

On-Demand Pay Self-Service

1. Why this information is important

This document sets out the terms and conditions for the Revolut Business On-Demand Pay self-service product ("**On-Demand Pay**"). It also sets out other important things that you need to know about On-Demand Pay as a Revolut Business customer.

These terms and conditions (the "**Terms**"), along with the Fees page, and any other terms and conditions that apply to our services, form a legal agreement between:

- you, the On-Demand Pay user; and
- us, Revolut Ltd.

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

There are separate terms and conditions that apply to your employees' use of the On-Demand Pay product. Those terms can be found [here](#).

2. What is Revolut's On-Demand Pay product?

On-Demand Pay is a product that allows Revolut Business customers in the UK to offer their employees access to their salary as they earn it, rather than being paid a lump sum at the end of their pay period. On-Demand Pay is not a credit product or loan in the UK because employees are only ever able to access amounts they have already earned.

On-Demand Pay is an unregulated product. However the underlying payment services which will be provided to you in relation to it are regulated. The Revolut entity that you hold an account with will provide you with underlying regulated payment services (for example, when you ask Revolut to debit your account for a specific amount and send that money to your employee's Revolut Personal account to reflect the amount the employee requested to advance). As a Revolut user, you have rights and obligations under the Business terms that apply to your Revolut account in relation to the regulated payment services related to the On-Demand Pay product.

3. How do I activate employees so they can use On-Demand Pay to request advances?

Adding an employee to the On-Demand Pay part of your app

When On-Demand Pay has been enabled in your Business account and app, you need to add each employee to the On-Demand Pay part of your app so they can be invited to sign up for the product. To add an employee to the On-Demand Pay part of your app, you must either use:

- one of our integrations we have in place with you or a third party provider; or
- our data portal.

If you are using one of our integrations, you will need to allow Revolut Business to have access to the relevant third party account you hold to share information from that account with us.

Employees' information will then automatically be added to the On-Demand Pay part of your app.

If you are using our data portal, you must manually add employees and their information.

Once you add employees to the On-Demand Pay part of your Business account and app, those employees will receive an email (the "Account Set-up Email") with instructions on what steps they need to carry out to sign up to use On-Demand Pay. We will also send each employee some reminder emails setting out how to access On-Demand Pay at reasonable intervals during the term. You can object to us sending the reminder emails to your employees by contacting us at dpo@revolut.com.

Each employee must then complete the below **"Employee Onboarding Steps"**:

- have a valid and active Revolut Personal account with us (we call this an **"account"** in these Terms);
- sign up to On-Demand Pay with us under the [On-Demand Pay Terms](#) (these terms apply to their use of the product as Personal customers); and
- agree to have their wages or salary paid into their Revolut account.

Activating an employee so they become a Participating Employee

If you are using one of our integrations, we will automatically grant each employee who has completed the Employee Onboarding Steps access to start using the On-Demand Pay product through their own Personal account via their app once we've confirmed their salary or wages can be paid into their Revolut account. We call this **"activating an employee"** or **"activation"**.

If you are using our data portal, you will be able to manually activate an employee once they have completed their Employee Onboarding Steps, and once you have confirmed their agreed salary or wages can be paid into their Revolut Personal account through our activation flow (we will provide you with details on how to do this in the app) before you can activate them.

We refer to each employee who is able to use the On-Demand Pay product as a **"Participating Employee"** throughout these Terms.

How to remove a Participating Employee

If you want to remove a Participating Employee from On-Demand Pay, you or someone with On-Demand Pay Admin rights or permission to **"Terminate Employees"** can do so through the app.

4. How can my team members have access to use the On-Demand Pay product?

You can use the On-Demand Pay product to do the following things from within the Revolut Business app. As the Business account holder, you will be an On-Demand Pay Admin by default. You can allow your team members to have access to your account and app by assigning them with permissions through the settings in the app. You can choose to make them an On-Demand Pay Admin so they receive the full list of permissions in the table below or you can choose which of the below permissions you want to enable.

Just so you know, if you give your team members **"Accountant"** or **"Viewer"** rights, they will have **"See users' activity"** permission by default. If you are using our data portal and grant one of your team members permission to **"Update payroll data"**, they will be able to add employees to the On-Demand Pay product themselves.

| Permission | Description |
|--------------------------|---|
| See users' activity | <i>This allows you to view individual employees' advances and their information per pay period</i> |
| Suspend employee access | <i>This allows you to stop individual employees from accessing the On-Demand Pay product for a period of time</i> |
| Terminate employees | <i>This allows you to stop individual employees from accessing the On-Demand Pay product permanently (this means they will not be a Participating Employee anymore)</i> |
| Update payroll data | <i>This allows you to add employees, and upload, download and adjust payroll data for individual employees</i> |
| Modify employer settings | This allows you to have access to the settings area to make changes to employer configuration settings (e.g. to enable a change to what Withdraw Limit you want to set) |

5. On-Demand Pay self-funding and paying your employees?

We will need certain information from you so we can set up On-Demand Pay for you. Unless you are using the Revolut Payroll product in which case your information will be recognised automatically (see the Revolut Payroll Terms [here](#)), you will need to provide us with:

- information about your pay schedule, including when you pay your employees and how long your pay cycle is (this is so that we can calculate how salaries accrue);
- information about the bank accounts you pay salaries to your employees from (this allows us to easily recognise when salaries are paid); and
- what "**Withdraw Limit**" you want to set for Participating Employees - "**Withdraw Limit**" refers to the limit on how much money your Participating Employees can advance per pay period, and it must be expressed as a percentage of their "**gross salary**" per pay period ("**gross salary**" means the amount you contractually agree to pay Participating Employees for the pay period before any deductions are made for things like income tax, national insurance and any benefits).

Self-funding

You are responsible for funding your Participating Employees' advances, and paying their net salaries or wages. "**Net salary**" or "**net wages**" means gross salary or wages minus any deductions for things like income tax, national insurance and any benefits Participating Employees receive. When you sign up for this product, we will automatically create a

“Withdrawal Account” in your Business account for you to use towards funding Participating Employees’ advances.

As mentioned earlier in these Terms, Participating Employees must have a Revolut account so that their net salaries or wages (minus any advances plus any applicable fees) can be sent to that account. We ask you to send each Participating Employee’s net salary or wages to the account details we provide you with for their use of this product - we’ll call these the “**ODP Employee Account Details**”. These details relate to a sub-account within the Participating Employee’s Personal account that is used for receiving each Participating Employee’s salary or wages so we can make deductions for any advances plus any applicable fees first before the net amount to the Participating Employees’ main GBP account within their Personal account. We will then credit any deductions that were made to your Withdrawal Account but we may keep any applicable fees if we've agreed this with you.

It's your responsibility to update Participating Employees' payroll details on your side or with any third party payroll provider you use with Participating Employees' ODP Employee Account Details so this self-funding system works appropriately.

Maintaining the balance in your Withdrawal Account

You must keep the balance of your Withdrawal Account sufficient to cover advances and upcoming salaries or wages. You will be prompted to add more funds when new employees are activated for On-Demand Pay or when their salary or wages increases, or when the balance in your Withdrawal Account is insufficient. If an advance request exceeds the balance in the Withdrawal Account, the advance will be rejected. You will be able to add and withdraw available balance from your Withdrawal Account at any time.

6. Your responsibilities and restrictions when using the On-Demand Pay product?

As the account holder, you agree that you:

- assume sole responsibility for your use of On-Demand Pay, and for the use of the On-Demand Pay product by any team members who you give On-Demand Pay Admin rights to or any other permissions;
- and any team members who you give On-Demand Pay Admin rights to or other permissions must comply with all applicable laws and regulations, these Terms and the Business Terms that apply to your account at all times when using the On-Demand Pay product;
- must not use the product in any way that is unlawful, facilitates illegal activity or is discriminatory;
- acknowledge it is your responsibility to ensure Participating Employees’ payroll details are correct at all times and show their ODP Employee Account Details;
- accept that it is your sole responsibility to ensure the Withdrawal Account balance remains sufficient to cover Participating Employees’ requests for advances, while you make use of the On-Demand Pay product; and
- are responsible for making all necessary tax and other employment related deductions from Participating Employees’ salaries or wages, and making any required payments to the relevant governmental and taxation authorities that oversee your business.

You, and any team members who you give On-Demand Pay Admin rights or other permissions, must also not do any of the following things when using the product:

- copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the On-Demand Pay product in any form or media or by any means;
- de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of On-Demand Pay;
- access all or any part of On-Demand Pay to build a product or service which competes with Revolut;
- use On-Demand Pay to provide services to third parties other than your own employees;
- licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise make On-Demand Pay available to any third party other than your own employees; or
- attempt to obtain, or assist third parties in obtaining, access to On-Demand Pay other than as provided under these Terms.

7. How much does it cost to use the On-Demand Pay product?

Participating Employees may be charged a set administrative fee each time they receive an advance from you. Whether or not they are charged this fee, and if so how much, depends on what we have agreed with you about how the On-Demand Pay service will be provided.

Participating Employees can see this fee each time before they confirm they want to make a pay advance in the app. We will agree with you directly how this fee should be funded.

8. Intellectual Property

As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to On-Demand Pay 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 On-Demand Pay, we grant you a limited, revocable, royalty-free, non-transferable, non-exclusive licence to access and use the On-Demand Pay product.

9. Data protection

You and we will comply with our respective obligations set out in the Data Processing Schedule when processing personal data in connection with these Terms.

10. Suspending or terminating your use of On-Demand Pay

We may need to suspend or terminate access to the On-Demand Pay product, and as a result your employees’ ability to use the product to:

- protect the Revolut app and/or any integrations and/or the data portal that we use to provide you with access to the On-Demand Pay product;
- comply with applicable laws and regulations; handle, respond and/or remedy any breaches of these Terms or the Business Terms that apply to your account; and/or
- to prevent any damage to our reputation as a result of your use of the On-Demand Pay product or that of any of your employees.

We may also suspend or terminate your use of On-Demand Pay for any reason by providing you with notice via email or in-app notification. We will try to give you notice before suspending or terminating your access to the On-Demand Pay product but in some circumstances we may not be able to do so. We will not be liable for any costs, expenses or losses incurred by you, your employees or any other party as a result of any suspension of On-Demand Pay.

11. What happens if something goes wrong with an advance you make

If something goes wrong with an advance you made to a Participating Employee, please get in touch with us via ondemandpayhelp@revolut.com or reach out to Support through the app as soon as possible so we can look into the matter for you. Please also read the [Business Terms](#) that apply to your account for more information on the need to take care when entering the details of the person you want to pay (and as a result, taking care when providing us with Participating Employees' payroll details), and what happens if a payment is sent to the wrong account, isn't sent at all or is delayed.

12. 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 the On-Demand Pay product. Any condition, warranty, representation or other term concerning the supply of services or documents which might otherwise be implied into, or incorporated in, On-Demand Pay is excluded to the fullest extent permitted by law. The On-Demand Pay product is provided to you "as is" without any representations or warranties as to the operation of the On-Demand Pay Product and without any guarantee as to its specific functionality for your purposes.

We are also not responsible for any inconvenience or losses suffered by your Participating Employees where you fail to keep the balance of your Withdrawal Account in a positive or sufficient state. We shall also have no liability for any damage caused by errors or omissions in any information or instructions provided to you by us in connection with the On-Demand Pay product. In addition, we will not be responsible if Participating Employees' salaries or wages, including any advances they request are sent to the wrong account by you because you provided us with the wrong account details for those Participating Employees.

Other than any liability that cannot be excluded by English 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.**

13. How can you stop using On-Demand Pay?

You can stop using On-Demand Pay at any time by contacting us via email at ondemandpayhelp@revolut.com. You will still need to ensure Participating Employees' salaries or

wages are paid into their Participating Employee ODP Employee Accounts at the end of the next pay cycle so we can deduct any applicable fees incurred from the current or previous pay period.

14. Disclaimers

If we face technical difficulties which means that the On-Demand Pay product is impacted, we'll try to let you know in advance. Unfortunately, if technical difficulties impact your ability to pay Participating Employees we won't be responsible for any inconvenience caused. We will try to resolve any technical issues with our Payroll product as soon as we can, and we'll also try to let you know when those issues have been resolved.

15. Updating These Terms

We may amend these Terms at any time. We will try to give you notice ahead of doing so where we can. You cannot request to change these Terms in any form.

16. Anything else I should know?

If you provide us with any feedback in relation to the On-Demand Pay product, you agree that we may use that feedback at our discretion without attribution or value to you. Without prejudice to the obligations set out in the Data Processing Schedule, you agree that we may undertake analytics and otherwise use the data that you provide to us through your use of On-Demand Pay (except for personal data relating to your employees) to improve the service and offer other products and services to our customers.

If you have a question about On-Demand Pay that hasn't been addressed in these Terms, please reach out to Revolut Support through the app. The team will do what they can to help you.

Data Processing Schedule

1. PURPOSE

1.1. The following definitions apply in this Schedule:

(a) **Agreed Purpose:** has the meaning given to it in Paragraph 2.2.

(b) **Data Protection Laws:** means any applicable law relating to the protection of personal data or privacy, including the UK GDPR and the Data Protection Act 2018.

(c) **Non-Participating Employees:** means your employees who have been added to the On-Demand Pay part of your app but who have not yet completed the Employee Onboarding Steps, or whose access to On-Demand Pay has been terminated by you.

(d) **Participating Employees:** means your employees who have completed the Employee Onboarding Steps and who have been granted access to use On-Demand Pay through their own Personal account and app.

(e) **Shared Personal Data:** means the personal data to be shared between the parties under paragraph 4.1.

1.2. The terms "**controller**", "**processor**", "**personal data**", "**personal data breach**" and "**processing**" have the meanings given to them in Data Protection Laws.

1.3. Terms used, but not defined, in this Schedule have the meanings given to them in the Terms.

2. PURPOSE

2.1. This Schedule sets out the framework for the sharing of personal data between you and us, where:

(a) You and we each act as an independent Controller of Shared Personal Data relating to Participating Employees; and

(b) You are a controller, and we are a processor on your behalf, of Shared Personal Data relating to Non-Participating Employees.

2.2. We agree to only process Shared Personal Data for the following purposes:

(a) to facilitate the provision of the On-Demand Pay to you and your employees;

(b) to meet our respective obligations under the Terms; and

(c) as otherwise mandated by applicable laws,

(individually and/or collectively, the "**Agreed Purpose**").

3. COMPLIANCE WITH DATA PROTECTION LAWS

3.1. Both we and you must comply with Data Protection Laws when processing the Shared Personal Data in connection with these Terms.

4. SHARED PERSONAL DATA

4.1. The following types of personal data will be shared between the parties in connection with these Terms: employees' names, work contact details (email address and/or phone number), pay data (pay date, employee ID number, employment status, net pay amount, gross pay amount, shift dates, shift pay amount, total shift hours worked, gross salary, employment start date, payroll sort code, payroll account code, employment termination date, payment deductions, hours worked, hourly pay rate, shift start timestamp, shift end timestamp, shift type) (individually and/or collectively, "**Shared Personal Data**").

5. TRANSPARENCY

5.1. You agree that you will:

(a) inform your employees of your intention to provide their Shared Personal Data to Revolut, and explain the purpose for doing so, at least five (5) working days before you plan to provide us the Shared Personal Data;

(b) give your employees the opportunity to object to their personal data being shared in this way;

(c) not provide us with Shared Personal Data relating to an employee where the employee has specifically requested that you do not share their Shared Personal Data with us;

(d) ensure you have a valid legal basis under Data Protection Laws to provide any Shared Personal Data to us; and

(e) promptly inform us if an employee, whose personal data forms part of the Shared Personal Data, has requested for their personal data not to form part of the Shared Personal Data

6. SECURITY

6.1. We and you will only provide Shared Personal Data to each other by using industry standard secure methods.

6.2. Both we and you undertake to implement appropriate technical and organisational security measures to prevent the unauthorised or unlawful processing of Shared Personal Data and the accidental loss or destruction of, or damage to, Shared Personal Data.

7. PARTICIPATING EMPLOYEES

7.1. Each obligation set out in this Paragraph 7 relates to Shared Personal Data relating to Participating Employees only (for which we and you act as independent controllers).

7.2. You and we will ensure that Shared Personal Data is processed fairly and lawfully at all times in connection with these Terms.

7.3. You will ensure that the Shared Personal Data you provide us is:

(a) accurate; and

(b) limited to the personal data described in paragraph 4.1.

7.4. You and we each agree to provide each other such assistance as is reasonably required to enable either you or us to handle any request by a Participating Employee to exercise their rights under Data Protection Laws within time limits imposed by Data Protection Laws.

7.5. We will only retain the Shared Personal Data for as long as necessary to achieve the Agreed Purpose, following which the Shared Personal Data will either be deleted or, if requested, returned to you.

8. NON-PARTICIPATING EMPLOYEES

8.1. The obligations set out in this paragraph 8 relate to Shared Personal Data relating to Non-Participating Employees only (for which we act as a Processor on your behalf).

8.2. We will:

(a) only process Shared Personal Data on the basis of your written instructions (which are set out in these Terms), unless otherwise required to process the Shared Personal Data to comply with applicable laws, in which case we will, to the extent permitted by the relevant law, notify you of this requirement prior to processing the Shared Personal Data for this purpose;

(b) ensure that all our personnel that have access to and/or process Shared Personal Data are obliged to keep it confidential;

(c) if requested, provide you with reasonable assistance in relation to any request by a Non-Participating Employee to exercise their rights under Data Protection Laws in relation to the Shared Personal Data;

(d) notify you without undue delay if we become aware of a personal data breach affecting Shared Personal Data and provide you with such assistance as you may reasonably require in respect of such personal data breach;

(e) to the extent required by Data Protection Laws, assist you in ensuring compliance with your obligations under Data Protection Laws with respect to impact assessments and prior consultations with supervisory authorities;

(f) at your request, either delete or return any Shared Personal Data to you upon termination of these Terms, unless we are required by applicable laws to retain any such data for a longer period; and

(g) maintain appropriate records to demonstrate compliance with this Schedule and permit you, or an independent auditor designated by you (excluding any competitors of Revolut), to audit Revolut in this respect on request. Any such audit must be approved by Revolut in advance in writing.

8.3. You consent to us appointing sub-processors to assist with the provision of On-Demand Pay. Where we decide to add or replace a sub-processor, we will:

(a) provide you with reasonable advance notice, thereby giving you the opportunity to object to such addition or replacement; and

(b) require the sub-processor to agree to obligations similar to those imposed on us under this paragraph 8.

8.4. The details of the processing to be carried out by us on your behalf under this paragraph 8 are as follows:

(a) **Subject matter, nature and purpose of the processing:** provision of On-Demand Pay.

(b) **Duration of the processing: the duration of these Terms.**

(c) **Categories of personal data: the Shared Personal Data.**

(d) **Categories of data subjects: Non-Participating Employees.**