# **Shops Terms**

#### 1. Why this information is important

These terms and conditions (the "Terms") govern the relationship between:

- you, and
- Revolut Technologies Inc. ("us" or "Revolut").

To use the Services, you must have an active Revolut Personal account with no restrictions. These terms and conditions, along with our Personal Terms, Fees page, Privacy Policy and any other terms and conditions that apply to the Services, form a legal agreement (the "Agreement") between you and Revolut.

The Revolut USA Prepaid Visa card and Revolut USA Prepaid Mastercard (each, a Revolut Card) are issued by Lead Bank pursuant to a license from Visa U.S.A. Inc. and Mastercard International, respectively, and may be used everywhere Visa or Mastercard, respectively, is accepted. Banking services are provided by Lead Bank, a member of the Federal Deposit Insurance Corporation (FDIC), and are subject to the terms of a Cardholder Agreement. Revolut Technologies Inc. (Revolut) is a technology services provider and program manager of the card program.

Any payments you make or receive on your Personal account when using Shops will be governed by the Terms and Conditions you have agreed for that account with the Revolut group company who provides it. However, just so you know, Shops is an unregulated service.

## 2. What is Shops?

Shops provides in-app access to a range of offers ("Offers"). These may include cashbacks, discounts and other Offers.

The Offers are only available on purchases made with select merchants ("Merchants") shown in the Shops section of the Revolut app.

Each Offer also has its own terms and conditions in-App, which state what the Offer is, the payment method you must use to earn it, and any other steps you must take

(the "Offer Terms"). We may change the Offers, and the Offer Terms at any time.

### 3. How can you earn a Shops Offer?

You can earn an Offer by shopping at a Merchant shown in the Shops section of the Revolut app and following the Offer Terms and any other instructions set out in-app. Please read the Offer Terms and in-app instructions carefully and make sure you take all the steps required to earn your Offer. If you fail to do so, you will not receive your Offer.

Your purchase transaction must be completed (within any time limits) for you to earn an Offer. In most cases, a transaction will complete instantly. However, in some cases it may take longer (for example if a merchant charges your card when they ship your purchase instead of in the checkout).

Unless the Offer Terms say otherwise, you can earn an Offer more than once. However, you must repeat all the Offer Terms and instructions individually for each transaction.

If you make a purchase with a Merchant which includes multiple individual transactions (for example, a "Buy Now, Pay Later" service, or a subscription), you will only earn an Offer on any transactions which individually meet the Offer Terms and instructions. In most cases, this will only be the first transaction.

Monthly cashback limits

The total cashback you can receive using all Shops in a single month is capped at €300 (or the equivalent in your local currency). Any cashback incurred above this limit will not be paid.

## 4. What is an eligible purchase for an Offer?

An eligible purchase is any genuine purchase of goods and services made in accordance with the relevant Offer Terms.

A genuine purchase of goods and services means a purchase where you genuinely intend to consume the goods or services (for example, a cash like purchase, or a purchase you intend to sell for cash, is excluded) and actually to consume (for example, returns, refunds and onselling is excluded).

Even if you receive an Offer, it may be reversed if we believe you have:

- · not made an eligible or genuine purchase;
- · made the purchase using a promotional code not supplied by us;
- breached these Terms or any other terms and conditions you've agreed with us or another Revolut group company;

- · abused our Shops services; or
- caused us, or another Revolut group company, legal, regulatory, relationship or reputational issues by providing you with the Shops service.

### 5. When will you receive your Offer?

Any Shops Offer should be received instantly, unless the Offer terms state otherwise. However, in some cases an Offer may take up to 7 days to arrive in your account. If you have not received the offer and 7 days have passed, please contact our Support team via in-app chat.

#### 6. Who are the Merchants?

The Merchants featured in Shops are all third party merchants. We have commercial relationships with some, but not all, Merchants. This means we may fund an Offer for a merchant without any association to them.

How and where Merchants are shown in the Shops feature is determined by us using a range of factors. We may be paid a fee or commission by a Merchant, which can affect where their offers are displayed within the app.

Just to clarify, Revolut Ltd, is not a "trader" or otherwise responsible or liable in any way for any goods or services you choose to purchase as a result of an Offer. If you have any issues about the goods or services purchased, please raise them with the Merchant.

We also have no control over, and accept no liability whatsoever in relation to the contents of any Merchant's website.

# 7. Not happy about the Shops product?

If you're not happy about the service you've received in relation to Shops, we will do our best to make things right where it's within our control. If you have a complaint about Shops, please reach out to Support via in app chat or see our Complaints Policy.

#### 8. Data Protection

By using Shops, you acknowledge and agree that we rely on partners (such as affiliate networks and affiliate network aggregators) to track whether you have made a purchase on the Merchant's website. These partners will gain access to limited

information relating to your transaction and device (such as de-identified user ID, item bought, sale value and so on) in the course of providing their services to us. We need to work with these partners to provide you with your Shops Offer under these Terms. For Shops, we will also share de-identified and pseudonymised transaction data relating to eligible purchases with the relevant Merchant so that they can verify that you have made a qualifying purchase with them. Again, we need to do this to be able to provide you with the Shops Offer under these Terms.

For information about how we process your personal data, please refer to our Privacy Policy (accessible here).

#### 9. Some legal bits and pieces

- 1. We can change these Terms without advance notice but we'll try to let you know in advance if we can.
- 2. Only you and we have any rights under these Terms. You cannot transfer any rights or obligations under these Terms to anyone else.
- 3. We can transfer any of your and our rights or obligations under these Terms to a third party, but only if we reasonably think that this won't have a significant negative effect on your rights under these Terms or if we need to do so to keep to applicable legal or regulatory requirements.
- 4. We may suspend the use of Shops products if, in our reasonable opinion, the products are being abused or may negatively affect Revolut's goodwill or reputation. We may do this on an individual or product-wide basis.
- 5. We may ask you for evidence to support that a purchase you have made complies with these Terms or is eligible for a Shops Offer.
- 6. We might provide a translation of these Terms. If we do, the translation is for reference only and the English version will apply.
- 7. The laws of the state of New York apply to these Terms. If you want to take legal action against us in the courts, only the courts of New York County, New York can deal with any matter relating to these Terms.
- 8. If you have breached these Terms and we don't enforce our rights, or we delay enforcing them, this will not prevent us from enforcing those or any other rights at a later date. This is also the case if we have any legal rights that we don't enforce straight away.
- 9. Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to these Terms or the Shops product, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration

conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in that county closest to your residence which offers such services. ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE. For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE. This arbitration provision shall survive: i) the termination of any agreement you have in place with Revolut; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your rights or obligations; or iv) Revolut's termination of the Shops product. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force. You may reject this Arbitration provision by sending a written rejection notice to us at: 107 Greenwich Street, Floor 20, New York, NY 10006. Your rejection notice must be mailed within 45 days after the first time you use the Shops product. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in this Agreement will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this section or the Agreement.

10. For Shops, we will share de-identified transaction data relating to eligible purchases with the relevant Merchant so that they can verify that you have made a qualifying purchase with them. We need to do this to be able to provide you with the Reward or Shops Cashback under these terms and conditions. For information about how we process your personal data, please review our Privacy Policy.