# **Stays**

This document sets out the terms and conditions for the Revolut Stays feature ("Stays"). It also sets out other important things that you need to know.

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 (the "agreement") between:

- you, the Stays user; and
- us, Revolut Ltd.

Stays allows you to book select Nuitee Travel Limited ("Nuitee") or Expedia Inc ("Expedia") accommodation or VRBO.com ("VRBO") properties through the Revolut app ("the app"). Throughout these Terms we refer to Nuitee or Expedia accommodation and VRBO properties collectively as "Stays" or as a "Stay" where we're referring to a singular booking. VRBO is a company owned by Expedia, and it will be clear in the app which properties are VRBO properties. These Terms explain how things may be different where your chosen Stay is a VRBO property. These Terms govern all bookings, both "pay now" and "pay later" (see below), that are made through the app. You must follow these Terms whenever you book a Stay in the app.

In order to provide the Stays feature to you, the Revolut entity that you hold your payment account with will also provide you with underlying payment services (for example, when Revolut debits your account for the amount of your Stay after you confirm your booking in the app). For example, if you are a Revolut Bank UAB customer, Revolut Ltd will provide you with the Stays service but Revolut Bank UAB will provide you with the underlying payment services. This is reflected in the Revolut Bank UAB Personal terms. As a Revolut customer, you have rights and obligations under the Personal terms and any account specific terms that apply to your Revolut payment account in relation to the payment services element of the Stays service but that is the only regulated element of the feature.

As a Stays user, you must also follow the terms and any booking and cancellation policy that apply to your chosen Stay. In most cases, this means you need to follow Nuitee's Terms and Conditions (see www.nuitee.com/terms-and-conditions) or Expedia's Terms and Conditions (see here) but if your chosen Stay is a VRBO property you will need to comply with VRBO's Terms and Conditions instead, which you can find here. For all Stays, you will also need to follow the relevant Stay's booking and

cancellation policy (keep reading these Terms for more information) each time you make a booking.

### Booking a Stay through the Revolut app

When you book a Stay through the Revolut app, you will have up to multiple payment options. The options available to you are determined by us and the accommodation provider or the VRBO property owner in line with VRBO's own policies.

Whatever way you pay, make sure you've read the relevant Stay's booking and cancellation policy so you understand what your rights are if you want to cancel or amend your booking. You'll be able to see the policy for your chosen Stay in the app before you book.

If you pay for a Stay using Revolut you may be eligible for RevPoints. You can access the RevPoints terms and conditions here. RevPoints is a feature provided to you by the entity with which you hold your Revolut account. Where we refer to "we" or "us" in these Terms in the context of RevPoints, this is a reference to the Revolut entity with which you hold your Revolut account.

We'll show you how many RevPoints you're entitled to in the app. If you have made a booking, but then cancel or modify it, the RevPoints you received will be reversed or updated to reflect the new amount of the booking, as set out in these Terms.

#### "Pay now"

If you choose to "pay now" for your Stay when you book it, you can use your RevPoints and/or a Revolut account. The Revolut entity that provides you with your selected Revolut account will debit the amount of the Stay from your payment account (exchange fees may apply). You will be able to see the transaction in your Revolut account. It will say "Revolut Stays" to help you identify that the payment relates to your booking. Nuitee or Expedia (as applicable) will pass your information onto the relevant accommodation provider to confirm your Stay. You will receive a confirmation email from Nuitee or Expedia (as applicable) once your Stay is confirmed. If your chosen Stay is a VRBO property, you can only pay for the Stay using your Revolut card. Before you confirm your Stay at a VRBO property, you will be shown the amount of the Stay, the deposit for potential damage and incurring incidental fees ("the VRBO deposit"), and the service fee, if either or both of these apply. Your authorisation for the card payment will cover all of these things (if applicable). Please see the "What you need to know when booking VRBO properties" section of these Terms for more information on the VRBO deposit and service fee. Once you confirm your Stay, we will let VRBO know and they will confirm your Stay. You will receive a confirmation email from us and from VRBO once your Stay is confirmed.

Where you choose to pay now, you may receive RevPoints on the amount of your booking. You'll be able to see how many RevPoints you're entitled to for your booking prior to confirming your Stay in the app. If you earned RevPoints, we'll credit the RevPoints to your RevPoints account once your booking is confirmed. If your Stay is with a VRBO property, the RevPoints will be credited by the end of the month after your Stay booking has ended (please see the "What you need to know when booking VRBO properties" section of these Terms for more information). If your Stay booking ends after the last day of the calendar month in which your Stay booking starts, we'll credit your RevPoints at the end of the next month.

#### "Pay later"

We'll make it clear to you in the app where you have the option to pay later. If you choose to "pay later" for your Stay, you will need to agree to providing Nuitee or Expedia (as applicable) with your Revolut card details to secure the booking. Nuitee or Expedia (as applicable) will log your booking but you won't pay for your accommodation until closer to your arrival time or until you arrive at the accommodation.

It's up to you whether you want to pay for your Stay with your Revolut card, or with another card, but you may only receive RevPoints if you pay with your physical or virtual Revolut card. The amount of RevPoints you'll be entitled to will be shown in the app prior to when you confirm your Stay.

Pay later bookings are secured against your Revolut card. This means that if you do not show up for your booking, or if you cancel outside of the Stay's cancellation window (see below) your card will be charged the amount you owe.

## Need to cancel your booking?

Each Stay's booking and cancellation policy explains what happens if you cancel, and it will vary from provider to provider. Revolut has no control over the relevant Stay's booking and cancellation policy but it will impact our ability to manage any refunds for you. You will have seen key details about your Stay's policy when you selected the Stay in the app, and you'll be able to see what the free cancellation window is (if any) and the implications of cancelling (whether there's a refund/partial refund or no refund, whether we'll be recouping RevPoints and whether the accommodation provider will charge your Revolut card for an amount as a result of cancelling) in the app.

#### Cancelling a "pay now" booking

If your booking is refundable and you ask to cancel within the relevant Stays free cancellation window, you may be entitled to a refund. This may be a full or partial

refund, depending on the Stay's policy. If you are eligible, the Revolut entity that provides you with your Revolut account will credit your account with the relevant amount and will also reverse any RevPoints that you received on the booking. If your booking is non-refundable or you ask to cancel outside of the relevant Stay's cancellation windows, you will not be entitled to a refund. If your Stay is for a VRBO property and you ask to cancel outside of the free cancellation window, you will not be entitled to a refund of your service fee as this fee is non-refundable outside of the free cancellation window. Whether you are entitled to receive a refund for the amount of the deposit where you request to cancel depends on the cancellation policy for the particular VRBO property you booked.

#### Cancelling a "pay later" booking

All "pay later" bookings can be cancelled for free where the cancellation is made within the free cancellation window. If you cancel your booking within the free cancellation window, your Revolut card will not be charged by the relevant Stay. If you're looking to cancel a "pay later" booking outside of the free cancellation window, you may have to pay for all or some of the booking. This will be set out in the Stay's policy at the time you book. We'll also tell you how much this will be at the time you cancel in the app. This amount will be charged to your Revolut card.

### Need to change your dates, room, or number of guests?

If you want to change your dates, room, or number of guests, or your check-out time, it is up to the relevant Stay how they manage your booking amendments and/or cancellation. You can manage your Stay booking through the app, and we will confirm with Nuitee or Expedia (as applicable) whether your Stay agrees to your requested change/s. You will only be able to make a change if the Stay has availability for your new choice.

You may have to pay more if the price of what you are changing to is greater or if there are fees associated with your change/s (for example, if the Stay has a fee for a late check-out). Please refer to Nuitee's or Expedia's Terms and Conditions (as applicable) and the relevant booking and cancellation policy for your Stay for more information. Revolut has no control over whether your requested change/s will be approved by Nuitee or Expedia.

#### **VRBO** properties

For VRBO properties, you can request to change the dates, room, or number of guests, or your check-out time by clicking on the link in your VRBO booking confirmation email. This link will redirect you to a VRBO website page where you can manage your booking directly with VRBO's support team. VRBO's support team will

manage any changes to your booking directly with you without our involvement. If you want to request to change VRBO properties entirely, you may need to cancel your original booking and book your preferred VRBO property through the app - VRBO's support team will confirm what steps you need to take when you speak to them through the VRBO website page.

If your change is approved by VRBO, you may have to pay more if the price of what you are changing to is greater or if the deposit and/or service fee increase due to the change. VRBO's support team will confirm whether this applies and will arrange for payment directly with you. If your change results in a decrease in the amount of your Stay, VRBO's support team will confirm if you are entitled to a refund at all. Please refer to VRBO's Terms and Conditions and the relevant booking and cancellation policy for your Stay for more information. Revolut has no control over whether your requested change/s will be approved by VRBO, what additional steps you need to take to secure the change/s, and what additional payment may be required or what refunds you may be entitled to.

What happens if my Stay becomes unavailable?

If your Stay is no longer able to guarantee your booking, our Support team will try to help you find alternative accommodation. Our Support team will engage with you through the call or chat functionality in the Support inbox within the Revolut app to provide you with alternative options. If you accept an alternative Stay, we'll update your booking and cover the difference if the new amount is more than what you already paid for (you won't receive any more RevPoints). If the new amount is less, we won't refund you the difference or recoup the difference in RevPoints.

If at the time of booking your original accommodation you chose to pay later, then you'll be expected to pay for the new amount whether it is more or less and you'll receive RevPoints based on the new amount.

If you can't find a suitable alternative Stay in the app and choose to cancel your booking, you'll receive a refund even if this occurs outside of the Stay's free cancellation window, and we will recoup our RevPoints.

#### **VRBO** properties

If the VRBO property you booked becomes unavailable, we will let you know and ask that you reach out to VRBO's support team via the link in the VRBO booking confirmation email. VRBO's support team will help you find alternative accommodation. If you don't like any of the alternatives that VRBO's support team finds for you, you can cancel and receive a full refund from us even if it is outside of the VRBO property's free cancellation window. We won't credit your account with your RevPoints balance with RevPoints if you do not complete a VRBO property Stay.

### What happens if my booking is cancelled?

If we become aware that you are not complying with Nuitee's or Expedia's Terms and Conditions, VRBO's terms and conditions (if your Stay is a VRBO property), any booking and cancellation policies that apply to your Stay, these Terms, or the Personal Terms that apply to your Revolut account (together the "Applicable Terms") we reserve the right to cancel your booking. In this instance, you will not be entitled to any refund or any RevPoints for your bookings during the period where you have been in breach. We also have the right to reverse any RevPoints we already credited to your account for bookings where you were in breach at the time of those bookings or at the time we credited the RevPoints.

### What you need to know when booking VRBO properties

By confirming your Revolut card payment for your Stay at a VRBO property, you agree to pay a service fee and, if one applies, a deposit for potential damage and incidental fees (defined as a "VRBO deposit" above). The maximum amount of the VRBO deposit will be shown to you in the app before you confirm your Stay. The deposit is intended to cover any damage to the VRBO property caused by you or your guests during your stay, and the cost of repairs or work needed to fix the damage. In some cases, there will not be any VRBO deposit but your Revolut card details (those provided at the time of your booking) may be charged after your Stay is complete if VRBO confirms you or your guests caused damage to the VRBO property during your Stay. The maximum amount that could be charged to your Revolut card will be shown to you in the app before you confirm your booking.

At the end of the month after your Stay is complete, you will receive RevPoints for your VRBO booking as a credit to your account - the RevPoints will be a percentage of the amount of your VRBO property Stay excluding any applicable fees (e.g. the service fee and/or any additional charge for damage incurred). If you paid a VRBO deposit when confirming your booking, it will be refunded to you a few weeks after your Stay. If the VRBO property owner reports to VRBO that you or your guests caused damage to their property during your Stay and/or have incurred incidental fees, we will let you know and will confirm:

- how much money will be deducted from the VRBO deposit you paid at the time you confirmed your booking and/or how much money will be charged to your Revolut card to supplement the total damage cost; or
- if you did not pay a VRBO deposit at the time you confirmed your booking, how much money will be charged to your Revolut card to cover the total damage cost.

You have the right to challenge a claim that you damaged the VRBO property - please contact Revolut's Support team and provide supporting evidence so we can help you with your case. When you do this, we will contact VRBO and share the information you've provided us so that VRBO and the VRBO property owner can review the matter. We will then look to provide you with a final answer as soon as we can and we will confirm what evidence VRBO has shared with us about the matter. If we confirm that VRBO has changed their position, you will be entitled to a refund for the VRBO deposit (if you paid one at the time of confirming your booking) plus any extra that VRBO charged to your card.

#### Warranties

By booking an accommodation provider through the Revolut app, you promise that the information you provide in order to book your accommodation is true and correct.

### Permission for us to process your personal data in relation to Stays

When you book a Stay through the Revolut app, you will be asked to provide certain information in order to confirm the booking like your contact details, and other relevant information, so we can book the right type of room/accommodation provider for you. We will need to process this personal data and share it with Nuitee, Expedia or with VRBO (if your Stay is a VRBO property). Where you book a Stay and pay now, the information will include your given name and surname, your date of birth, your nationality, your phone number, email address and your billing address. If you are paying now but it is for a Stay at a VRBO property, we will also share your card number, security code and card expiry date. Where you book a Stay but choose to pay, we'll share the same information with Nuitee or Expedia as well as your card number, security code and card expiry date.

If you are booking a Stay for more than one guest, including a child, we also require the child's age. If you want to request a specific type of room or type of facilities at your accommodation provider, we may also obtain additional information from you through the app booking form such as whether you require wheelchair access, what type of sleeping arrangements you require, and whether you would prefer a smoking or non-smoking room. Please note that we cannot guarantee that your room will meet your expressed preferences as these are subject to the property's availability and acceptance.

We will share all personal data with Nuitee, Expedia or VRBO in encrypted form to ensure that it is safe and secure.

Nuitee, Expedia and VRBO will also need to share your personal data and also your cardholder data (if relevant) with your chosen Stay - please read Nuitee's and Expedia's Terms and Conditions and Privacy Policy, and VRBO's Terms and Conditions and VRBO's Privacy Policy to understand more about what personal data they will share with your Stay each time you book and how they protect your data. If your accommodation becomes unavailable and our Support team needs to help find you alternative accommodation, they will engage with you through the call or chat functionality in the Support inbox within the Revolut app. Our Support team will process any personal data you provide to us as part of that process, and will share your personal data with Nuitee, Expedia or VRBO so that we can confirm the new booking. Nuitee, Expedia or VRBO will subsequently need to share your personal data with the new accommodation provider to prepare for your visit. If our Support team needs to call you to discuss the alternative accommodation, calls may be recorded for training purposes which means we'll store your conversations on our systems but only for as long as we need it to develop the way we interact with customers in relation to Stays.

If you booked a VRBO property and it becomes unavailable, VRBO's support team will manage the matter directly with you and so VRBO's privacy policy will apply to the processing of your personal data.

We may also process your personal data where you submit a complaint (see the section below) or provide any feedback to us about your experience with the Stays product. We'll process this information so we can try to resolve any concerns you may have raised and so we can improve the Stays product going forward.

Revolut will process all personal data obtained as a result of your use of the Stays feature in compliance with the privacy notice that applies to your Revolut account.

## Not happy with the Stays service?

If you're not happy about the service you've received in relation to Stays, whether you've booked a Stay or not, we'll do our best to make things right where it's within our control. If you have a complaint about Stays as a feature or about your booking experience, please reach out to Support and let them know you want to make a complaint. We'll look into your complaint and try to resolve things via email as soon as we can. This will be a complaint against Revolut Ltd as the provider of the Stays service even if you hold a Revolut account with another Revolut entity. If your complaint relates to the underlying payment services you received in relation to Stays, please also reach out to Support and let them know you want to make a complaint. This will be a complaint against the Revolut entity that provides you with your Revolut payment account. If you are unhappy with how we deal with your complaint, you can refer the matter to the Financial Ombudsman Service if you are a

Revolut Ltd customer or to the Bank of Lithuania if you are a Revolut Bank UAB customer. Please refer to the Personal terms and any account specific terms that apply to your Revolut payment account for more information on complaints related to payment services.

Just so you know, Revolut Ltd can only handle complaints about the service we provide to you so we can help with anything to do with:

- the process for selecting and booking accommodation;
- managing payment for the accommodation under the "pay now" route and managing any refunds or cancellation where required (although the processing of those payments will be carried out by the Revolut entity that provides you with your account);
- the passing of your information to Nuitee, Expedia or VRBO to confirm or amend bookings;
- the engagement with you to help you book alternative accommodation where your original accommodation becomes unavailable; and
- to manage any customer complaints you have about your Stay with Nuitee, Expedia or VRBO on your behalf.

If you have a complaint about the Stays product, booking process, or the nature of or experience you had at your Stay, please reach out to Support. Support may refer you to Nuitee, Expedia, your accommodation provider or VRBO depending on which type of Stay you booked and the nature of your complaint.

## Taking action against Revolut in relation to Stays

The laws of England and Wales apply to these Terms. Despite this, you can still rely on the mandatory consumer protection rules of the country where you live. If you want to take legal action against Revolut in the courts, only the courts of England can deal with any matter relating to these Terms. If you live in another country outside the United Kingdom, you may be able to take other action in the courts where you live. If you want to take legal action against the Revolut entity that provides you with your Revolut payment account in relation to the underlying payment services provided to you as part of the Stays feature, legal action can be brought in the courts of England and Wales if you are a Revolut Ltd customer or in the courts of the Republic of Lithuania (or in the courts of any country where you have a statutory right to bring legal action under these Terms) if you are a Revolut Bank UAB customer. If you want to take action against Nuitee, Expedia or VRBO, please refer to the Nuitee or Expedia terms and conditions or the VRBO terms and conditions for information on your rights.

### Amendment to these Terms

We reserve the right to amend these Terms at any time and will try to give you notice ahead of doing so where we can.

## The English version of these Terms prevails

These Terms may be translated in other languages. The English version of these Terms applies and will prevail in the event of inconsistency with any translation.