1. Why this information is important

These terms apply whenever you use the Revolut BillPay integration (**"Revolut BillPay"**). It also sets out other important things that you need to know. When you use the Revolut app to do anything else, the Revolut Business Terms will still apply. These terms and conditions (the **"Terms"**) and any other terms and conditions that apply to our services, form a legal agreement between:

- Revolut Bank UAB or its respective branch ("we", "us" or "Revolut"); and
- "You", the Revolut Business account holder.

Please review these Terms, including the limitation of liability set out in the **"Our** Liability and Responsibility to You" section of these Terms.

These Revolut BillPay Terms apply to this service in addition to our Business Terms, and any other applicable terms and conditions, when you choose to use Revolut business. These Revolut BillPay Terms just set out the additional things you need to know when using Revolut BillPay Terms.

2. What is Revolut BillPay?

Revolut BillPay is a feature that streamlines your business bill payment process by automatically recognising invoice data, creating draft payments for your review and approval, and reconciling transactions with your accounting platform. Certain features or functionalities of Revolut BillPay (including connecting your Revolut Business account with an accounting platform) may rely on or integrate with third-party software, applications, or services (the **"Third Party Software"**). Third Party Software providers may include Codat Limited, a company registered in England and Wales under the registration number 10480375, with its registered office at 6-7 St. Cross Street, London, EC1N 8UB.

Revolut BillPay is only available to Revolut Business customers who have already been onboarded to use the services available under the Revolut Business Terms, have the Grow or Scale Revolut Business plan, and use one of the accounting platforms supported by the Third Party Software providers.

3. How much does it cost to use Revolut BillPay?

Revolut BillPay is included with your Revolut Business subscription fee, so there's no additional cost to use it.

However, when you send bank transfers created using Revolut BillPay, these transfers may incur fees based on your Revolut Business plan. Please see our Business Fees page for more information about the relevant fees applicable depending on your plan.

4. Your obligations when you use Revolut BillPay

You agree to do the following when using Revolut BillPay:

- you must only use Revolut BillPay for internal business purposes;
- you must only use Revolut BillPay in accordance with these Terms, Revolut Business Terms and all applicable laws;
- you must not use the product in any way that is unlawful, facilitates illegal activity or is discriminatory; and
- you must not use Revolut BillPay other than to send bank transfers.

If you fail to comply with any of the above restrictions, without prejudice to any other rights or remedies that we may have, we may suspend or terminate your access to Revolut BillPay with immediate effect.

5. Permission for us to process your data

For the purpose of providing Revolut BillPay to you, we will need to share certain data about your Revolut Business account with the Third Party Software providers. By using Revolut BillPay, you acknowledge and agree that this data:

- can be shared with the Third Party Software providers as necessary to facilitate our provision of Revolut BillPay, and you give us your consent for such data sharing;
- is legally obtained and owned by you, and doesn't violate anyone else's rights;
- shall be true and accurate, to the best of your knowledge, and shall not be defamatory, discriminatory, offensive, obscene, indecent or otherwise unlawful or objectionable;
- can be stored, used, reformatted and distributed and otherwise processed by Third Party Software providers to: (a) provide Revolut BillPay; (b) to monitor, detect, prevent, reduce, or otherwise address fraud, risk, security, or technical issues; (c) to enhance or improve the Third Party Software providers' products, or (d) as required by applicable law; and
- shall be provided in a description and format that Third Party Software providers may require to enable us to provide Revolut BillPay.

6. Confidentiality

By entering into this agreement you give us permission to disclose to third parties that provide services to us (or to other entities within the Revolut group), and subcontractors of such third parties, only for the purposes of providing you Revolut BillPay services, the following information:

- the fact that you are our client;
- what 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.

We may also disclose the above information to a third party we are assigning, pledging or transferring, or intending to assign, pledge or transfer (any parts of) our business, rights, claims or obligations arising from an agreement concluded with you.

All of the above we call a "client secret", which we have to protect as required by the applicable regulations. We will make sure that the third parties to whom the above information is disclosed are bound by a contractual or statutory duty of confidentiality unless otherwise provided in the law.

The client secret may be disclosed in case it is required by law, in particular at the request of the law enforcement, regulatory, tax or other public authorities and the judicial authority acting within the framework of a court proceedings.

7. Intellectual Property

As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to Revolut BillPay and any of its modifications or derivative

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

In order to use Revolut BillPay, we grant you a limited, revocable, royalty-free, non-transferable, non-exclusive licence to access and use Revolut BillPay.

8. Our Liability and Responsibility to You

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

To the fullest extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use of Revolut BillPay.

Other than any liability that cannot be excluded by law, **our total aggregate liability to you arising in connection with the performance or contemplated performance of these Terms shall be limited to €1,000.**

9. Disclaimers

Your use of Third Party Software may be subject to the terms and conditions imposed by the respective third-party providers, and Revolut makes no representations or warranties regarding the quality, performance, or security of any Third Party Software. We will not be responsible for any unavailability of Revolut BillPay as a result of acts or omission of the Third Party Software providers.

You are solely responsible for verifying the accuracy of any draft payments produced using Revolut BillPay. We will not be responsible for any actions taken by you on the basis of draft payments produced by Revolut BillPay.

10. Legal bits and pieces

Revolut shall not be in breach of these Terms if there is, and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of, any total or partial failure, interruption or delay in performance of its duties and obligations occasioned by circumstances outside of Revolut's control. The English version of the agreement applies. By entering into this agreement and accepting Revolut BillPay services, you confirm that you (and any of your Authorised Persons) 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. If there is any conflict between the provisions of these Terms and any other terms relating to your relationship with us, these Terms will prevail to the extent it relates to Revolut BillPay. If you expect something to be covered in these Terms but it is not, please check the Business Terms instead.

The applicable law and jurisdiction shall remain as prescribed in the Business Terms. All disputes arising under or in connection with this agreement shall be subject to the laws and courts specified therein.