut account). For example, if you request an international payment which you would have paid  $\leq 5$  (or equivalent in the currency of your Revolut account) for while your account was open, then you will be charged  $\leq 5$  (or equivalent in the currency of your Revolut account), but if you request a local payment which would have been free while your account was open then you will pay  $\leq 2$  (or equivalent in the currency of your Revolut account). If your remaining balance is less than or equal to  $\leq 2$  (or equivalent in the currency of your Revolut account) at the beginning of the two month period, or drops below it at any e, before sending the money to you.

If your account has been temporarily restricted, we may not be able to close your account during that period, the fee will be charged automatically and your account will be permanently closed after the period ends.

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

### **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 without cost, unless otherwise agreed in any other terms applicable to you.

### How can I withdraw from the agreement?

You can withdraw from this agreement and so end it within the first 14 days of opening a Revolut account by letting us know through the Revolut app or by emailing us at support@revolut.com. You have a right to withdraw without paying any penalties and without having to indicate any reason. In case of withdrawal from the agreement we will return any remaining balance to you.

# 7. 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 support@revolut.com) and ask them to send you the money we still hold for you.

Once your account is closed you can withdraw your money in the currency you hold in the account at the time by transferring it to another bank account as explained herein. If you need to carry out a currency exchange prior to withdrawing, you will only be able to convert the money into your base currency (the currency of the country you live in).

# Keeping my account safe

# 8. 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 <a href="here">here</a>. There are no additional mechanisms (we call them "guarantee funds") under these terms and conditions that protect your money in your Revolut Account.

# 9. Keeping your security details and Revolut Card safe

We do everything we can to keep your money safe. We ask you to do the same by keeping your security details and Revolut Card safe. This means 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 provider or third-party provider who is acting in line with regulatory requirements. We've explained more about open-banking providers and third-party providers in section 10 of these terms and conditions.

Sometimes it's easy to forget to take the steps you must take to keep your money safe. Here are a couple of tips:

 make sure you close down the Revolut app when you're not using it; and  keep your mobile phone and your email account secure and don't let other people use them.

Contact us through the Revolut app, as soon as possible, if your Revolut Card is lost or stolen, or if your Revolut Card or security details could be used without your permission.

If you can, you should, without undue delay, also freeze your Revolut Card using the Revolut app or by calling the automated number below. If you later realise there's not a risk to your Revolut Card's security, you can unfreeze it.

### How you can contact us

#### Write to us:

• Calle Serrano 20, 28011 Madrid (Spain).

### **Freeze your Revolut Card:**

+34 900 94 32 45

## 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 support@revolut.com.

#### Call us:

+34 900 94 32 45

# 10. Making payments and accessing accounts using 'open banking'

You can use 'open banking' to access the accounts you have with other providers via the Revolut app and to allow other providers to have access to your Revolut account.

Allowing other providers to have access to your Revolut account

You can allow other providers to have access to your account information or make payments on your behalf. These providers are often referred to as "open banking providers" or "third-party providers".

These providers shall need to be authorised by a regulator such as the Bank of Spain or by the regulator of any other relevant country. 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 Bank of Spain's online register of authorised companies).

When you access your Revolut account via an open banking provider or third-party provider, our terms and conditions still apply to your use of your Revolut account.

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, or if there are legal or regulatory reasons for doing so). 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 app or by email, unless it would be unlawful to do so or there are valid security reasons why we can't. We'll also unblock the third-party provider's access as soon as the reasons for denying them access no longer exist.

You also have the right to block an open banking provider's or third-party provider's access to your Revolut account. You should contact us if you think a third-party provider is acting without your consent.

When you use an open banking provider or a third-party provider, you authorise them and give consent to them to have access to your Revolut account information or make payments from your Revolut account on your behalf. How we share your information for these and other purposes is set out in our <a href="Privacy Policy">Privacy Policy</a>.

#### Using the Revolut app to access accounts with other providers

You can also access your accounts with other providers, and initiate payments from those accounts, via the Revolut app. We call these our "Open Banking Services". Revolut is authorised to provide these services.

When you use our Open Banking Services to view information about an account you hold with another provider, you must authorise us to access

that account. We won't store any of the sensitive payment data you provide to give that authorisation.

Once you've authorised us to access the account for the account information purposes:

- We will access your account information on your behalf (meaning information like your account details, transaction history and the features of your account).
- We will analyse this information to provide spending insights to you (like suggesting how you might be able to save money).
- You can revoke your consent at any time via the Revolut app.

How we use your information for these and other purposes is set out in our <u>Privacy Policy</u>. When you use our Open Banking Services to initiate a payment from an account you hold with another provider, you must authorise us to make that payment as well. We won't store any of the sensitive payment data you provide to give that authorisation. We will consider that you gave us consent and authorised us to initiate payments from those accounts when you choose in Revolut app to use a certain payment service and after you fill in all necessary and requested information you submit it on Revolut app.

# 11. Are there any restrictions on using the Revolut app or Revolut Card?

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

- for illegal purposes (for example, committing fraud);
- in a way that might harm our ability to provide our services;
- only to send money to and receive money from a credit card account;
- for any transactions to receive cash other than making a withdrawal from an ATM (cash machine);
- to control or use a Revolut account that's not yours; to give Revolut Card to any other person;
- to allow anyone else to have access to or use your account or the Revolut app;
- 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; or
- 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.

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

# Moving money in and out

# 12. Adding money to my 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 account details stated in the Revolut app. Make sure you follow the prompts from the app 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 to your account in euro (€), you must use the 'Euro account' details stated in the Revolut app.

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.

We will consider that you gave us consent and authorized us to execute the transaction once you submit your payment order on the Revolut app.

There is more information on adding money to your account in our <u>FAQs</u>.

# Holding money in your account

Once you have added money to your account, you can transfer it between the various types of sub accounts we offer. For example, you can transfer your money between currencies, or hold it in a Personal Pocket. These are all sub accounts of your account. All the rules that apply to your main account also apply to your sub accounts - for example, they can be accessed by debt collecting agencies.

In certain circumstances we may have to close your sub-account. If we do, we will inform you in advance and you will be able to transfer or exchange any funds you hold in the sub account before it is closed. You authorise us to convert any remaining funds to your base currency and close your sub-account.

# Never worry about the balance of your Revolut account getting too low

We know that it's important to be able to make payments from your account whenever you want. You can authorise us to add a specific amount of money to your account from your stored card whenever the value of money in your account drops below a certain amount. We call this an auto-add. You can cancel an auto-add at any time through the Revolut app or by contacting your card provider.

### **Payment limits**

Due to the anti-money laundering and counter-terrorist financing requirements or the limits applied by third parties, we might limit how much you can receive into 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.

These limits can change from time to time. Information about these limits is set out here.

## Keep your currency consistent

It's important that any payment to your account is made in the currency of your account. Otherwise, the payment will be converted to the currency of your account. This means that your account might be credited with more or less than you expected. We won't be responsible for any losses if this happens.

# 13. Transferring money between Revolut accounts

You can send money to, and receive money from, other Revolut accounts. We call these sorts of payments Instant Transfers. All Instant Transfers are received immediately.

You can make an Instant Transfer to another Revolut user's account by choosing them from the contacts list in the Revolut app, by using their username, or by using any other method we provide to identify them, and following the prompts.

### **Revolut Messenger**

You can also use this thread in the transfer section of the Revolut app to chat with your contacts. We call this function "Revolut Messenger". Revolut Messenger is intended to make your use of Revolut more social by allowing you to communicate with other Revolut users about your activity on the Revolut app.

In order to use Revolut Messenger:

- you and the user you want to chat with must both have been using a version of the Revolut app, and signed up to Revolut in a country that supports Revolut Messenger; and
- either you must have successfully made a payment to the user in the past; or
- you both must have each other saved in the contacts of your mobile device and have those contacts synced with the Revolut app; or
- you both must have been added to a group feature where Revolut Messenger is supported (such as our split bill feature).

If you don't want to receive messages on Revolut Messenger from a user, you are able to block them. If you don't want to receive messages on Revolut Messenger at all, you can deactivate it completely. You can do both these things in the Revolut app.

To ensure any communication is kept private, Revolut Messenger is protected using end to end encryption. This means that Revolut cannot access messages in your Revolut Messenger in any circumstances. For example, if you contact our Support team in relation to something that has occurred on Revolut Messenger, we will not be able to see your thread. It also means we are unable to provide any information about messages in your Revolut Messenger even if you ask us for it.

Revolut Messenger does not provide any permanent storage or backup of the messages in your thread. If you delete and reinstall the Revolut app, or if you change the device you are using to access the Revolut app, your messages will be permanently lost.

The Instant Transfers shown in your Revolut Messenger thread are not messages, are not encrypted, and are permanently stored (in the same way as any other transaction data of yours). Rather, they are just reminders of the payments you have made to and from the person you are chatting with. They will still appear in your thread if you change devices or reinstall the app.

Our Community Standards apply whenever you use Revolut Messenger. If you breach those Community Standards, we may restrict or remove your access to Revolut Messenger, or close your Revolut account completely. If you think someone else is breaching those standards (for example, they are harassing you or impersonating someone), you can report them by contacting Support. However, remember that because your messages are encrypted, we cannot see them. This may mean you will need to provide screenshots to Support as evidence of any report you are making.

### **Group Pockets**

If you are a member of a Group Pocket, you can send instant transfers to that as well.

A Group Pocket is an account set up and controlled by an individual Revolut user. All members of a Group Pocket can see their own transactions in the Group Pocket and can leave it at any time.

Only the Revolut user who set up the Group Pocket (the owner) can automatically see all of the Group Pocket's transactions, close the Group Pocket, add or remove other members, and allow Group Pocket members to withdraw funds (or revoke their access). You should only join a Group Pocket, or send money to it, if you trust the owner as he/she own the funds - if the owner at any point stops being a Revolut account holder or their account is locked, then you will not be able to access the funds in the Group Pocket.

# Making purchases using Pay with Revolut

You can also make an Instant Transfer to a business which uses "Pay with Revolut" to receive payments. This can happen in the following two ways:

- You can instruct us to make an Instant Transfer for a set amount from your Revolut Account to a business (for example, instead of paying by card in a checkout). We call these payments "Customer Initiated Payments".
- You can consent to a business being able to collect Instant
   Transfers from your Revolut account in the future (for example,
   if you allow a business to collect payments from your account
   when you buy something or on a regular basis, like for a
   subscription ). We call these "Merchant Initiated Payments".

### Customer Initiated Payments

Customer Initiated Payments are for a set amount and are a one-off. The business will only ever be paid the amount you confirm and the business cannot collect any other payments without your permission.

### Merchant Initiated Payments

Merchant Initiated Payments are collected by the business based on your previous consent, and so can be for any amount or at any interval. If you want to stop a Merchant Initiated Payment you should contact the business charging it to cancel the service. You can also contact us to withdraw your consent (via chat), and we will action your request by the end of the next business day.

We will notify you in the Revolut app whenever a Customer Initiated Payment or Merchant Initiated Payment is made from your Revolut account.

### Protection when using Pay With Revolut

Pay with Revolut is a service we offer businesses to allow you to pay them directly from your Revolut account, without any frustrating card details. However, we want Pay with Revolut to work for you as well as for businesses. So we have created a Buyer Protection Policy which applies when you make an eligible purchase using Pay with Revolut.

#### Refunds for Merchant Initiated Payments

Merchant Initiated Payments are collected from your account based on a consent you have given in the past. We encourage businesses to tell you the amount of any Merchant Initiated Payment before they collect it. However, if you think a Merchant Initiated Payment has been taken from your account in error, you can ask us to refund it within 8 weeks of it being

paid. To request a refund, contact us via chat, and we will let you know if your refund is successful within 10 business days.

# 14. 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 money to in the Revolut app and follow the prompts. We may need to ask for other information as well.

### **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 150 Eur;
- 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.);
- 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; or
- providing your Revolut Card number and other details to a trade or service provider and authenticating this payment using a 3D Secure method. This is a step you will have to take when buying online using your Revolut Card if a trade or service provider has implemented this method. If they have, a window will pop up on the trade or service provider's website asking you to verify the payment and you will receive a push

notification to your Revolut app. You will have to open your app and confirm the transaction to complete the payment.

When you use your Revolut Card to make a withdrawal from an ATM 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 the money has been stolen from your account: or
- you don't think we've carried out your instructions correctly.

We might charge you a fee for making withdrawals. You can read about these fees on our Fees page.

# 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 will return it in the converted currency or convert it back to the original currency. This means that the amount you receive back into your account might be less or more depending on the currency conversion rate at the time of return. We would not be responsible for any losses that this causes you.

# 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 it's sent to the wrong account.

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 the 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 in others. If you contact our customer support team through the Revolut app we can give

you information to help you try to recover the money, including details of the person who did receive the money (if we have those details).

The EEA is made up of all the countries in the European Union, plus Norway, Iceland and Liechtenstein. A 'business day' means a day that the banks are open in both the Kingdom of Spain and the UK.

#### **SEPA** direct debits

Depending on where you live, you may be able to pay direct debits, in euros, from your account to bank accounts held in the Single European Payments Area (which is all the countries in the EEA plus Switzerland, Monaco and San Marino). These payments 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 app.

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.

## Payments for services provided by other Revolut group companies

The Revolut 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 by us (Revolut Bank UAB, sucursal en España). Some are provided by other companies within our group. Where this is the case, you must agree to separate terms and conditions with 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 <u>Cryptocurrency Terms</u> and <u>Conditions</u> with which you agreed to. We do not provide these services and you do not have rights against us under those <u>Cryptocurrency Terms</u> and <u>Conditions</u>.
- If you use precious metal services, these are provided by Revolut Ltd, and are governed by the <u>Precious Metal Terms</u> and <u>Conditions</u> with which you agreed to. We do not provide this service and you do not have rights against us under those <u>Precious Metal Terms and Conditions</u>.
- If you use trading services, these are provided by Revolut Securities Europe UAB, and are governed by the <u>Trading</u> <u>Terms and Conditions</u> with which you agreed to. We do not provide this service and you do not have rights against us under those <u>Trading Terms and Conditions</u>.
- If you use Stays services, these are provided by Revolut Ltd, and are governed by the <u>Stays Terms and Conditions</u> with which you agreed to. We do not provide this service and you do not have rights against us under those <u>Stays Terms and</u> <u>Conditions</u>.
- If you have a Savings Flexible Account, it is provided by Revolut Securities Europe UAB, and is governed by the <u>Savings Flexible Account Terms and Conditions</u> with which you agreed to. We do not provide this service and you do not have rights against us under those <u>Savings Flexible Account</u> <u>Terms and Conditions</u>.
- 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.

Sometimes, we may set up a sub-account in your current account if needed for these services. For example, if you use trading services, you will see you have a sub-account which you must fund before you can use the trading services.

#### Card transfers

You can use Revolut to send money to a card. This means a payment that is sent via card schemes instead of traditional payment schemes. The recipient of the payment is identified by their card number instead of their bank account number.

Card transfers are sent instantly, and should arrive within 30 minutes. This means there is no opportunity to cancel this type of payment after it is sent, so please make sure that the details you enter are correct.

Remember that your card number is a valuable piece of information that can be used to commit fraud against you. The only thing you need to share from your card to make a card transfer is the card number; you do not need the expiry date and you certainly don't need the security code, so make sure you keep these pieces of information safe.

#### 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.

### **Making Payments in Chinese Yuan**

If you have not engaged in any cryptocurrency related activity on any Revolut group entity, you can use Revolut to send payments in Chinese Yuan to anyone with an AliPay account. The maximum value of any one payment is CNY50,000.

We do not support payments in Yuan to other accounts right now, and you cannot hold balances in Yuan either.

There are restrictions as per Chinese regulations on the amount of funds and number of transfers an Alipay beneficiary can receive within a month /

year based on the reason for transfer. If these limits are exceeded on the beneficiary side, the payment will be canceled.

Unfortunately, if you have engaged in any cryptocurrency related activity on any Revolut group entity, you cannot use Revolut to send payments in Chinese Yuan. This is due to restrictions put in place by the partners we use to offer this service. By cryptocurrency related activity, we mean you have either:

- held, bought or sold cryptocurrency directly on the Revolut App; or
- received or sent cryptocurrency proceeds from a cryptocurrency exchange into your Revolut crypto account.

In order make one of these payments, you will need to provide:

- the name and AliPay ID of the person you want to send the money to:
- the reason for the payment; and
- any other information we may need to make your payment.

You also acknowledge that certain of your personal data will be transferred to AliPay's partner banks in China if you make a payment in Chinese Yuan. This is necessary in order to process the payment. See our Customer Privacy Notice (accessible <a href="here">here</a>) for more information on how we handle your personal data.

Alipay payments are completed in near real-time.

# 15. 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 app. 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 the 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.

### What to do if you think you have made a mistake?

You should always check that you have entered the correct details for the person you want to pay before you make a payment. It's always a good idea to make a test payment of a small amount (say, €1) to make sure that you have the account details correct. You should always think about the following:

- Always 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.
- The contacts you see in the Revolut app are taken from the names and phone numbers you have saved to your own phone. These names and numbers are not verified by us or anyone else. This means that if you have saved the wrong number or wrong name to your phone, you will pay the wrong person and may lose your money.
- The usernames you see in the Revolut app can look similar to other usernames and are able to be changed by individual users. We take steps to remove any inappropriate usernames, but these usernames are not verified by us or anyone else. This means that if you are not sure that the person is who they say they are, you may pay the wrong person and may lose your money.

We are not responsible if we make a payment to the person you tell us to, even if you gave us the wrong account number, username or phone number by mistake. However, if you ask us to, we'll try to get your money back for you. We may also try to get you information about the beneficiary so that you can try to get it back yourself (if the law allows us to). While we will try to do these things, we don't guarantee that we will, and in some cases we won't be able to.

### What we'll do if we, or someone else, has made a mistake?

On the other hand, if a payment is mistakenly paid into your Revolut account by another person, you will have to pay them back. If the person who mistakenly made the payment makes a legal claim to get it back themselves, we may need to share your information with them.

You agree that if we pre-fund a payment into your account when you initiate a top-up using our Open Banking Services as described in Section 10, and the payment fails to arrive, we can reverse the payment or put a hold on it.

Sometimes, if you withdraw money from your Savings Flexible Account, we may credit some or all of the funds to your current account before we actually receive the money back from the entity providing the Savings Flexible Account. We may do this so that you can access the money more quickly. If we don't ever receive the money back, we may reverse the credit. You authorise us to reverse the previously credited amount in case we don't actually receive the money back from the entity providing the Savings Flexible Account.

For these reasons, you should always check your account regularly to make sure everything is correct.

If you did not make a payment from your account but the money was debited from it, we will reimburse it back to you immediately or at least by the end of the next business day after you notify us of this irregular payment.

# 16. Send and receive money using a payment link

You can easily send money to a friend who doesn't have a Revolut account by setting up a 'payment link' in the Revolut app. A payment link allows you to agree to pay a certain amount without entering the account or card details the payment will be made to. Instead, you choose the amount, share the link, and the recipient enters their account details or card number themselves.

You can also create a payment link to receive payments and send that link to your friend.

Once you've sent the link to your friend, they will need to complete the payment link by entering the relevant details.

- If you are sending money using a payment link, your friend will need to enter their bank account details or card number into the link. The payment will then be made to their bank account or card, as if you had entered those details into the app yourself. Sometimes, because of the size or nature of the payment, your friend will be asked to join Revolut in order to complete the transaction. Once they have, the payment will be made to their Revolut account.
- If you are receiving money using a payment link, your friend will need to enter their debit or credit card details, or details of a card added to Apple Pay or Google Pay, into the link. The payment will then be made from their card. We may put limits on the amount you can request using a payment link, which we will show you in the app.

Sometimes we may have to ask your friend to open a Revolut account before they can receive a payment for other reasons too. If they don't, we won't be able to make the payment to them or from them.

All payment links have a time limit. After this, the link will expire, and your friend will not be able to make or receive your payment. We'll tell you what this time limit is in the app when you create the link.

Remember, when you create a payment link to send money, you are agreeing to make a payment without entering the account or card details yourself. The payment will be made to whatever details are entered into the link. Make sure you are careful where you share a link, and who you share it with. For example, if you share a "send money" link on your friend's social media profile, someone else could click on the link and claim the money themselves. If you're worried about a payment link you have created, you can cancel it (before it is completed) through the transaction history in the app.

#### Revolut.Me

You may be able to send or receive payments from others using Revolut.Me links. By sharing your Revolut.Me link or QR code, you can receive Revolut.Me payments from anyone, anywhere, who has a valid means of payment. Anyone who has your Revolut.Me details will be able to make a Revolut.Me payment to you. They will need to add a description and fill in the amount they want to pay you. If they don't complete this process, you will not be paid.

Unlike payment links, Revolut.Me links are a static URL which can be used to receive payments on an ongoing basis. We may put limits on the amount you can request using the Revolut.Me link, which we will show you in the app.

The first time you use Revolut.Me, we will generate a Revolut.Me username for you. This will appear as part of your QR code or on your Revolut.Me link. You can find the QR code and your Revolut.Me link in the Revolut app.

We may allow you to change your Revolut.Me username if you don't like it.

Our Community Standards apply to your Revolut.Me username, and your use of Revolut.Me.

# 17. What exchange rate do you use?

You can find more details of our fee on our Fees page. You can always see our live exchange rate in the Revolut app.

All Standard and Plus users can make a set amount of exchanges at this rate every month. The set amount depends on what your base currency is and is set out on our <u>Fees Page</u>. Standard and Plus users who exchange more than this amount start paying a fair usage fee (but Premium, Metal and Ultra customers do not).

Once we've converted a currency, your transaction history in the Revolut app will show the exchange rate we used too.

The exchange rate may change between the time you told us you wanted to exchange currency and the time we actually carry out the conversion. This means that if you ask us to exchange currency, you may receive a little more or less back than what you had expected.

We're not responsible if:

- you lose any money as a result of converting currency; or
- 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 Spanish customer travelling in Japan. When you pay your bill at a restaurant you agree to pay in Euro 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).

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

You can cancel a payment (including a recurring payment 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 bank transfer.

You can cancel a bank transfer through the Revolut app.

# 19. 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.

#### 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 (or 2pm Spanish time) on a business day, we'll receive it immediately.

- If you provide your payment instruction after 1pm (or 2pm Spanish time) 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).

## Payment using a card transfer:

 You can provide your payment instruction at any time, and we will receive your payment instruction immediately.

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 the same 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.

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

# 20. When we will refuse or delay a payment

We must refuse to make a payment (including inbound and outbound payments), 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 your payment;
- if 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 <a href="here">here</a>;
- if there is not enough money available in your account to make the payment and cover any charge;
- if a bankruptcy order is made against you or you've entered into an individual voluntary arrangement with your creditors;
- 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 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.

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.

We may delay a payment (including inbound and outbound payments), if legal or regulatory requirements prevent us from making the payment or mean that we need to carry out further checks.

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 app 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 contact us through the app.

We won't be responsible for any losses you suffer as a result of us refusing or delaying a payment.

# 21. Third-party fees for making or receiving payments

We try to keep our payments free. However, sometimes we have to charge a fee to be able to provide a service. Where we do, we aim to keep our fees low. We'll always show you any fee that applies to a payment in the app before you make the payment, and you can also see our current fees on our <u>Fees Page</u>.

We don't charge any fees for receiving payments. We don't charge any fees for sending local payments in your base currency either.

If you make a payment in another currency or to another country, we may charge a cross- border or SWIFT payment fee. These fees are set out in our Fees Page. We will always tell you about them, and tell you how much they cost, in the Revolut app before you make a payment. Other banks involved, such as the bank of the person you are paying or certain correspondent or intermediary banks (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.

This might happen if:

 the bank of the person you are sending a payment to or receiving a payment from is within the EEA, and the payment is in a currency that is not the currency of an EEA member state; or

 you make a payment to or receive a payment from someone whose bank is outside the EEA.

To be clear, we won't charge you any fees ourselves for receiving payments. We will always give you the full amount we receive from another bank. Likewise, we will always send the full amount that you ask us to send, but we can't guarantee that the full amount will be paid into the other person's account without a fee being taken by another bank. If you make a card transfer, you will also be charged a fee. This fee will depend on the amount you are sending and where you are sending it to. This fee will be calculated in real time and shown to you in the app before you make the payment.

# What happens if something goes wrong

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

Let us know as soon as possible through the Revolut app (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 any 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;
- the law required us to make you follow certain prompts when you instructed us to make the payment and we didn't do this; or
- you made a payment to pay for certain goods or services you bought online or through some other method that is not face-to-face (there are some types of contracts this might not apply to, such as contracts for rental accommodation, but we can give you more information about this when you let us know about the problem).

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.

# 23. When we might block your account or Revolut Card

The safety of your money is important to us. We might prevent you from making payments from your account or with 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 Revolut Card to meet our legal obligations arising from the laws of the Kingdom of Spain.

We'll tell you through the Revolut app before, or as soon as possible after, we block your Revolut app or 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.

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

We may close or suspend your account immediately (including the access to the services provided by the other Revolut group entities), and end your access to our website, in exceptional circumstances. Exceptional circumstances include 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 and you haven't put the matter right within a reasonable time of us asking you to;
- if we have information that your use of the Revolut app is harmful to us or our software, systems or hardware;
- if we have good reason to believe that you continuing to use your account could damage our reputation or goodwill;
- if we have asked you to repay money you owe us and you have not done so within a reasonable period of time;
- if you've been declared bankrupt; or
- if we have to do so under any law, regulation, court order or ombudsman's instructions.

We may also decide to close or suspend your account for other reasons. We would contact you through the Revolut app at least two months before we do this.

Closing your account and ending the agreement may also end any other agreements you have with us or through us. You can get more information through the Revolut app or by contacting us.

# 25. We can change these terms

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 it. Otherwise, we'll give you at least two months' notice through the Revolut app and/or 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 comes into effect.

We will not give you prior notice for changes in exchange rates and will implement them immediately if they are based on the agreed reference exchange rates. Anyhow we will inform you about those changes as soon as possible.

However, any change favourable to you will be implemented without prior notice.

# 26. Your refund rights for Revolut Card payments and SEPA direct debits

### **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 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, the circumstances shown above do not need to apply. 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.

# 27. Are you responsible if something goes wrong with my account, my Revolut Card or the Revolut app?

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 promise that this will always be the case or that the services will be free from faults. We also rely on some third parties to provide services to you, which can sometimes disrupt our services. We'll always do our best to solve any problems with our services, no matter what the cause.

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.

We will not be responsible for losses resulting from us failing to meet our obligations for payments into and out of your account because:

- of a legal or regulatory requirement;
- unforeseeable events outside our control, which were unavoidable at the time;
- of criminal or any other illegal actions of third parties resulting in damage to you or any other person (unless specified in these terms and conditions directly); or
- of the blocking of your account when implementing legal requirements, including those in relation to anti-money laundering and counter-terrorist financing.

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

#### We will only be responsible for foreseeable losses.

If we break the agreement, we will be responsible for any loss that we could have foreseen at the time we entered into the agreement, or for the loss that results from our fraud or gross negligence.

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.

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 and statements.

## 28. How you might owe us money

You cannot borrow money on your account unless you benefit from one of our credit products. If your balance becomes negative (for example, because you do not have enough money to cover your plan fees, payments you make, or fees you owe us), you must top up your account immediately.

If you fail to top up and bring your balance back to zero, or you owe us fees (other than third-party fees for making or receiving a payment) or any other amount, we may, at any time, without notice or demand take the amount you owe us from any amount we are due to pay to you including any other account you hold with us either solely or jointly. We call this our right of set-off.

We can also take the money from your account, in the currency of the country you live in (your base currency) or the equivalent value from your account in another currency, until your negative balance has been fully repaid.

If you don't have enough money in your account to pay the fees or other amounts you owe us, we also might recover the amount in another way, as explained below., and will inform you before doing so:

- 1. taking the amount you owe us from your stored card;
- 2. taking other steps to recover the money you owe us, such as:
- instructing a debt collection agency to contact you;
- issuing legal proceedings for enforcement purposes;
- informing fraud prevention agencies where permitted;
- sell, transfer or assign the amount you owe us to a third party.

If we take any (or all) of these steps, we might charge you our reasonable costs for doing so. You may also be subject to additional fees such as top up surcharge costs, increased foreign exchange markup at weekends, the costs for appointing a debt collection agency or our legal costs incurred.

If you are experiencing financial difficulties please reach out to us via in-app chat for support.

You may be responsible for paying taxes or costs that apply to payments you make or receive through your account and that we are not responsible for collecting from you.

## 29. 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 this has caused us to suffer a loss, the following will apply:

- you will be responsible for any foreseeable losses we suffer as a result of your action (we will try to keep the losses to a minimum); and
- you will also be responsible for any reasonable legal costs that arise as a result of our losses.

## 30. 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 provided to you within 15 business days after your complaint has been made, and in exceptional circumstances, within one month (and we will let you know if this is the case within 15 business days after your complaint was made).

#### 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 chat available on the Revolut app. The in-app chat is our customer support tool, and our answers to the queries made by you through the in-app chat are not subject to the complaint handling time frames indicated above. We can usually settle matters quickly through the app. You'll probably need to give us the information below.

If you wish to make a formal complaint, you can do that using this <u>form</u>. You can also email us at reclamaciones@revolut.com or write to us at c/ Serrano 20, 28001 Madrid, Spain. If you express your wish to complain when communicating with us, we will provide you with a complaint <u>form</u>, or may submit the formal complaint <u>form</u> for you and have our agents analyse your case as a formal complaint.

You'll need to tell us among others:

- your name and surname;
- 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 Spanish, unless we agree otherwise. Please, consult our Complaints Procedure for Revolut Bank UAB branch in Spain on the Revolut website where you can find full details on our complaints handling procedure.

Irrespective of the above, you always have the right to approach the out of court dispute resolution authorities mentioned below in relation to any complaint about our service. You also have the right to apply to any competent court if you think we have breached the law.

# Out of court dispute resolution authority for complaints related to financial services

If you are unhappy with how we have dealt with your complaint or you have not received a response, you can refer it to any of the claims services or equivalent administrative units located at the headquarters of the Bank of Spain, domiciled in Madrid, calle Alcalá 48. The Bank of Spain website is here.

Please note that should you wish to have a possibility to apply to the Bank of Spain as to the out of court dispute resolution authority, then you shall make your complaint to us within five years from the day that you found out or should have found out about the alleged violation of your rights or legitimate interests arising from the agreement with us.

Examination of the complaint at the Bank of Spain is free of charge.

# Out of court dispute resolution authority for complaints related to the processing of personal data

You have the right to make a complaint to the Agencia Española de Protección de Datos (AEPD), the Spanish supervisory authority for data protection issues.

Their address is: c/ Jorge Juan 6, 28001 Madrid (Spain) telephone number 900 293 183 You can find more information on their website.

#### More information

In order to obtain more information about our complaints handling procedure click <u>here</u> to access our SAC Rules and <u>here</u> to access our Claims Policy.

# Legal bits and pieces

# 31. Permission for us to process your personal information

General conditions on Data Protection treatment	
Data Controller	Revolut Bank AUB, Sucursal en España

We use your personal data for various purposes, including:
<ul> <li>Providing our services</li> <li>Protecting against fraud</li> <li>Marketing and providing products and services that interest you</li> <li>To keep our services up and running</li> <li>Helping with social interactions</li> <li>Providing location-based services</li> <li>Preparing anonymous statistical datasets</li> <li>Improving our products and services</li> <li>Meeting our legal obligations, enforcing our rights and other legal uses</li> </ul>
See section 5 of our Customer Privacy Notice for more information
The lawful bases we rely on to process your personal data include:
<ul> <li>Consent</li> <li>Performance of a contract</li> <li>Compliance with law</li> <li>Legitimate interests (for example, to send commercial communications about own products/similar to those contracted).</li> </ul>
We may share your personal data with various third parties, including:  • Revolut group companies • Other Revolut customers

General conditions on Data Protection treatment	
	<ul> <li>Individuals you transfer money to</li> <li>Individuals who send you money</li> <li>Suppliers</li> <li>Partners who help us provide our services</li> <li>Credit reference agencies</li> <li>Other financial institutions</li> <li>Other third parties where necessary for legal reasons</li> <li>Social media and advertising companies</li> </ul>
	See section 11 of our Customer Privacy Notice for more information.
Rights	You have the right to access, rectify, delete your data, request data portability and oppose or limit the processing by sending an email to dpo@revolut.com.  Note that not all of these rights are absolute and exceptions may apply under applicable law.
Additional Information	You can access and consult more detailed information about Data Protection in our Privacy Notice (which you acknowledged when you created your Revolut Account and can access at any time through the Revolut App or Revolut's website).

## 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; the 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.

The above information may be disclosed to other Revolut Group members where

- it is necessary for the performance of financial accounting, audit, or risk assessment, or
- we use common information systems or technical equipment (servers), or
- it is necessary for the provision of services you have requested; or
- it is necessary to develop or improve the services we provide across the Revolut group.

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

Some of the features we make available in the Revolut app are social in nature. By entering into the agreement you understand and confirm that in case you haven't changed your privacy preferences in the Revolut app, other Revolut users may be able to see limited information about you (such as your name, profile picture and the Revolut plan you are on). For example, if a customer searches for your username in the app, they will see your full name and profile picture. You can change your privacy settings in the Revolut app at any time.

## 32. Our intellectual property

All the intellectual property in our products (for example, the content in our app and on our website, 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, Canary Wharf, London, E14 4HD, United Kingdom) and being used by us and other Revolut Group companies. You must not use this 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).

# 33. Some legal bits and pieces

#### Our contract with you

Only you and we have any rights under the agreement.

The agreement is personal to you and you cannot transfer any rights or obligations under it to anyone else.

#### 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 it 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.

#### Spanish law applies

The laws of the Kingdom of Spain apply to these terms and conditions and the agreement.

#### The Spanish version of the agreement applies

If these terms and conditions are translated into another language, the translation is for reference only and the Spanish version will apply. By entering into this agreement and accepting Revolut services, you confirm that you understand Spanish language and agree to communicate with Revolut in Spanish 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

Legal action under these terms and conditions can only be brought in the courts of the Kingdom of Spain.

# Part II

# **Revolut Bank UAB Personal Terms**

This version of our terms will apply from 22 September 2023. If you would like to see the previous version of these terms, please click here.

# My Revolut account

# 1. Why this information is important

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

These terms and conditions, along with the <u>Fees page</u>, <u>Privacy Policy</u> 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 (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).

This agreement is indefinite. It means that it is valid until you or we end it.

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. The Bank of Lithuania is the central bank and the financial supervisory authority of the Republic of Lithuania whose address is Gedimino ave. 6, 01103 Vilnius, the Republic of Lithuania, registry number 188607684 (further information on the Bank of Lithuania can be

obtained on its website at www.lb.lt, the Bank of Lithuania can be contacted at on telephone number +370 800 50 500).

We are also subject to the Law on Payments of the Republic of Lithuania which regulates our activities and liability, provision of payment services, rights and obligations of our customers and applicable fees.

We note that we operate and provide services on business days of the Republic of Lithuania and only when such business days in the Republic of Lithuania coincide with business days of the United Kingdom (UK).

It's important for you to understand how your account works. You can ask for a copy of these terms and conditions through the Revolut app at any time.

If you'd like more information you might find it helpful to read our <u>FAQs</u>. (but these FAQs don't form part of our agreement with you).

# 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".

You must not use it for business purposes. If you want to use your Revolut account for business purposes, you will need to either apply for a Revolut Pro account or a Revolut Business 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 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;
   and
- view information about and manage your account.

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

The main way we provide our services is through the Revolut mobile app. However, we provide our services in other ways too, like through web pages, other apps, APIs and other means. These terms apply whenever and however you access our services. This means they apply to all the ways you can access a particular service, even if we refer to the service being accessed through a specific means in these terms. For example, when we talk about Revolut Card payments, we mean payments using a physical card, but also a virtual card or a card added to Apple Pay or Google Pay.

# 4. Can I open a Revolut 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 <u>Privacy Policy</u>;
   and
- you have provided correct and accurate contact information (including an email address that you check regularly) during the onboarding process.

Normally you must be 18 or over to open a Revolut account. If you are under 18 and we let you have a Revolut account or any other service, we'll let you know any special terms and conditions that apply.

When you ask us to open an account, we or someone acting for us will ask for information about you and where the money you will put in your account comes from. We do this for a number of reasons, including to check your credit score and identity, and to meet our legal and regulatory requirements. Our <a href="Privacy Policy">Privacy Policy</a> explains more about how we use your information for these and other purposes. When we have the information we need, we will open your account.

#### You can't:

- open more than one Revolut personal account for your own individual use: or
- use a Revolut personal account for business purposes.

If you want to use a Revolut account for business purposes, you will need to apply for a Revolut Pro account under the Revolut Pro account terms, or you will need to open a separate business account under our Business Terms.

# 5. 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 app in your transaction history and in your account information, which includes monthly statements and your annual statement of fees. We will not make any changes to your account information and it will be available to you through the Revolut app while you are a customer. If you need to keep a copy of your account information after your account is closed, you can download it while your account is still active. If you close your account and want to get your account information you can email us at support@revolut.com. You can also download information from the app at any time.

We will send a notification to your mobile device each time a payment goes into or out of your account. You can turn off these notifications, through the Revolut app but if you do, you should regularly check your payments on the

Revolut app. It's important that you know what payments go 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 app and it's free of charge. Other Revolut group entities may also communicate with you via the Revolut app if this is agreed with you and that entity.

This is how we will provide account information (including monthly statements and your annual statement of fees) 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 app for this information.

To help keep your account safe, download the latest software for your mobile device and the latest version of the Revolut app as soon as they are 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.

Your consents, approvals, acceptances and other statements given using the Revolut app shall have the same legal validity as your signature on a written document. Your agreements concluded with us via the Revolut app shall be deemed to be written agreements concluded between you and us. Any instructions to Revolut for conducting operations and other actions submitted/executed from you through the Revolut app will be treated as submitted/executed by you and valid as actions performed by you.

We will usually 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 your contact details change, please update them in the app or let Support know they have changed as soon as possible.

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 might sometimes need to ask for more information about you (for example, if your spending increases). Please provide this information quickly so that there is no disruption to your account or our services.

# 6. How do I close my account?

You can close your account, and so end the agreement, at any time by letting us know. You can do this through the Revolut app, by writing to us at our head office or by emailing us at support@revolut.com. There is no charge or fee to close your account.

You will still have to pay any charges you've run up (for example, if you've asked for an extra Revolut Card). We may also charge you any cancellation fees that apply to other agreements you've entered into with us (for example, if you cancel your Metal or Ultra subscription).

If you, or we, close your account, we will give you at least 60 days to withdraw the money we hold for you (unless there are any legal reasons preventing the transfer). This means, any ordinary payment limits, and fees, will also still apply during this period. For example, any limits on the minimum value of payments that apply while your account is open will also apply when your account is closed.

After these 60 days, you will no longer be entitled to any free payments that your plan entitled you to while your account was open. For any transfer you request, we charge our standard fee, subject to a minimum of €2 (or equivalent in the currency of your Revolut account). For example, if you request an international payment which you would have paid €5 (or equivalent in the currency of your Revolut account) for while your account was open, then you will be charged €5 (or equivalent in the currency of your Revolut account), but if you request a local payment which would have

been free while your account was open then you will pay €2 (or equivalent in the currency of your Revolut account). If your remaining balance is less than or equal to €2 (or equivalent in the currency of your Revolut account) at the beginning of the 60 day period, or drops below it at any time during that period, the fee will be charged automatically and your account will be permanently closed after the period ends.

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.

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

#### **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.

#### How can I withdraw from the agreement?

You can withdraw from this agreement and so end it within the first 14 days of opening a Revolut account by letting us know through the Revolut app or by emailing us at support@revolut.com. You have a right to withdraw without paying any penalties and without having to indicate any reason. In case of withdrawal from the agreement we will return any remaining balance to you.

# 7. 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 support@revolut.com) and ask them to send you the money we still hold for you.

Once your account is closed you can withdraw your money in the currency you hold in the account at the time by transferring it to another bank account. If you need to carry out a currency exchange prior to withdrawing, you will only be able to convert the money into your base currency (the currency of the country you live in).

# Keeping my account safe

# 8. 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 <a href="here">here</a>. There are no additional mechanisms (we call them "guarantee funds") under these terms and conditions that protect your money in your Revolut Account.

# 9. Keeping your security details and Revolut Card safe

We do everything we can to keep your money safe. We ask you to do the same by keeping your security details and Revolut Card safe. This means 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 provider or third-party provider who is acting in line with regulatory requirements. We've explained more about open-banking providers and third-party providers in section 10 of these terms and conditions.

Sometimes it's easy to forget to take the steps you must take to keep your money safe. Here are a couple of tips:

- make sure you close down the Revolut app when you're not using it; and
- keep your mobile phone and your email account secure and don't let other people use them.

Contact us through the Revolut app, as soon as possible, if your Revolut Card is lost or stolen, or if your Revolut Card or security details could be used without your permission.

If you can, you should, without undue delay, also freeze your Revolut Card using the Revolut app or by calling the automated number below. If you later realise there's not a risk to your Revolut Card's security, you can unfreeze it.

#### How you can contact us

#### Write to us:

• Konstitucijos ave. 21B, 08130 Vilnius, the Republic of Lithuania.

#### **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 support@revolut.com.

#### Call us:

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

# 10. Making payments and accessing accounts using 'open banking'

You can use 'open banking' to access the accounts you have with other providers via the Revolut app and to allow other providers to have access to your Revolut account.

#### Allowing other providers to have access to your Revolut account

You can allow other providers to have access to your account information or make payments on your behalf. These providers are often referred to as "open banking providers" or "third-party providers".

These providers will often need to be authorised by a regulator such as the Bank of Lithuania or by the regulator of any other relevant country. 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 Bank of Lithuania's online register of authorised companies).

When you access your Revolut account via an open banking provider or third-party provider, our terms and conditions still apply to your use of your Revolut account.

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, or if there are legal or regulatory reasons for doing so). 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 app or by email, unless it would be unlawful to do so or there are valid security reasons why we can't. We'll also unblock the third-party provider's access as soon as the reasons for denying them access no longer exist.

You also have the right to block an open banking provider's or third-party provider's access to your Revolut account. You should contact us if you think a third-party provider is acting without your consent.

When you use an open banking provider or a third-party provider, you authorise them and give consent to them to have access to your Revolut account information or make payments from your Revolut account on your behalf. How we share your information for these and other purposes is set out in our <a href="Privacy Policy">Privacy Policy</a>.

#### Using the Revolut app to access accounts with other providers

You can also access your accounts with other providers, and initiate payments from those accounts, via the Revolut app. We call these our "Open Banking Services". Revolut is authorised to provide these services.

When you use our Open Banking Services to view information about an account you hold with another provider, you must authorise us to access that account. We won't store any of the sensitive payment data you provide to give that authorisation.

Once you've authorised us to access the account for the account information purposes:

- We will access your account information on your behalf (meaning information like your account details, transaction history and the features of your account).
- We will analyse this information to provide spending insights to you (like suggesting how you might be able to save money).
- You can revoke your consent at any time via the Revolut app.

How we use your information for these and other purposes is set out in our <u>Privacy Policy</u>.

When you use our Open Banking Services to initiate a payment from an account you hold with another provider, you must authorise us to make that payment as well. We won't store any of the sensitive payment data you

provide to give that authorisation. We will consider that you gave us consent and authorised us to initiate payments from those accounts when you choose in Revolut app to use a certain payment service and after you fill in all necessary and requested information you submit it on Revolut app.

# 11. Are there any restrictions on using the Revolut app or Revolut Card?

Please act reasonably and responsibly when using the Revolut app or Revolut Card.

The Revolut app or Revolut Card must not be used (directly or indirectly) as follows:

- for illegal purposes (for example, committing fraud);
- in a way that might harm our ability to provide our services;
- only to send money to and receive money from a credit card account;
- for any transactions to receive cash other than making a withdrawal from an ATM (cash machine);
- to control or use a Revolut account that's not yours;
- to give Revolut Card to any other person;
- to allow anyone else to have access to or use your account or the Revolut app;
- 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; or
- 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.

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

# Moving money in and out

# 12. Adding money to my 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 account details stated in the Revolut app. Make sure you follow the prompts from the app 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 to your account in euro (€), you must use the 'Euro account' details stated in the Revolut app.

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.

We will consider that you gave us consent and authorized us to execute the transaction once you submit your payment order on the Revolut app.

There is more information on adding money to your account in our FAQs.

#### Holding money in your account

Once you have added money to your account, you can transfer it between the various types of sub accounts we offer. For example, you can transfer your money between currencies, or hold it in a Personal Pocket. These are all sub accounts of your account. All the rules that apply to your main account also apply to your sub accounts - for example, they can be accessed by debt collecting agencies.

In certain circumstances we may have to close your sub-account. If we do, we will inform you in advance and you will be able to transfer or exchange any funds you hold in the sub account before it is closed. You authorise us to convert any remaining funds to your base currency and close your sub-account.

Never worry about the balance of your Revolut account getting too low

We know that it's important to be able to make payments from your account whenever you want. You can authorise us to add a specific amount of money to your account from your stored card whenever the value of money in your account drops below a certain amount. We call this an auto-add. You can cancel an auto-add at any time through the Revolut app or by contacting your card provider.

#### **Payment limits**

Due to the anti-money laundering and counter-terrorist financing requirements or the limits applied by third parties, we might limit how much you can receive into 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. These limits can change from time to time. Information about these limits is set out here.

#### Keep your currency consistent

It's important that any payment to your account is made in the currency of your account. Otherwise, the payment will be converted to the currency of your account. This means that your account might be credited with more or less than you expected. We won't be responsible for any losses if this happens.

# 13. Transferring money between Revolut accounts

You can send money to, and receive money from, other Revolut accounts. We call these sorts of payments Instant Transfers. All Instant Transfers are received immediately.

You can make an Instant Transfer to another Revolut user's account by choosing them from the contacts list in the Revolut app, by using their username, or by using any other method we provide to identify them, and following the prompts.

#### **Revolut Messenger**

You can also use this thread in the transfer section of the Revolut app to chat with your contacts. We call this function "Revolut Messenger". Revolut Messenger is intended to make your use of Revolut more social by allowing you to communicate with other Revolut users about your activity on the Revolut app.

In order to use Revolut Messenger:

- you and the user you want to chat with must both have been using a version of the Revolut app, and signed up to Revolut in a country that supports Revolut Messenger; and
- either you must have successfully made a payment to the user in the past; or
- you both must have each other saved in the contacts of your mobile device and have those contacts synced with the Revolut app; or
- you both must have been added to a group feature where Revolut Messenger is supported (such as our split bill feature).

If you don't want to receive messages on Revolut Messenger from a user, you are able to block them. If you don't want to receive messages on Revolut Messenger at all, you can deactivate it completely. You can do both these things in the Revolut app.

To ensure any communication is kept private, Revolut Messenger is protected using end to end encryption. This means that Revolut cannot access messages in your Revolut Messenger in any circumstances. For example, if you contact our Support team in relation to something that has occurred on Revolut Messenger, we will not be able to see your thread. It also means we are unable to provide any information about messages in your Revolut Messenger even if you ask us for it.

Revolut Messenger does not provide any permanent storage or backup of the messages in your thread. If you delete and reinstall the Revolut app, or if you change the device you are using to access the Revolut app, your messages will be permanently lost.

The Instant Transfers shown in your Revolut Messenger thread are not messages, are not encrypted, and are permanently stored (in the same way as any other transaction data of yours). Rather, they are just reminders of the payments you have made to and from the person you are chatting with. They will still appear in your thread if you change devices or reinstall the app.

Our Community Standards apply whenever you use Revolut Messenger. If you breach those Community Standards, we may restrict or remove your access to Revolut Messenger, or close your Revolut account completely. If you think someone else is breaching those standards (for example, they are harassing you or impersonating someone), you can report them by contacting Support. However, remember that because your messages are encrypted, we cannot see them. This may mean you will need to provide screenshots to Support as evidence of any report you are making.

#### **Group Pockets**

If you are a member of a Group Pocket, you can send instant transfers to that as well.

A Group Pocket is an account set up and controlled by an individual Revolut user. All members of a Group Pocket can see their own transactions in the Group Pocket and can leave it at any time. Only the Revolut user who set up the Group Pocket (the owner) can automatically see all of the Group Pocket's transactions, close the Group Pocket, add or remove other members, and allow Group Pocket members to withdraw funds (or revoke their access). You should only join a Group Pocket, or send money to it, if you trust the owner as they own the funds - if the owner at any point stops being a Revolut account holder or their account is locked, then you will not be able to access the funds in the Group Pocket.

### Making purchases using Pay with Revolut

You can also make an Instant Transfer to a business which uses "Pay with Revolut" to receive payments. This can happen in the following two ways:

- You can instruct us to make an Instant Transfer for a set amount from your Revolut Account to a business (for example, instead of paying by card in a checkout). We call these payments "Customer Initiated Payments".
- You can consent to a business being able to collect Instant Transfers from your Revolut account in the future (for example, if you allow a business to collect payments from your account when you buy something or on a regular basis, like for a subscription ). We call these "Merchant Initiated Payments".

#### Customer Initiated Payments

Customer Initiated Payments are for a set amount and are a one-off. The business will only ever be paid the amount you confirm and the business cannot collect any other payments without your permission.

#### Merchant Initiated Payments

Merchant Initiated Payments are collected by the business based on your previous consent, and so can be for any amount or at any interval. If you want to stop a Merchant Initiated Payment, you should contact the business charging it to cancel the service. You can also contact us to withdraw your consent (via chat), and we will action your request by the end of the next business day.

We will notify you in the Revolut app whenever a Customer Initiated Payment or Merchant Initiated Payment is made from your Revolut account.

### Protection when using Pay With Revolut

Pay with Revolut is a service we offer businesses to allow you to pay them directly from your Revolut account, without any frustrating card details. However, we want Pay with Revolut to work for you as well as for

businesses. So we have created a Buyer Protection Policy which applies when you make an eligible purchase using Pay with Revolut.

#### Refunds for Merchant Initiated Payments

Merchant Initiated Payments are collected from your account based on a consent you have given in the past. We encourage businesses to tell you the amount of any Merchant Initiated Payment before they collect it. However, if you think a Merchant Initiated Payment has been taken from your account in error, you can ask us to refund it within 8 weeks of it being paid. To request a refund, contact us via chat, and we will let you know if your refund is successful within 10 business days.

# 14. 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 money to in the Revolut app and follow the prompts. We may need to ask for other information as well.

### **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.);
- 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; or
- providing your Revolut Card number and other details to a trade or service provider and authenticating this payment using a 3D Secure method. This is a step you will have to take when buying online using your Revolut Card if a trade or service provider has implemented this method. If they have, a window will pop up on the trade or service provider's website asking you to verify the payment and you will receive a push notification to your Revolut app. You will have to open your app and confirm the transaction to complete the payment.

When you use your Revolut Card to make a withdrawal from an ATM 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 the money has been stolen from your account; or
- you don't think we've carried out your instructions correctly.

We might charge you a fee for making withdrawals. You can read about these fees on our Fees page.

# 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 will return it in the converted currency or convert it back to the original currency. This means that the amount you receive back into your account might be less or more depending on the currency conversion rate at the time of return. We would not be responsible for any losses that this causes you.

# 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 it's sent to the wrong account.

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 the 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 in others.

If you contact our customer support team through the Revolut app we can give you information to help you try to recover the money, including details of the person who did receive the money (if we have those details).

The EEA is made up of all the countries in the European Union, plus Norway, Iceland and Liechtenstein. A 'business day' means a day that the banks are open in both the Republic of Lithuania and the UK.

#### **SEPA** direct debits

Depending on where you live, you may be able to pay direct debits, in euros, from your account to bank accounts held in the Single European Payments Area (which is all the countries in the EEA plus Switzerland, Monaco and San Marino). These payments 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 app.

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.

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

The Revolut 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 by us (Revolut Bank UAB). Some are provided by other companies within our group. Where this is the case, you must agree to separate terms and conditions with 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 <u>Cryptocurrency Terms and Conditions</u> 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.
- If you use precious metal services, these are provided by Revolut Ltd, and are governed by the <a href="Precious Metal Terms and Conditions">Precious Metal Terms and Conditions</a> with which you agreed to. We do not provide this service and you do not have rights against us under those Precious Metal Terms and Conditions.
- If you use trading services, these are provided by Revolut Securities Europe UAB, and are governed by the <u>Trading Terms and Conditions</u> with which you agreed to. We do not provide this service and you do not have rights against us under those Trading Terms and Conditions.
- If you use Stays services, these are provided by Revolut Ltd, and are governed by the <u>Stays Terms and Conditions</u> with which you agreed to. We do not provide this service and you do not have rights against us under those Stays Terms and Conditions.
- If you have a Savings Flexible Account, it is provided by Revolut Securities Europe UAB, and is governed by the Savings

<u>Flexible Account Terms and Conditions</u> with which you agreed to. We do not provide this service and you do not have rights against us under those <u>Savings Flexible Account Terms and Conditions</u>.

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.

Sometimes, we may set up a sub-account in your current account if needed for these services. For example, if you use trading services, you will see you have a sub-account which you must fund before you can use the trading services.

#### **Card transfers**

You can use Revolut to send money to a card. This means a payment that is sent via card schemes instead of traditional payment schemes. The recipient of the payment is identified by their card number instead of their bank account number.

Card transfers are sent instantly, and should arrive within 30 minutes. This means there is no opportunity to cancel this type of payment after it is sent, so please make sure that the details you enter are correct.

Remember that your card number is a valuable piece of information that can be used to commit fraud against you. The only thing you need to share from your card to make a card transfer is the card number; you do not need the expiry date and you certainly don't need the security code, so make sure you keep these pieces of information safe.

#### 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.

#### **Making Payments in Chinese Yuan**

If you have not engaged in any cryptocurrency related activity on any Revolut group entity, you can use Revolut to send payments in Chinese Yuan to anyone with an AliPay account. The maximum value of any one payment is CNY50,000.

We do not support payments in Yuan to other accounts right now, and you cannot hold balances in Yuan either.

There are restrictions as per Chinese regulations on the amount of funds and number of transfers an Alipay beneficiary can receive within a month / year based on the reason for transfer. If these limits are exceeded on the beneficiary side, the payment will be canceled.

Unfortunately, if you have engaged in any cryptocurrency related activity on any Revolut group entity, you cannot use Revolut to send payments in Chinese Yuan. This is due to restrictions put in place by the partners we use to offer this service. By cryptocurrency related activity, we mean you have either:

- held, bought or sold cryptocurrency directly on the Revolut App; or
- received or sent cryptocurrency proceeds from a cryptocurrency exchange into your Revolut crypto account.

In order make one of these payments, you will need to provide:

- the name and AliPay ID of the person you want to send the money to:
- the reason for the payment; and

any other information we may need to make your payment.

You also acknowledge that certain of your personal data will be transferred to AliPay's partner banks in China if you make a payment in Chinese Yuan. This is necessary in order to process the payment. See our Customer Privacy Notice (accessible <a href="here">here</a>) for more information on how we handle your personal data.

Alipay payments are completed in near real-time.

# 15. 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 app. 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 the 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.

### What to do if you think you have made a mistake?

You should always check that you have entered the correct details for the person you want to pay before you make a payment. It's always a good

idea to make a test payment of a small amount (say, €1) to make sure that you have the account details correct. You should always think about the following:

- Always 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.
- The contacts you see in the Revolut app are taken from the names and phone numbers you have saved to your own phone. These names and numbers are not verified by us or anyone else. This means that if you have saved the wrong number or wrong name to your phone, you will pay the wrong person and may lose your money.
- The usernames you see in the Revolut app can look similar to other usernames and are able to be changed by individual users. We take steps to remove any inappropriate usernames, but these usernames are not verified by us or anyone else. This means that if you are not sure that the person is who they say they are, you may pay the wrong person and may lose your money.

We are not responsible if we make a payment to the person you tell us to, even if you gave us the wrong account number, username or phone number by mistake. However, if you ask us to, we'll try to get your money back for you. We may also try to get you information about the beneficiary so that you can try to get it back yourself (if the law allows us to). While we will try to do these things, we don't guarantee that we will, and in some cases we won't be able to.

#### What we'll do if we, or someone else, has made a mistake?

On the other hand, if a payment is mistakenly paid into your Revolut account by another person, you will have to pay them back. If the person who mistakenly made the payment makes a legal claim to get it back themselves, we may need to share your information with them.

You agree that if we pre-fund a payment into your account when you initiate a top-up using our Open Banking Services as described in Section 10, and the payment fails to arrive, we can reverse the payment or put a hold on it.

Sometimes, if you withdraw money from your Savings Flexible Account, we may credit some or all of the funds to your current account before we actually receive the money back from the entity providing the Savings Flexible Account. We may do this so that you can access the money more quickly. If we don't ever receive the money back, we may reverse the credit. You authorise us to reverse the previously credited amount in case we don't actually receive the money back from the entity providing the Savings Flexible Account.

For these reasons, you should always check your account regularly to make sure everything is correct.

# 16. Send and receive money using a payment link

You can easily send money to a friend who doesn't have a Revolut account by setting up a 'payment link' in the Revolut app. A payment link allows you to agree to pay a certain amount without entering the account or card details the payment will be made to. Instead, you choose the amount, share the link, and the recipient enters their account details ir card number themselves.

You can also create a payment link to receive payments and send that link to your friend.

Once you've sent the link to your friend, they will need to complete the payment link by entering the relevant details.

- If you are sending money using a payment link, your friend will need to enter their bank account details or card number into the link. The payment will then be made to their bank account or card, as if you had entered those details into the app yourself. Sometimes, because of the size or nature of the payment, your friend will be asked to join Revolut in order to complete the transaction. Once they have, the payment will be made to their Revolut account.
- If you are receiving money using a payment link, your friend will need to enter their debit or credit card details, or details of a card added to Apple Pay or Google Pay, into the link. The payment will then be made from their card. We may put limits on the amount you can request using a payment link, which we will show you in the app.

Sometimes we may have to ask your friend to open a Revolut account before they can receive a payment for other reasons too. If they don't, we won't be able to make the payment to them or from them.

All payment links have a time limit. After this, the link will expire, and your friend will not be able to make or receive your payment. We'll tell you what this time limit is in the app when you create the link.

Remember, when you create a payment link to send money, you are agreeing to make a payment without entering the account or card details yourself. The payment will be made to whatever details are entered into the link. Make sure you are careful where you share a link, and who you share it with. For example, if you share a "send money" link on your friend's social media profile, someone else could click on the link and claim the money themselves. If you're worried about a payment link you have created, you can cancel it (before it is completed) through the transaction history in the app.

#### Revolut.Me

You may be able to send or receive payments from others using Revolut.Me links. By sharing your Revolut.Me link or QR code, you can receive Revolut.Me payments from anyone, anywhere, who has a valid means of payment. Anyone who has your Revolut.Me details will be able to make a Revolut.Me payment to you. They will need to add a description and fill in the amount they want to pay you. If they don't complete this process, you will not be paid.

Unlike payment links, Revolut.Me links are a static URL which can be used to receive payments on an ongoing basis. We may put limits on the amount you can request using the Revolut.Me link, which we will show you in the app.

The first time you use Revolut.Me, we will generate a Revolut.Me username for you. This will appear as part of your QR code or on your Revolut.Me link. You can find the QR code and your Revolut.Me link in the Revolut app.

We may allow you to change your Revolut.Me username if you don't like it.

Our Community Standards apply to your Revolut.Me username, and your use of Revolut.Me.

#### 17. What exchange rate do you use?

You can find more details of our fee on our <u>Fees page</u>. You can always see our live exchange rate in the Revolut app.

All Standard and Plus users can make a set amount of exchanges at this rate every month. The set amount depends on what your base currency is and is set out on our Fees Page. Standard and Plus users who exchange more than this amount start paying a fair usage fee (but Premium, Metal and Ultra customers do not).

Once we've converted a currency, your transaction history in the Revolut app will show the exchange rate we used too.

The exchange rate may change between the time you told us you wanted to exchange currency and the time we actually carry out the conversion. This means that if you ask us to exchange currency, you may receive a little more or less back than what you had expected.

We're not responsible if:

- you lose any money as a result of converting currency; or
- 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 Lithuanian customer travelling in Japan. When you pay your bill at a restaurant you agree to pay in Euro 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).

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

You can cancel a payment (including a recurring payment 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 bank transfer.

You can cancel a bank transfer through the Revolut app.

#### 19. 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.

#### 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 (or 3pm Vilnius time) on a business day**, we'll receive it **immediately**.
- If you provide your payment instruction after 1pm (or 3pm Vilnius time) 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).

#### Payment using a card transfer:

 You can provide your payment instruction at any time, and we will receive your payment instruction immediately.

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 **the same 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.

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

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

We must refuse to make a payment, a payment (including inbound and outbound payments), 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 your payment;
- if 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 <a href="here">here</a>;
- if there is not enough money available in your account to make the payment and cover any charge;
- if a bankruptcy order is made against you or you've entered into an individual voluntary arrangement with your creditors;
- 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 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.

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.

We may delay a payment (including inbound and outbound payments), if legal or regulatory requirements prevent us from making the payment or mean that we need to carry out further checks.

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 app 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 contact us through the app.

We won't be responsible for any losses you suffer as a result of us refusing or delaying a payment.

# 21. Third-party fees for making or receiving payments

We try to keep our payments free. However, sometimes we have to charge a fee to be able to provide a service. Where we do, we aim to keep our fees low. We'll always show you any fee that applies to a payment in the app before you make the payment, and you can also see our current fees on our Fees Page.

We don't charge any fees for receiving payments. We don't charge any fees for sending local payments in your base currency either.

If you make a payment in another currency or to another country, we may charge a cross-border or SWIFT payment fee. These fees are set out in our Fees Page. We will always tell you about them, and tell you how much they cost, in the Revolut app before you make a payment.

Other banks involved, such as the bank of the person you are paying or certain correspondent or intermediary banks (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.

#### This might happen if:

• the bank of the person you are sending a payment to or receiving a payment from is within the EEA, and the payment is in a currency that is not the currency of an EEA member state; or

• you make a payment to or receive a payment from someone whose bank is outside the EEA.

To be clear, we won't charge you any fees ourselves for receiving payments. We will always give you the full amount we receive from another bank. Likewise, we will always send the full amount that you ask us to send, but we can't guarantee that the full amount will be paid into the other person's account without a fee being taken by another bank. If you make a card transfer, you will also be charged a fee. This fee will depend on the amount you are sending and where you are sending it to. This fee will be calculated in real time and shown to you in the app before you make the payment.

# What happens if something goes wrong

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

Let us know as soon as possible through the Revolut app (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 any 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;
- the law required us to make you follow certain prompts when you instructed us to make the payment and we didn't do this; or
- you made a payment to pay for certain goods or services you bought online or through some other method that is not face-to-face (there are some types of contracts this might not apply to, such as contracts for rental accommodation, but we can give you more information about this when you let us know about the problem).

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.

## 23. When we might block your account or Revolut Card

The safety of your money is important to us. We might prevent you from making payments from your account or with 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 Revolut Card to meet our legal obligations arising from the laws of the Republic of Lithuania.

We'll tell you through the Revolut app before, or as soon as possible after, we block your Revolut app or 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.

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

We may close or suspend your account immediately (including the access to the services provided by the other Revolut group entities), and end your access to our website, in exceptional circumstances. Exceptional circumstances include 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 and you haven't put the matter right within a reasonable time of us asking you to;
- if we have information that your use of the Revolut app is harmful to us or our software, systems or hardware;
- if we have good reason to believe that you continuing to use your account could damage our reputation or goodwill;
- if we have asked you to repay money you owe us and you have not done so within a reasonable period of time;
- if you've been declared bankrupt; or
- if we have to do so under any law, regulation, court order or ombudsman's instructions.

We may also decide to close or suspend your account for other reasons. We would contact you through the Revolut app at least sixty (60) days before we do this.

Closing your account and ending the agreement may also end any other agreements you have with us or through us. You can get more information through the Revolut app or by contacting us.

#### 25. We can change these terms

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 it.

Otherwise, we'll give you at least 60 (sixty) days' notice through the Revolut app and/or 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 comes into effect.

# 26. Your refund rights for Revolut Card payments and SEPA direct debits

#### **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 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, the circumstances shown above do not need to apply. 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.

# 27. Are you responsible if something goes wrong with my account, my Revolut Card or the Revolut app?

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 promise that this will always be the case or that the services will be free from faults. We also rely on some third parties to provide services to you, which can sometimes disrupt our services. We'll always do our best to solve any problems with our services, no matter what the cause.

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.

We will not be responsible for losses resulting from us failing to meet our obligations for payments into and out of your account because:

- of a legal or regulatory requirement;
- unforeseeable events outside our control, which were unavoidable at the time;
- of criminal or any other illegal actions of third parties resulting in damage to you or any other person (unless specified in these terms and conditions directly); or
- of the blocking of your account when implementing legal requirements, including those in relation to anti-money laundering and counter-terrorist financing.

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

#### We will only be responsible for foreseeable losses.

If we break the agreement, we will be responsible for any loss that we could have foreseen at the time we entered into the agreement, or for the loss that results from our fraud or gross negligence.

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.

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 and statements.

#### 28. How you might owe us money

You cannot borrow money on your account, unless you benefit from one of our credit products.

If your balance becomes negative (for example, because you do not have enough money to cover your plan fees, payments you make, or fees you owe us), you must top up your account with the required amount immediately.

If you fail to top up and bring your balance back to zero, or you owe us fees (other than third-party fees for making or receiving a payment) or any other amount, we may, at any time, without notice or demand take the amount you owe us from any amount we are due to pay to you including any other account you hold with us either solely or jointly. We call this our right of set off. We can also take the money from your account in the currency of the country you live in (your base currency) or the equivalent value from your account in another currency, until your negative balance has been fully repaid.

If you don't have enough money in your account to pay the fees or other amounts you owe us, we also might recover the amount in another way, as explained below, and will inform you before doing so:

- 1. taking the amount you owe us from your stored card;
- 2. taking other steps to recover the money you owe us, such as:
- instructing a debt collection agency to contact you;
- issuing legal proceedings for enforcement purposes;
- informing fraud prevention agencies where permitted;
- sell, transfer or assign the amount you owe us to a third party.

If we take any (or all) of these steps, we might charge you our reasonable costs for doing so. You may also be subject to additional fees such as top up surcharge costs, increased foreign exchange markup at weekends, the costs for appointing a debt collection agency or our legal costs incurred.

If you are experiencing financial difficulties please reach out to us via in-app chat for support.

You may be responsible for paying taxes or costs that apply to payments you make or receive through your account and that we are not responsible for collecting from you. For example if you're a legal resident of the Republic of Ireland and you withdraw money through an ATM in the Republic of Ireland, we may collect the appropriate amount of stamp duty up to the legal maximum as required by the Irish Revenue Commissioners. In doing so, we may put your balance may become negative (if necessary). So please make sure you check for yourself!

#### 29. 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 this has caused us to suffer a loss, the following will apply:

- you will be responsible for any foreseeable losses we suffer as a result of your action (we will try to keep the losses to a minimum);
   and
- you will also be responsible for any reasonable legal costs that arise as a result of our losses.

#### 30. 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 provided to you within 15 business days after your complaint has been made, and in exceptional circumstances, within 35 business days (and we will let you know if this is the case).

#### 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 chat available on the Revolut app. The in-app chat is our customer support tool, and our answers to the queries made by you through the in-app chat are not subject to the complaint handling time frames indicated above. We can usually settle matters quickly through the app. You'll probably need to give us the information below.

If you wish to make a formal complaint, you can do that using this <u>form</u>. You can also email us at formalcomplaints@revolut.com. If you express your wish to complain when communicating with us, we will provide you with a complaint <u>form</u>, or may submit the formal complaint <u>form</u> for you and have our agents analyse your case as a formal complaint.

#### You'll need to tell us:

- vour name and surname;
- 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 or Lithuanian, unless we tell you otherwise.

Irrespective of the above, you always have the right to approach the out of court dispute resolution authorities mentioned above in relation to any complaint about our service. You also have the right to apply to any competent court if you think we have breached the law.

### Out of court dispute resolution authority for complaints related to financial services

If you are unhappy with how we have dealt with your complaint, you can refer it to the Bank of Lithuania within 1 (one) year of the date you sent us your complaint. In this case the Bank of Lithuania would act as an out of court dispute resolution authority dealing with disputes between consumers and financial service providers.

Their address is: Žalgirio g. 90, 09303 Vilnius, the Republic of Lithuania.

You can find more information on their website.

Please note that should you wish to have a possibility to apply to the Bank of Lithuania as to the out of court dispute resolution authority, then you shall make your complaint to us within 3 (three) months from the day that you found out or should have found out about the alleged violation of your rights or legitimate interests arising from the agreement with us.

Examination of the complaint at the Bank of Lithuania is free of charge.

The out of court dispute resolution authority for consumer disputes not related to Bank of Lithuania competences is the State Consumer Rights Protection Authority.

Their address is: Vilniaus str. 25, 01402, Vilnius, the Republic of Lithuania.

You can find more information on their website.

You can also rely on the mandatory consumer protection rules of the EEA country where you live. You can file a complaint to the respective out-of-court dispute resolution authorities that handle consumers' complaints in your country in relation to the financial services provided by us. The list of such authorities can be found here.

## Out of court dispute resolution authority for complaints related to the processing of personal data

You have the right to make a complaint to the State Data Protection Inspectorate (SDPI), the Lithuanian supervisory authority for data protection issues.

Their address is: L. Sapiegos str. 17, 10312, Vilnius, the Republic of Lithuania; e-mail: ada@ada.lt.

You can find more information on their website.

#### More information

Click here for more information about our complaints handling procedure.

### Legal bits and pieces

#### 31. Data Protection and Confidentiality

We need to collect information about you to provide you with the services under the agreement. For more information about how we use your personal information, see our Customer Privacy Notice (accessible <a href="here">here</a>).

By entering into the agreement, you acknowledge that we will gather and store your personal information for the purpose of providing our services to you. This doesn't affect any rights and obligations you or we have under data protection law.

You can withdraw your permission by closing your account, which will end the agreement between you and us. If you do this, we'll stop using your information for the purpose of providing our services, but we may need to keep your information for other legal reasons.

#### 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;
- the 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.

The above information may be disclosed to other Revolut group members where:

- it is necessary for the performance of financial accounting, audit or risk assessment;
- we use common information systems or technical equipment (servers);
- it is necessary for the provision of services you have requested; or
- it is necessary to develop or improve the services we provide across the Revolut group.

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

Some of the features we make available in the Revolut app are social in nature. By entering into the agreement you understand and confirm that, in case you haven't changed your privacy preferences in the Revolut app, other Revolut users may be able to see limited information about you (such

as your name, profile picture and the Revolut plan you are on). For example, if a customer searches for your username in the app, they will see your full name and profile picture. You can change your privacy settings in the Revolut app at any time.

#### 32. Our intellectual property

All the intellectual property in our products (for example, the content in our app and on our website, 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, Canary Wharf, London, E14 4HD, United Kingdom) and being used by us and other Revolut Group companies. You must not use this 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).

#### 33. Some legal bits and pieces

#### Our contract with you

Only you and we have any rights under the agreement.

The agreement is personal to you and you cannot transfer any rights or obligations under it to anyone else.

#### 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 it 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.

#### Lithuanian law applies

The laws of the Republic of Lithuania apply to these terms and conditions and the agreement. Despite this, you can still rely on the mandatory consumer protection rules of the EEA country where you live.

#### 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 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

Legal action under these terms and conditions can only be brought in the courts of the Republic of Lithuania (or in the courts of any EU Member State where you reside).