

# General Terms and Conditions

## These terms as a framework agreement

1.1. These General Terms (“Terms”) constitute a framework agreement which sets out the terms of:

- (a) you and us entering into Revolut Transaction(s); and
- (b) the use of the Revolut Dashboard and other Revolut Services.

Before you can enter into Revolut Transactions and benefit from the Revolut Services with us you are required to:

1. Read these Terms and tick the box confirming the accuracy of the information provided and your acceptance and agreement with these Terms; and
2. Provide us with such documentation, photographs and information as we may reasonably request to comply with our regulatory obligations.

1.2. You will confirm and provide valid, accurate and correct Information to us. You undertake that, if any information provided to us changes, you will notify us and update any such information immediately. You shall be liable for any invalid, inaccurate and incorrect information which you may have provided to us. We shall not be liable for any losses arising out of your failure to maintain up to date information.

1.3. Your Information shall be stored and secured according to the terms of the Privacy Policy and as set forth in Section 29, below.

1.4. These Terms incorporate by reference the Website Terms, the Cookie Policy, the Privacy Policy, the Revolut Cardholder Terms, the Mobile App Terms and any supplements hereto. By accepting and agreeing to these Terms, you also agree to the Website Terms, the Cookie Policy, the Privacy Policy, the Revolut Cardholder Terms, the Mobile App Terms and any supplements, all of which are available on the Website.

By accepting and agreeing to these Terms you also understand and agree that your information is going to be shared with BEXS BANCO DE CÂMBIO S/A (“BEXS”), which is the financial institution responsible for receiving, processing and executing your

Foreign Exchange Transactions. You will agree to the BEXS' Terms (as defined below and set forth in Clause 38.1)

1.5 It is very important that you read and understand the terms and conditions governing: (i) the provision of the Revolut Services. in order to transfer funds, via Revolut, to your Revolut Account, you will first deposit funds, in Brazilian Reais, in a BEXS account in Revolut Brazil's name ("**Revolut BEXS Account**"). Second, upon your request to contract a Foreign Exchange Transaction with BEXS, Revolut Brazil will instruct BEXS to transfer your Funds deposited by you in Brazilian Reais to a transitory account, in your name with BEXS ("**Your BEXS Account**"). Third, BEXS will subsequently execute a Foreign Exchange Transaction and convert your Brazilian Reais into USD, with the BEXS Exchange Rates. Fourth, BEXS will order USD funds to be delivered to Revolut Singapore, which will then be directed to your Revolut Account; and (ii) your use of the relevant BEXS services and account (the "**BEXS' Terms**") before utilizing the Services.

To open Your Bexs Account, both BEXS and you are required to comply with BACEN's foreign exchange regulations.

Revolut is not responsible for any particular account provided by BEXS. We do not grant you any rights to use Your BEXS Account under the BEXS Terms. Any such rights shall be between you and BEXS under the BEXS' Terms. We are not a party to BEXS' Terms, which are between you and BEXS, and which may set out your rights and obligations with respect to the use of Your BEXS Account, including the terms and conditions applicable to its use, operation, or cancellation.

1.6 Once you have completed the above and you have passed our internal checks, we shall make the Revolut Dashboard available to you.

1.7 Revolut reserves the right to provide some or all Products and Services described herein. If a Product or Service is not offered in your jurisdiction, then the parts of these Terms related to such Product or Service shall not apply to you.

1.8 The terms that commence with capital letters are defined terms listed at the end of these Terms, in Schedule 1.

## **Regulatory Information**

2.1. These Terms are between you (the "User", "you" or "your") and Revolut Tecnologia Brasil Ltda. ("Revolut Brazil") and Revolut Technologies Singapore Pte. Ltd. ("Revolut

Singapore" - Revolut Singapore and Revolut Brazil are jointly referred to as "Revolut", "we", "us" or "our").

2.2. Revolut Brazil is a limited liability company incorporated in Brazil, under CNPJ No. 44.626.880/0001-81, with registered office at Rua Manoel da Nóbrega, 1280, CEP 04001-902, Paraíso, São Paulo/SP.

2.3. Revolut Singapore is a company incorporated in Singapore, under U.E.N. 201721013G, with registered office at 6 Battery Road, Level 3, Singapore 049909. Revolut Singapore is regulated as a Major Payment Institution by the Monetary Authority of Singapore (MAS) under the Payment Services Act (No. 2 of 2019) to carry on the business of providing Account Issuance Service, Domestic Money Transfer Service, Cross-border Money Transfer Service, Digital Payment Token Service, Merchant Acquisition Service, and E-money Issuance Service. You can verify this information at the MAS website [here](#). As a regulated entity, Revolut Singapore is required to comply with all applicable laws, regulations, notices and guidelines issued by the relevant government and regulatory authority.

2.4. Users are advised to read these Terms carefully.

### **Commencement, Term and Funding your Revolut Account**

3.1. These Terms shall commence on the day that Revolut confirms to you via the Mobile App that your Revolut Account has been approved, and shall continue until terminated in accordance with Clause 32 (Amendments to these Terms) and/or Clause 35 (Termination).

3.2. Your Revolut Electronic Money Account is an account issued by Revolut Singapore, in which Electronic Money, which Revolut has issued to you in exchange for receiving money from you or on your behalf, is stored. The Electronic Money in your Revolut Electronic Money Account may be used by you to enter into:

1. Revolut Dashboard Transactions; and
2. Revolut Card Transactions.

3.3. You may be required to provide supplemental information to us to be able to use all of the functionalities available.

3.4. When we hold Electronic Money for you, us holding the funds corresponding to the Electronic Money is not the same as a bank holding money for you in that:

(a) we cannot and will not use the funds to invest or lend to other persons or entities;

(b) your Electronic Money will not accrue interest; and  
(c) your Electronic Money is not covered by the Deposit Insurance Scheme in Singapore. The funds corresponding to Electronic Money will be held in one or more segregated bank accounts separately from our own funds.

3.5. We safeguard funds in your Revolut Electronic Money Account (or “Client Money”) in trust accounts held with our Safeguarding Institutions in Singapore, DBS Bank Ltd. and the Australia and New Zealand Banking Group Ltd. Our users’ Client Money are commingled in those trust accounts and held on trust by Revolut Singapore for our users. Our creditors cannot exercise any right of set-off against those trust accounts for any debt we owe, and the trust accounts are distinguishable and maintained separately from any other account in which we deposit our own money. All interest earned from the trust account shall accrue to Revolut Singapore and is not payable to users.

3.6 You are able to store multiple currencies in your Revolut Electronic Money Account. These currencies are subject to change from time to time.

### **Terminating your Access**

4. We may stop your access to the Revolut Dashboard and/or the Revolut Card on reasonable grounds for security reasons and as permitted by applicable laws.

If we do stop your access in such instances, we will inform you via the Mobile App and direct you to our customer services team via the chat function on the Revolut Dashboard.

### **The Revolut Dashboard**

5.1. The Revolut Dashboard is our portal where you can, among other things:

1. perform Top-Ups to your Revolut Account via Electronic Money Exchanges, Instant Transfers and Revolut Bank Transfers including recurring transfers (once accepting all charges as displayed on the Revolut Dashboard) to and from your Revolut Account;
2. access BEXSs systems to contract an exchange of Brazilian Reais into USD via a Foreign Exchange carried out by BEXS, and transfer USD to your Revolut Electronic Money Account;
3. transfer funds from your Revolut BEXS Account, via TED, to another User Bank Account;
4. review and accept or decline Instant Transfers to and from your Revolut Account;
5. verify your identity with us;
6. view your Revolut Transaction History;

7. view the balance and currency of the Electronic Money you hold in your Revolut Electronic Money Account and the funds you hold in your Revolut BEXS Account;
8. enable or disable your Physical Revolut Card or Virtual Revolut Card, change the PIN on your Physical Revolut Card or Virtual Revolut Card, and access other security features;
9. enable and disable location tracking; and
10. enter the details of your User Bank Account and your Stored Card(s).

5.2. You may access the Revolut Dashboard via the Mobile App or the Revolut App webpage [here](#).

## Your Revolut Card

6.1. If you register as a Standard User, once you have been accepted as a Revolut Account holder, we shall allow you to issue your Revolut Card, subject to any fees as may be applicable as set out in the [Fees Page](#) and in the Revolut Cardholder Terms.

6.2. Your use of the Revolut Card is subject to the Revolut Cardholder Terms, and to the laws and regulations applicable to the Revolut Card in Singapore.

6.3. You may activate and de-activate a Physical and virtual Revolut Card using the Revolut Mobile App. Failure to disable the Physical or virtual Revolut Card upon becoming aware of it being lost or stolen may mean that you lose your right to any compensation for an unauthorised Revolut Transaction.

6.4 Funds in any currency other than Brazilian Reais, loaded onto your Revolut Card, will be held by Revolut Singapore in your Revolut Account (more under Clause 8).

## Verification of Identity

7.1. You agree to cooperate with all requests made by us or any of our third party service providers on our behalf in connection with your Revolut BEXS Account or your Revolut Account, to identify or authenticate your identity or validate your funding sources or Revolut Transactions. This may include, but is not limited to, asking you for further information that will allow Revolut to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your Information against third party databases or through other sources. All your data will be secure and protected according to the terms set forth in our Privacy Policy.

7.2. We reserve the right to close, suspend, or limit access to your Revolut BEXS Account, Revolut Electronic Money Account and/or the Revolut Services in the event we

are unable to obtain, verify such Information or you do not comply with our requests under Clause 7.1 of these Terms.

7.3. We may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. Some of the searches which we or a third party may perform, such as a credit check, may leave a soft footprint on your credit history. This will not affect your credit rating. **By entering into these Terms, you confirm that you consent to us or a third party on our behalf to carry out such verifications and understand that such verifications are indispensable for us to provide our services to you.**

7.4. You must ensure the information on your Revolut BEXS Account and your Revolut Account is always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. Your Revolut Transaction Limit will be adjusted accordingly while we verify your identity.

### **Top-ups to your Revolut Electronic Money Account**

8.1. In order to top-up the Electronic Money in your Revolut Electronic Money Account in Singapore, you will need to perform a top-up via any method we make available to you from time to time.

8.2. We may, at our reasonable discretion (for example, without limitation, to limit fraud or credit risk), impose limits on the amount of money you can receive through Revolut Services. In order to increase your receiving limit, you must provide us with any supplemental information we request. If you have a top-up limit on your Revolut Electronic Money Account, you may be able to view it by logging onto your Revolut Dashboard and accessing the Profile section.

8.3. Where available on the Revolut Dashboard, you may also fund your Revolut Electronic Money Account in Singapore by entering into a User Bank Transfer or a Third Party Bank Transfer.

8.4. In connection with Clause 8.3 above, upon our receipt of the amount sent via User Bank Transfer (either performed within or outside of the Revolut Dashboard) or a Third Party Bank Transfer, we will issue the corresponding value of Electronic Money to your Revolut Electronic Money Account. The details of the bank account (belonging to Revolut) to send the money to will be set out on the Revolut Dashboard. Please take care (or ask the third party making a Third Party Bank Transfer to take care) to enter the correct bank account details when performing the User Bank Transfer or Third Party

Bank Transfer, to make sure the money reaches us. If we receive your money in a currency other than the currency you indicated to us when we provided you with the bank account details, then we will not be liable for any losses that you incur if our bank performs a currency conversion to change the money received into the currency of our bank account to which the money was sent.

## **Revolut Transactions**

9.1. The following are “Revolut Dashboard Transactions”:

1. “Electronic Money Exchange” means using Electronic Money, in your Revolut Electronic Money Account, in one currency to purchase Electronic Money in another currency using our Exchange Rates;
2. “Instant Transfer” – this means us sending Electronic Money into your Revolut Electronic Money Account or from your Revolut Electronic Money Account to the Revolut Electronic Money Account of a different Revolut User; and
3. “Revolut Bank Transfer” – this means us redeeming Electronic Money in your Revolut Electronic Money Account, with or without an associated Monetary Exchange taking place, and transferring the equivalent amount of money to the Counterparty Bank Account.

9.2. The following are “Revolut Card Transactions”:

1. “ATM Withdrawal” – this means you using your Physical Revolut Card and Card PIN to obtain cash internationally from an ATM with or without a Monetary Exchange taking place; and
2. “Revolut Card Purchase” – this means you using your Revolut Card to purchase goods and/or services from a merchant by entering the details of your Revolut Card and/or your Card PIN.

9.3. Revolut may refuse to enter into a Revolut Transaction with you at any time and for any reason.

9.4. Revolut provides virtual receipts for successful Revolut Transactions (including Instant Transfer and Bank Transfer transactions) undertaken by you. These transactions are also accessible on the Revolut Dashboard and are available via email. In addition to virtual receipts, merchants should provide you with receipts when you enter into a Revolut Card Purchase. Revolut will not and is under no obligation to provide you with a physical receipt or other written confirmation in connection with any Revolut Transaction.

## Exchange

10.1. You can exchange Electronic Money in your Revolut Electronic Money Account to Electronic Money in another currency by using the exchange function on the Revolut Dashboard. The currencies of Electronic Money which you are able to purchase and store in your Revolut Electronic Money Account are limited to those set out on the Revolut Dashboard and are subject to change from time to time without us being required to provide you with notice.

10.2. Brazilian Reais can only be converted from your Revolut BEXS Account into USD by a Foreign Exchange Transaction carried out by BEXS, that transfers your USD into your Revolut Electronic Money Account. USD can be converted into Brazilian Reais only from your Revolut Electronic Money Account to your Revolut Bexs Account. The only Foreign Exchange Transaction that you are allowed to contract is for Availability or return of Availability. BEXS is responsible for carrying out Foreign Exchange Transactions you request through the Revolut Dashboard. Revolut provides BEXS with technology and application programming interfaces to enable BEXS to provide you with its exchange services through the BEXS Platform.

10.3. Any exchanges of currencies to and from Brazil will be subject to the applicable Brazilian taxes and exchange laws and regulations.

10.4. You will be informed, on the Revolut Dashboard, prior to sending your request to enter into the Foreign Exchange or the Electronic Money Exchange, of:

1. the amount of Electronic Money you will use to purchase the amount of Electronic Money in your required currency;
2. the amount and currency of the Electronic Money you wish to purchase;
3. the Exchange Rate of the Electronic Money Exchange; and
4. the applicable IOF rates and respective amounts.

10.4. In order to submit your Foreign Exchange or Electronic Money Exchange order, you will need to confirm the details which have been entered by tapping the exchange button on the relevant part of the Revolut Dashboard.

10.5. By entering into these Terms, you accept sole responsibility for entering into the Foreign Exchange or the Electronic Money Exchange. Revolut will not be responsible for any losses you incur as a result of you using this function.

10.6. The request to enter into a Foreign Exchange or Electronic Money Exchange will be accepted by us when we confirm to you that the Foreign Exchange or the Electronic Money Exchange has been entered into, on the Revolut Dashboard.

10.7. The amount of Electronic Money you can exchange from your Revolut Electronic Money Account at the interbank rate is limited. Please refer to the Fees and Pricing Terms for more information on the interbank rate. It is your responsibility to stay informed of any changes to the limits and fees applied to any exchanges at the interbank rate.

10.8. You can transfer funds into your Revolut BEXS Account by PIX or TED, during the working hours in Brazil. You can only transfer funds out of your Revolut BEXS Account by TED, during the Brazilian working hours in Brazil, provided that you place your TED order with Revolut Brazil by 15:30 Brazil time. Any such transfer into or out of your Revolut BEXS Account can only be made to and from an User Bank Account (that is, an account held by you, under your CPF).

### **Instant Transfer**

11.1. From your Revolut Electronic Money Account, you can send money to, and receive money from, other Revolut accounts. We call these sorts of payments Instant Transfers. You can make an Instant Transfer to another Revolut User's account by choosing them as a recipient from the contacts list in the Revolut app and following the prompts. The recipient Revolut User will receive the transfer immediately.

11.2. Where applicable, you will need to enter the Counterparty's details requested on the Revolut Dashboard (the 'unique identifier') in order to request entry into an Instant Transfer. It is your responsibility to make sure that the Counterparty's unique identifier is entered correctly. Any error may result in the Instant Transfer being unsuccessful or delayed. We shall not be liable for any losses you incur from entering an incorrect unique identifier.

11.3. If the Counterparty is already a Revolut User, you will be informed on the Revolut Dashboard, prior to confirming your request to enter into the Instant Transfer, of:

1. the Counterparty's name;
2. the amount and currency of Electronic Money you wish to send to the Counterparty; and
3. the fees for the Instant Transfer (if any).

11.4. In order to submit the request to enter into the Instant Transfer, you will need to confirm the details which have been entered by tapping the button entitled "Send" on the relevant part of the Revolut Dashboard. Once you have provided confirmation (provided the Counterparty is a Revolut User), then at this time we will have been deemed to have received your request to enter into the Instant Transfer.

11.5. If the Counterparty is not a Revolut User, then the request to enter into an Instant Transfer shall be pending for 24 hours (excluding weekends and public holidays in Singapore). The request to enter into the Instant Transfer will not be deemed as received until the Counterparty is approved as a Revolut User, within the 24 hours (excluding weekends and public holidays in Singapore) that the Instant Transfer is pending. The Counterparty will receive an SMS with instructions on how to open a Revolut Account. You authorize Revolut to send an SMS to the Counterparty on your behalf. If the Counterparty does not sign-up to Revolut within 24 hours of the SMS being sent to them, then the pending Instant Transfer will be terminated.

11.6. If the Counterparty is not a Revolut User then:

1. the request to enter into the Instant Transfer will be pending and will not be deemed to have been received by us until the non-Revolut User has been accepted as a Revolut User;
2. the Instant Transfer should be completed at the latest by the end of the Business Day following the day upon which the Counterparty becomes a Revolut User, provided the Counterparty becomes a Revolut User before the pending Instant Transfer lapses.

11.7. Once your Electronic Money has been sent, you will be able to view the completed Instant Transfer on the Revolut Transaction History part of the Revolut Dashboard.

## **Group Vaults**

12.1. In your Revolut Electronic Money Account in Singapore, a group vault is an account set up and controlled by an individual Revolut user. All members of a group vault can send Instant Transfers to the vault, view vault transactions and exit the vault at any time.

12.2. Only the Revolut User who established the group vault (the owner) can take money out of it, close it, and add or remove members of the group vault. However, the owner of the group vault can grant withdrawal rights to any member of the group vault. You should only join a group vault, or send money to a group vault, if you trust the owner.

## **Revolut Bank Transfer and Monetary Exchange**

13.1. You can make a request to enter into a Revolut Bank Transfer from your Revolut Electronic Money Account by logging onto the Revolut Dashboard and following the on-screen instructions. You will need to enter the Counterparty Bank Account details. It

is your responsibility to make sure that the details of the Counterparty and the Counterparty Bank Account (the 'unique identifiers') are entered correctly. Any error in information may result in the Revolut Bank Transfer being unsuccessful or delayed. We shall not be liable for any losses you incur from entering incorrect Counterparty Bank Account details.

13.2. You will be informed on the Revolut Dashboard, prior to confirming your request to enter into the Revolut Bank Transfer, of:

1. the details of the Counterparty Bank Account;
2. the amount and currency of money you wish to send to the Counterparty; and
3. the fees for the Revolut Bank Transfer (if any).

13.3. In order to submit the request to enter into the Revolut Bank Transfer, you will need to confirm the details which have been entered by tapping the 'tick' button on the relevant part of the Revolut Dashboard.

13.4. The request to enter into the Revolut Bank Transfer or a Revolut Bank Transfer via recurring payments shall be deemed to be received at the time at which you provide your confirmation, except where the request to enter into a Revolut Bank Transfer would otherwise be deemed to be received on a day which is not a Business Day or is received after 4.00 pm, Singapore Time on a Business Day, in this event we have the right to treat the request to enter into the Revolut Bank Transfer as having been received on the next Business Day.

13.5. Where the Payment is denominated in SGD, or a currency other than SGD, we shall endeavor to ensure that we execute the Revolut Bank Transfer as soon as is reasonably practicable, and in any event, within 3 Business Days for domestic bank transfers within Singapore and 7 Business Days for cross border bank transfers.

13.6. For transfers to and from the Revolut BEXS Account, please refer to Clause 10.8.

13.7. If the currency of the Counterparty Bank Account (in accordance with the information provided by you on the Revolut Dashboard) is different from the currency of the Electronic Money you are using to enter into the Revolut Bank Transfer, then as part of the Revolut Bank Transfer we shall perform a Monetary Exchange to the appropriate currency prior to sending the money to the Counterparty Bank Account. In this event, you will be informed of the Exchange Rate for the Monetary Exchange prior to confirming the Revolut Bank Transfer.

13.8. You may revoke your request to enter into the Revolut Bank Transfer at any time prior to the end of the Business Day prior to the date upon which the Revolut Bank Transfer is due to take place.

13.9. Where applicable, you may revoke your request to enter into a recurring payment via Revolut Bank Transfer at any time prior to the end of the Business Day prior to the date upon which the Revolut Bank Transfer recurring payment is due to take place.

13.10. Once the Revolut Bank Transfer has been completed, you will be able to view the completed Revolut Bank Transfer on the Revolut Transaction History part of the Revolut Dashboard.

13.11. If, for whatever reason, the funds are not deposited in the Counterparty Bank Account and are returned to Revolut, they will be converted into the currency of the Electronic Money they were originally withdrawn from. Due to the difference in price for purchasing and selling currencies and/or fluctuations in currency exchange rates, the amount of Electronic Money you receive back into your Revolut Electronic Money Account may be more or less than what was originally redeemed to perform the Revolut Bank Transfer. Revolut is not liable for any losses you incur in this respect.

13.12. Some Counterparties accept payment by setting recurring payments to be deducted from your Revolut Electronic Money Account on a regular basis. The amount of the recurring payment and the intervals at which the payments will be deducted is determined by the arrangement between you and the relevant Counterparties and their terms and conditions will apply. If you wish to amend or cancel your recurring payment, you may only do this by contacting the Counterparties directly.

## **ATM Withdrawal and Monetary Exchange**

14.1. You can use your Physical Revolut Card to withdraw cash from ATMs, including internationally from ATMs in countries outside of Brazil. In such an event we will redeem Electronic Money in your Revolut Electronic Money Account and you will be provided with the equivalent amount of cash. You will need to follow the instructions on the ATM machine to perform the ATM Withdrawal. This may involve entering your Card PIN.

14.2. We do not charge for ATM Withdrawals up to the threshold set out in the Fees Page. If you withdraw more than the threshold, then each ATM Withdrawal will be subject to the fee set out in the [Fees Page](#).

14.3. If you choose to withdraw cash in a currency other than the currency for which you hold enough Electronic Money in your Revolut Electronic Money Account, then our Exchange Rate will be used.

14.4. If you choose to withdraw cash using the currency conversion offered by the ATM owner, Revolut has no liability to you for that currency conversion. Please note that the ATM provider may, in addition, charge its own fee for ATM Withdrawals which we have no control over or liability for.

### **Revolut Card Purchase and Monetary Exchange**

15.1. You can use your Revolut Card to purchase goods and/or services from a merchant either online or at a point of sale terminal anywhere that accepts the Revolut Card. In such an event we will redeem Electronic Money in your Revolut Electronic Money Account and the merchant will be sent, less any fees from Revolut (acting as Card Issuer), the equivalent amount of money. You will need to follow the instructions on the relevant website or point of sale machine to perform the Revolut Card Purchase. This may involve you entering the details of Revolut Card (the card number, expiry date and CVC number) or your Card PIN.

15.2. If you choose to be charged for your purchase in a currency other than the currency for which you hold enough Electronic Money in your Revolut Electronic Money Account, then our Exchange Rate will be used.

15.3. Where a currency conversion is offered to you by the merchant and you choose to authorize the payment transaction on the basis of the merchant's exchange rate and charges, Revolut has no liability to you for that currency conversion. You can find more information on this here.

15.4. Please refer to the Revolut Cardholder Terms for more details.

### **Receive Electronic Money**

16.1. If you receive funds into the Revolut BEXS Account or Electronic Money into your Revolut Electronic Money Account, we will send a notification to the Revolut Dashboard and display the payment in your Revolut Transaction History.

16.2. You can request a payment from another Revolut User to your Revolut Electronic Money Account by using the "Request Money" function or the "Split Bill" function or other functions made available to you from time to time on the Revolut Dashboard. You should only use this function for amounts owed to you and that are due for payment in full. This service may not be used as a debt collection or enforcement tool.

## Exchange Rates

17.1. The “Exchange Rate” means the:

1. “Standard Exchange Rate”;
2. “Non-Standard Exchange Rate”; or
3. The BEXS Exchange Rate provided by BEXS for the Foreign Exchange Transactions from Brazilian Reais to USD and from USD to Brazilian Reais.

Depending on the value of the Foreign Exchange, Electronic Money Exchanges and Monetary Exchanges carried out by you in the given month, further details of which are set out in the [Fees Page](#).

17.2. Generally, for major currencies during FX market hours the Standard Exchange Rate will be the interbank rate. However, in certain circumstances, it is not possible for the Standard Exchange Rate to be the interbank rate including when the FX market is closed on weekends or on public holidays or when your Exchange Rate involves illiquid currencies. It may also not be possible for the Standard Exchange Rate to be the interbank rate due to other external factors such as volatile market conditions, a system failure of Revolut or any other external factors. In such instances, the Standard Exchange Rate will be different from the interbank rate. Please consider the conditions of Section 1.5 and see the [Fees Page](#).

17.3. We will use the Exchange Rates set out in the [Fees Page](#), where we can, however you will be informed (where possible) of the exact Exchange Rate for each Revolut Transaction prior to your entry into the same. It is your responsibility to ensure that you are happy with the Exchange Rate we offer you, prior to entering into each Revolut Transaction. In addition, our live exchange rates are available on the Revolut Dashboard.

17.4. The exchange of Brazilian Reais into USD, and the exchange of USD into Brazilian Reais are subject to the following limits below:

- a) USD 9,999.99 per transaction; and
- b) 120K USD, in the aggregate, for the period of 12 months counted from the opening of the Revolut Account (such 12 month period will renew automatically).

## Your Balance and Negative Balances

18.1. You acknowledge that balances and available funds reported on the Revolut Dashboard are only approximate real time balances rather than the settled balances in your Revolut Electronic Money Account and your Revolut BEXS Account. A real time

balance may not take into account pending debits and credits. Revolut will provide you with information on pending debits and credits as soon as it has that information.

18.2. If for any reason (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers, due to transactions which take place outside Brazil business hours) you have a negative balance in your Revolut Electronic Money Account or your Revolut BEXS Account, you agree to immediately Top-Up the required amount to correct the negative balance, such amounts being due without the need for previous notification. If you fail to do so, we may:

1. exercise our right of set-off in accordance with Clause 22 (Our Right to Set-Off) of these Terms;
2. initiate a chargeback procedure for any specific transaction which led to your Revolut Electronic Money Account having a negative balance;
3. take debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts;
4. if Revolut requests that you complete a Top-Up in order to correct a negative balance and you fail to do so within 7 Business Days, where applicable, you authorize us to initiate a payment transaction for the amount of the negative balance (or the equivalent in another currency) from one of your Stored Cards or User Bank Accounts (as applicable).

## Security

19.1. You have an important role to play to ensure that your Revolut Account is protected from unauthorized access and use by practicing good security hygiene.

19.2. You must ensure that you take all reasonable steps to:

1. ensure that your Mobile and your Mobile PIN is kept safe and secure;
2. ensure that access to the Revolut Dashboard is kept safe and secure; and
3. ensure your Revolut Card PIN and other unique numbers (including CVC, expiry and card number) are kept safe and secure.

19.3. The requirement in Clause 19.2 includes, but is not limited to, you:

1. closing the Mobile App or Revolut App webpage every time you are not using or have finished using it;
2. keeping the Mobile you use to gain access to the Revolut Dashboard safe and secure and locked with a secure password or other security mechanism;
3. not writing down or telling anyone your Mobile PIN;

4. changing your Mobile PIN regularly;
5. if you receive any SMSs or emails, questionnaires, surveys, or other links that require you to provide your Mobile PIN, not providing your information and contacting our customer services team via the chat function on the Revolut Dashboard;
6. ensuring that the Mobile and e-mail account(s) you use to communicate with us are secure and only accessed by you, as the Mobile and e-mail address may be used to reset your Mobile PIN or to send information relating to the security of the Revolut Dashboard;
7. if at any time you think that your Mobile PIN has been lost, stolen or any other person knows your Mobile PIN or anyone has access to your e-mail account or Mobile you use to communicate with us, informing customer services immediately via the chat function on the Revolut Dashboard;
8. updating the Mobile App to the latest version available for your device as it may contain security updates;
9. keeping your Revolut Card safe and secure;
10. not writing down or telling anyone your Card PIN or details of the Revolut Card; and
11. disabling your Revolut Card via the Revolut Dashboard or otherwise reporting to us, at any time if you think the security of the Revolut Card is at risk, for example, if it is lost or stolen.

19.4. All Revolut Transactions are processed by automated methods, and anyone who obtains access credentials to the Revolut Dashboard or access to a Revolut Card could use it to enter into Revolut Transactions without your permission. Although Revolut has systems in place to detect fraudulent activity, you are responsible for monitoring the activity of your Revolut Account. If you notice any misuse, theft or unauthorized use of your Mobile, Revolut Card, Mobile PIN or Card PIN or any other suspicious activity, you must contact the customer services team and if possible, enable the appropriate security features on the Mobile App. Where applicable, you may be required to provide additional information strictly necessary for the purposes of our review and investigation. If you suspect identity theft or theft of Electronic Money, we suggest that you contact local law enforcement as well.

## **Restrictions on the use of the Revolut Services**

20.1. It is not permitted to:

1. use the Revolut Services for any illegal purposes, including, but not limited to fraud and money laundering, unlawful sexually oriented materials or services, counterfeit products, unlawful gambling activities, fraud, money laundering, the funding of terrorist organisations, the unlawful purchase or sale of tobacco,

- firearms, prescription drugs, other controlled substances or other products prohibited by law. Revolut will report any suspicious activity and cooperate with any relevant law enforcement agency or regulator;
2. use the Revolut Services to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides, or to obtain goods or services without paying the amount due partially or in full;
  3. breach these Terms, the Revolut Cardholder Terms (as applicable) or any other agreement or policy that you have agreed with Revolut or with Revolut (acting as Card Issuer);
  4. create more than one Revolut Account without our prior written consent;
  5. use the Revolut Services to violate any law, statute, ordinance, or regulation;
  6. use the Revolut Services for any illegal purposes including the purchase or sale, or the facilitation of the purchase or sale of, illegal goods or services;
  7. use the Revolut Services to conduct activities pertaining to adult entertainment/pornography, auction houses, charities, chemicals and allied products, dating and escort services, binary options, legal services, political or religious organisations, video game arcades or establishments and business claiming to trade in prime bank guarantees, debentures, letters of credit or medium term notes;
  8. infringe Revolut's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
  9. act in a manner that is defamatory, libelous, threatening or harassing when using the Revolut Services;
  10. provide us with false, inaccurate or misleading information;
  11. use the Revolut Services to engage in debt-collection activities;
  12. instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf;
  13. attempt to intentionally or knowingly receive or attempt to receive funds from both Revolut and a merchant for the same Revolut Transaction;
  14. control a Revolut Account that is linked to another Revolut Account that has engaged in any of these Restricted Activities;
  15. conduct your business or use the Revolut Services in a manner that is likely to result in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties or other liability to Revolut, other Users, third parties or you;
  16. use your Revolut Account or the Revolut Services in a manner that Revolut (acting as Card Issuer), Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
  17. allow any of the currencies in your Revolut Electronic Money Account to have a negative balance;

18. provide yourself with a cash advance from your credit card (or help others to do so);
19. take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; use an anonymising proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission; or interfere or attempt to interfere with the Revolut Services;
20. take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
21. use the Revolut Services to test credit card behaviors;
22. circumvent any Revolut policy or determinations about your Revolut Electronic Money Account including, but not limited to, attempting to create a new or additional Revolut Account when a Revolut Electronic Money Account has a negative balance or has been restricted, suspended or otherwise limited; creating new or additional Revolut Electronic Money Accounts using Information that is not your own (e.g. name, address, email address, etc.); or using someone else's Revolut Electronic Money Account;
23. harass our employees, agents, or other Users;
24. refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us;
25. use the Revolut Services in a manner that we believe may be a violation of any applicable electronic payment network rules, card association or network rules, or applicable law;
26. use the Revolut Services to trade FX for speculative purposes or for FX arbitrage;
27. refuse or fail to provide further information about you or your business activities that we may reasonably request in order to fulfill regulatory obligations or meet compliance specifications, according to applicable regulations and our policies;
28. conduct your business or use the Revolut Services in a manner that leads us to receive a disproportionate number of claims or chargebacks;
29. reveal your Mobile PIN or Card PIN to anyone or use anyone else's Mobile App or Revolut Card.

20.2. You must ensure that you only enter into Revolut Transactions relating to the sale or supply of goods and services in compliance with all applicable laws and regulations. The fact that a person or entity accepts payments via a Revolut Transaction is not an indication of the legality of the supply or provision of the goods and services.

20.3. We reserve the right to refuse to perform a Revolut Transaction directly or indirectly associated with any Restricted Country.

20.4. If Revolut, in its sole discretion, believes that you may have breached the provision of this Clause, we may take action to protect ourselves, other Users and third parties. The action we may take includes but is not limited to:

1. closing, suspending, or limiting your access to your Revolut Electronic Money Account or Revolut BEXS Account, or any or all of Revolut Services;
2. Inform BEXS to adopt the measures related to Your BEXS Account;
3. contacting other Users who have transacted with you; contacting your bank or credit card issuer; and/or warning other Users, law enforcement, BEXS, or impacted third parties of your actions;
4. updating inaccurate Information you have provided to us;
5. taking legal action against you;
6. terminating these Terms or access to the Website;
7. fully or partially reversing a Revolut Transaction; and/or
8. blocking your access to your Revolut Electronic Money Account, Revolut BEXS Account and/or Revolut Dashboard temporarily or permanently.

20.5. Where possible or required under applicable laws and regulations, Revolut will provide you with the relevant information regarding the actions imposed, but we may be unable to do so in accordance with the appropriate law including avoiding disclosing protected third party information or interfering in the course of an investigation.

### **Revolut Transaction Limits**

21.1. We reserve the right to impose at our sole discretion Revolut Transaction Limits, based on criteria determined by us and that does not have to be disclosed.

21.2. You may be able to view some of these Revolut Transaction Limits by logging onto the Revolut Dashboard. Revolut may, from time to time, provide you with procedures or methods to remove or increase such limits. We reserve the right to remove Revolut Transaction Limits from the Revolut Dashboard.

### **Suspending Your use of the Revolut Services**

22.1. We reserve the right to change, suspend or discontinue any aspect of the Revolut Services at any time, including hours of operation or availability of the Revolut Services or any Revolut Services feature, without notice and without liability.

### **Our Right to Set-off**

23.1. On the happening of any event which entitles us to be compensated by you (including, but not limited to, negative balances due to transactions which take place outside Business Hours, or any technical errors on our behalf or on behalf of our third-party providers), we shall be entitled to recover any sum due to us by retaining part or all of any sum that you have in your Revolut Electronic Money Account, lodged with us under any Revolut Transaction or otherwise. You shall have no similar right of set-off. For the avoidance of doubt, this includes if one of the currency balances in your Revolut Electronic Money Account shows that you owe us an amount of funds for any reason or has a negative balance, Revolut may set-off the amount you owe us by using funds you maintain in that currency or in a different currency balance or by deducting amounts you owe us from money you receive into your Revolut Electronic Money Account, or money you attempt to withdraw or send from your Revolut Electronic Money Account, or in a different Revolut Electronic Money Account which you control and by deducting funds from any withdrawals you attempt to make.

23.2. On the happening of any event which entitles us to be compensated by you, if for whatever reason we are unable to exercise our right of set-off pursuant to Clause 23.1, we may initiate a payment transaction for the amount we are due to be compensated by you from one of your User Bank Accounts.

23.3. If the amount owed to us is in a currency which is different to the money or Electronic Money you hold with us in your Revolut Account, we shall convert the amount you hold with us in your Revolut Account to the currency of the amount you owe us by applying our Exchange Rates. We do not need to notify you of this conversion occurring.

23.4 We will never convert Brazilian Reais held in the Revolut BEXS Account or Your BEXS Account into any foreign currency in order to set-off any amounts due in any foreign currency in your Revolut Account.

### **Our liability with respect to Instant Transfers, Revolut Bank Transfers, ATM Withdrawals and Revolut Card Purchases**

24.1. You warrant that you are an individual acting solely on your own behalf and are acting for a purpose other than a trade, business or profession.

24.2. If you believe that an Instant Transfer, Revolut Bank Transfer, ATM Withdrawal and/or a Revolut Card Purchase has been incorrectly executed or was not authorized by you, you must inform us as soon as possible via the chat function on the Revolut Dashboard.

24.3. Where it is established that an Instant Transfer, Revolut Bank Transfer, ATM Withdrawal and/or a Revolut Card Purchase was not authorized by you, or was incorrectly initiated or executed by us (provided we can prove such incorrect transaction has taken place) and you have notified us, a Revolut Bank Transfer, an ATM Withdrawal or a Revolut Card Purchase (in this case within 90 days after the acknowledgment of the purchase), unless Clause 23.3 applies, we shall refund the full amount to your Revolut Account.

24.3. You will be liable for all losses incurred in respect of an Instant Transfer, a Revolut Bank Transfer, ATM Withdrawal and Revolut Card Purchase made by us which was not authorized by you, if you have acted fraudulently, or have intentionally or with gross negligence failed to comply with the obligations set out in Clause 19 (Security).

## **General liability**

25.1. You can reach us via the chat function on the Revolut Dashboard.

25.2. We shall not be liable for non-execution or defective execution in relation to an Instant Transfer or Revolut Bank Transfer we have made in accordance with a unique identifier given to us by you which proves to be incorrect. However, we shall make reasonable efforts to recover funds involved in that transaction and may charge you for doing so, including passing on to you charges made by intermediary banks and/or the payee's bank for their assistance in the tracing process.

25.3. We are not liable to you for the correct execution of an Instant Transfer, a Revolut Bank Transfer, an ATM Withdrawal or a Revolut Card Purchase, if we can prove to you (and where relevant, to any payee's payment services provider) that the payee's payment services provider received the payment within the appropriate time period. We will however, upon your request, make efforts to trace any non-executed or defectively executed payment transactions or any Revolut Bank Transfers which were correctly executed to an account which is deemed fraudulent and notify you of any outcome involving our investigation.

25.4. Please note that any restriction on your liability in relation to an unauthorized or incorrectly executed payment transaction does not apply to losses arising from and/or in relation to Electronic Money Exchanges or Monetary Exchanges.

25.6. We shall not be liable to you for any:

1. loss or damage which you may incur as a result of losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control, which would have been unavoidable despite all efforts to the contrary, which

might for example include delays or failures caused by problems with another system or network, mechanical breakdown or data-processing failures;

2. consequential or indirect loss (such as loss of profits or opportunity) you may incur as a result of us failing to perform our duties under a Revolut Transaction; or
3. losses as a result of us taking action (or not taking action) as necessary to meet our legal obligations.

25.7. You are responsible for all liabilities, financial or otherwise, incurred by Revolut (acting as Card Issuer), Revolut, a Revolut User, or a third party caused by or arising out of your breach of these Terms, your use of the Revolut Services, and any use of your Revolut Account. You agree to reimburse Revolut (acting as Card Issuer), Revolut, a Revolut User, or a third party for any and all such liability, to the extent not prohibited by applicable law.

25.8. You remain liable under these Terms in respect of all charges and other amounts incurred through the use of your Revolut Account at any time, irrespective of termination, suspension or closure.

25.9. You alone are responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the Revolut Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. You are liable to the state and other subjects for fulfillment of all tax obligations independently. Revolut shall not be responsible for the execution of tax obligations, or calculation and transfer of taxes applied to you.

25.10. You agree to defend, reimburse or compensate us (known in legal terms to “indemnify”) and hold Revolut, our third party providers, our employees or agents who are authorized to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your breach of these Terms, breach of any law and/or use of the Revolut Services.

25.11. Nothing in these Terms shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability which cannot be excluded or amended under Singapore and Brazilian law.

25.12. In no event shall Revolut be liable for loss of profits or any special, incidental or consequential damages arising out of these Terms or otherwise in connection with the Revolut Services, howsoever arising.

25.13. We are not liable for any loss you incur resulting from your use of the Revolut Card which shall be the sole responsibility of Revolut (acting as Card Issuer) and subject to the Revolut Cardholder Terms (as applicable).

25.14. To the extent permitted by applicable law, Revolut is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

1. your inability to use the Revolut Services for whatever reason;
2. delays or disruptions in the Revolut Services not attributable to Revolut;
3. viruses or other malicious software obtained by accessing the Website or any associated site or service;
4. glitches, bugs, errors, or inaccuracies of any kind in the Revolut Services;
5. the content, actions, or inactions of third parties;
6. a suspension or other action taken with respect to your Revolut Account;
7. your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to these Terms or Revolut's policies; and/or
8. illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data.

### **Withdrawing funds**

26.1. You may withdraw funds from your Revolut Electronic Money Account by entering into a Revolut Bank Transfer and choosing a User Bank Account as the Counterparty Bank Account or by entering into an ATM Withdrawal or by using any other available method on the Revolut Dashboard or otherwise notified to you from time to time.

26.2. Revolut is not responsible for the withdrawal payment once the funds are received by your payment service provider as Revolut is the payer and not the payment service provider for withdrawals.

26.3. You may withdraw funds from the Revolut BEXS Account by TED, during the Brazilian working hours in Brazil, provided that you place your TED order with Revolut Brazil by 15:30 Brazil time. Any such transfer out of your Revolut BEXS Account can only be made to an User Bank Account (that is, an account held by you, that is, to an account under your CPF).

## **Closing your account**

27.1. Your Revolut Account will be closed at the end of the term of these Terms in accordance with Clause 3.1 or upon termination of these Terms in accordance with Clause 32 (Amendments to these Terms) and Clause 35 (Termination). You accept that after your Revolut Account has been closed, Revolut will store personal data about you and your Revolut Transactions for the period required under applicable laws in Singapore and Brazil.

27.2. If your Revolut Electronic Money Account holds a balance at the time of its closure, we may ask you to withdraw your funds within a reasonable period of time, during which your Revolut Electronic Money Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period you will not be able to access your Revolut Electronic Money Account but you may withdraw any remaining funds for a period of six years from the date of closure of your Revolut Account by contacting customer service and requesting that the funds be sent to you by returning the funds by either a card refund or bank transfer. When your Revolut Account is closed, any pending instructions will be canceled.

27.3. You may not close your Revolut Account to evade an investigation. If you attempt to close your Revolut Account while Revolut is conducting an investigation, it may freeze the account to protect all parties to the Revolut Services, its affiliates, or a third party against any liability. You will remain liable for any obligations related to your Revolut Account even after it is closed.

## **Notice and communications**

28.1. You agree and consent to electronic receipt of all Communications that we provide in connection with the Revolut Services. We will provide Communications to you by making them available on the Revolut Dashboard or by emailing them to you at the primary email address listed in your Revolut Account Profile.

28.2. It is your responsibility to enable and monitor the transaction notifications sent to you via the Revolut Dashboard and registered email account (where applicable). It is your responsibility to ensure that you log onto the Revolut Dashboard regularly and regularly review the Revolut Dashboard, the Website and your primary email address and open and review communications that we deliver to you through those means. You are obligated to review your notices and Revolut Transaction History, and to promptly report any questions, apparent errors, or unauthorised Revolut Transactions. Failure to contact us in a timely manner may result in loss of funds or important rights.

28.3. We may contact you from time to time to notify you of changes or information regarding your Revolut Account. It is your responsibility to ensure you regularly check the Revolut Dashboard and that your contact information stored on your profile in the Revolut Dashboard is up to date. You may contact us in accordance with these Terms via the chat function on the Revolut Dashboard.

## Data

29.1. To provide the Revolut Services under these Terms we need to collect information about you. Under data protection law, we are what is known as the 'data controller' of your personal information. For more information about how we use your personal information, see our Privacy Policy.

29.2. By entering into these Terms, you are giving us permission to gather, process and store your personal information for the purpose of providing our Revolut Services to you. This doesn't affect any rights and obligations you or we have under data protection law.

29.3. You can withdraw your permission by closing your Revolut Electronic Money Account and the BEXS Revolut 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 the Revolut Services, but we may need to keep your information for other legal reasons.

## Intellectual Property

30.1. The Revolut Dashboard and the Website and all intellectual property rights contained therein, including but not limited to any content, are owned or licenced by us. Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). Revolut's intellectual property include "Revolut.com," "Revolut", "Beyond Banking", "the Global Money App" and all logos related to the Revolut Services. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Revolut. You may not copy, imitate, or use them without our prior written consent.

30.2. We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and free to use them as we see fit.

30.3. Nothing in these Terms grants you any legal rights in the Revolut Dashboard and/or the Website, other than as necessary to enable you to access the Revolut Dashboard. You agree not to adjust or try to circumvent or delete any notices contained on the Revolut Dashboard (including any intellectual property notices) and in particular

in any digital rights or other security embedded or contained within the Revolut Dashboard.

## **Customer Support and Complaints**

31.1. We take all feedback and queries seriously. Any issues about us or feedback/query regarding the services we provide should be addressed to the chat function on the Revolut Dashboard. You can also send an email to [feedback@revolut.com](mailto:feedback@revolut.com).

31.2. You have the right to complain if your issues/queries are not solved in the chat function on the Revolut Dashboard. For that you can send an email to [ouvidoria@revolut.com](mailto:ouvidoria@revolut.com) or use the WebForm. Our complaints procedure (available on our Website) sets out the process for submitting and resolving any complaints. You may request a copy of our complaints procedure at any time by contacting customer services via the chat function on the Revolut Dashboard. A final response to your complaint, or a letter explaining why the final response has not been completed, will be sent to you within 10 Business Days of your complaint having been made. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.

31.3. At your discretion, you can access BEXS for any complaints, queries or feedback related to the Foreign Exchange Transactions or any of the services provided by BEXS under the BEXS Terms, by sending an email to [sac@bexs.com.br](mailto:sac@bexs.com.br).

## **Amendments to these Terms**

32.1. These Terms may be amended unilaterally by us, by providing you with one month's notice. These changes will be deemed to have been accepted by you where you do not, before the proposed date of the entry into force of the changes, notify us to the contrary. If you do notify us to the contrary, your notification will be deemed to be a notice that you wish to close your Revolut Account and terminate these Terms on the date upon which the changes are to take effect.

32.2. Where an amendment to the Terms is required by law or relates to the addition of a new service, extra functionality to the existing Service, a reduction in the cost of the Services or any other change which neither reduces your rights nor increases your responsibilities, the amendment may be made without prior notice to you and shall be effective immediately.

## **Fees**

33.1. The fees we charge for the Revolut Services are set out in the separate Fees and Pricing Terms here to these Terms. We will provide you with notice of any changes to

the Fees and Pricing Terms in accordance with these Terms. It is your responsibility to stay informed and review these changes once we have provided you notice of a change to our fees.

33.2. The fees we charge for any other transactional fees are clearly shown on the Revolut Dashboard prior to you completing an action and accepted by you or a User.

33.3. We shall deduct the fees that you owe us from the USD currency balance in your Revolut Electronic Money Account. If there is not enough USD balance in your Revolut Electronic Money Account, we shall deduct the equivalent fees from a different currency balance(s) using our Exchange Rates, excluding Brazilian Reais. We reserve the right to suspend your access to your Revolut Services if we are not paid any monies owing to use by you on time.

33.3. Fees for the delivery of replacement Physical Revolut Cards shall be charged at the time the request for Physical Revolut Card is made. If your Revolut Electronic Money Account balance is insufficient to cover the fees for the delivery of the replacement Physical Revolut Card, then we may refuse to issue the replacement Physical Revolut Card. If your Physical Revolut Card has been lost, stolen or misappropriated we will only charge you for the costs associated with replacing your Physical Revolut Card and sending it to your applicable jurisdiction.

33.4. ATM Withdrawal fees will be charged at the time the ATM Withdrawal is performed. If your Revolut Electronic Money Account balance is insufficient to cover the ATM Withdrawal fees, we may refuse to execute the ATM Withdrawal. Please be aware that some ATM providers charge additional fees for the use of their ATMs and some merchants add a surcharge for accepting certain types of cards. You may also be subject to the merchant's terms and conditions of business when you use the Revolut Card and it is your responsibility to review and agree these before proceeding with a Revolut Card Transaction.

## **No Warranty**

34.1. The Revolut Services are provided on an "as is", "as available" basis and without any representation or warranty, whether express, implied or statutory. Revolut, and the officers, directors, agents, joint ventures, employees and suppliers of Revolut, make no representation or warranty of any kind whatsoever for the services or the content, materials, information and functions made accessible by the Revolut Services used on or accessed through the Revolut Services, or for any breach of security associated with the transmission of sensitive information through the Revolut Services.

34.2. Revolut does not warrant that the Revolut Services will be uninterrupted or error free. Revolut shall not be responsible for any service interruptions not under its control, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of Revolut Transactions or the Revolut Services.

34.3. Revolut does not have any control over the products or services that are paid for using the Revolut Services.

34.4. Revolut is not responsible for the quality, performance, or any consequential results of the products and/or services purchased using the Revolut Services.

## Termination

35.1. Revolut, in its sole discretion, may terminate these Terms at any time, by giving you two months' notice. The termination of these Terms will not affect any of our rights or your obligations arising under these Terms.

35.2. You may terminate these terms at any time by providing us with written notice , such notice to be provided using the chat function on the Revolut Dashboard. Please note that to close Your BEXS Account, [you must provide BEXS with a separate written notice, such notice to be provided to [sac@bexs.com.br](mailto:sac@bexs.com.br).

35.3. Without prejudice to any rights that have accrued under these Terms, or any party's other rights or remedies, either party may at any time terminate these Terms with immediate effect by giving written notice to the other party if:

1. the other party commits a material breach of any term of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
2. the other party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms;
3. the other party is subject to a bankruptcy, insolvency, winding up or other similar event; and/or
4. the result of laws, payment scheme rules, regulatory authority rules or guidance or any change in or any introduction thereof (or change in the interpretation or application thereof) means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from these Terms.

35.4. Without prejudice to any rights that have accrued under these Terms or any of the party's rights or remedies, we may at any time terminate these Terms with immediate effect by giving written notice to you if:

1. we are unable to verify your information in the manner set out in these Terms;
2. you die;
3. we have reason to believe that your use of the Revolut Services: damages, corrupts, degrades, destroys and/or otherwise adversely affects the Revolut Services, or any other software, firmware, hardware, data, systems or networks accessed or used by you;
4. there is a significant fluctuation (either positive or negative) in the aggregate number of Revolut Transactions you enter into;
5. you have acted or omitted to act in any way which we reasonably determine to diminish Revolut's (acting as Card Issuer or otherwise) business operations and/or reputation and/or goodwill and/or which we reasonably determine or suspect to give rise to any offense or any increased risk or liability to us; and/or
6. we are unable to provide the Revolut Services to you through the inability of any third party to provide us with any good and/or service that we require to provide the Revolut Services to you.

35.5. Other actions we may take. If you have breached the terms of these Terms (including a breach of your obligation to pay us any amount owing), we are otherwise entitled to terminate these Terms, or we may: suspend your use of the Revolut Services (in whole or in part) in which case we will not treat any order for a Revolut Transaction that you may wish to make as being received by us; report any Revolut Transaction or any other relevant information about you and your use of the Revolut Services to the relevant regulatory authority, law enforcement agency and/or government department; and/or if appropriate, seek damages from you.

35.6. Termination of these Terms requires the closing of your Revolut Electronic Money Account in accordance with Clause 26 and the termination of all Revolut Cards and the associated Revolut Cardholder Terms (as applicable). Revolut will deal with your remaining balance in accordance with these Terms and the Revolut Cardholder Terms (as applicable).

35.7. Any terms which by their nature should survive, will survive the termination of these Terms.

## Third Party Providers

36.1 If applicable, you can choose to allow a Third Party Provider (TPP) to access information on your Revolut Account, to combine and display information about your Revolut Account with information from accounts you have with other payment service providers, and, if applicable to your Revolut Card, to make payments for you from your Revolut Account, provided the TPP is authorized by the Monetary Authority of Singapore and/or BACEN, as the case may be.

36.2 If you do, you must keep us informed of any incorrect or unauthorized transactions that happen so we can take steps to stop further misuse of your Card and arrange any refund you've been entitled to.

36.3 If you are thinking of using a TPP, it is important you check with the applicable regulator whether it is authorized before you use it.

36.4 We can refuse or stop access to a TPP if we're concerned it isn't authorized or if we believe it's fraudulent or acting fraudulently. If that happens, we'll contact you to explain why unless we believe that would compromise our security or it would be unlawful.

## Miscellaneous

37.1. In order to use other functions of the Revolut Services, you may be requested to accept other terms and conditions, either with Revolut or with a third party.

37.2. To be eligible to use the Revolut Services, you must:

1. pass our regulatory due diligence checks;
2. not be in breach of these Terms; and
3. not have had any previous Revolut Account closed by us.

37.2. These Terms shall be governed by the laws of Singapore and Brazil.

37.3 We may report any unlawful activity (or suspected unlawful activity) by you or another person to the police or other appropriate authorities, and cooperate with them in any investigation. We may also require your reasonable cooperation in alternative dispute resolution procedures as a means of disputing or issuing any claims in relation to these Terms.

37.4. These Terms do not intend to confer any benefit on any third party and no third party shall have the right to enforce these Terms or any Revolut Transactions.

37.5. The Electronic Money in your Revolut Electronic Money Account belongs to the person or legal entity which is registered as the Revolut Account holder. We recognise only the rights of the holder of the Revolut Account. You cannot assign or transfer legal ownership of the Revolut Electronic Money Account to anyone.

37.6. Except for IOF - which will be calculated, withheld and paid directly to the Brazilian Tax Authority by BEXS, it is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your Revolut Transactions, or for collecting, reporting or remitting any taxes arising from any Revolut Transactions. In certain circumstances, the laws of the country in which you carry out a Revolut transaction may permit Revolut to collect from you stamp duty or other tax up to the maximum amount specified by applicable laws. It is your responsibility to comply with any and all applicable tax laws in connection with your use of the Revolut Services, including without limitation, the reporting and payment of any taxes arising in connection with Revolut Transactions made through the Revolut Services. Notwithstanding, BEXS will be responsible for calculating, withholding and paying your IOF taxes directly to the Brazilian tax authorities. Otherwise, all the conditions of this Section will apply.

37.7. If we fail to enforce any of our rights under the Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.

37.8. You may not transfer or assign or sell any rights or obligations you have under these Terms or otherwise grant any third party a legal or equitable interest over your Revolut Electronic Money Account without Revolut's prior written consent. Revolut reserves the right to transfer or assign these Terms or any right or obligation under these Terms at any time.

37.9. We may comply with any subpoena, levy, or other legal process which we believe to be valid. We may notify you of such a process electronically, by phone, or in writing.

37.10. Revolut (acting as Card Issuer or otherwise) has the right to change any of its third-party service providers, including without limitation the Card Processor, with or without notice.

37.11. Revolut reserves the right, but shall have no responsibility, to edit, modify, refuse to post or remove any provider content, in whole or in part, that in its sole and absolute

discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms.

37.12. Unless stated otherwise in these Terms, if any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

37.13. We do not provide advice and contract on an execution only basis. We may provide information to you from time to time, for example via the Revolut Dashboard or the Website, but we will not and do not provide advice to you either upon the merits of a proposed Transaction or upon any other matter. Before entering into any Revolut Transaction you must make your and their own independent assessment as to whether it is appropriate to enter into a Revolut Transaction based upon your own judgment and upon such advice from such advisers as you consider necessary. It is an express term of every Revolut Transaction which you enter into with us that you are not relying upon any communication (written or oral) made by us as constituting advice about or a recommendation to enter into such Revolut Transaction. Foreign currency exchange rates are subject to fluctuations outside our control. Past movements or trends in the movement of foreign currency exchange rates should not be taken as an indicator of future movements in such exchange rates.

37.14. Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms.

37.15. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

37.16. The Schedules form part of these Terms and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

37.17. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

37.18. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

37.19. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

37.20. These Terms shall be binding on, and ensure to the benefit of, the parties to these Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

37.21. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

37.22. A reference to writing or written includes email and the chat function on the Revolut Dashboard.

37.23. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

37.24. These Terms shall be issued simultaneously in identical counter copies in English and Portuguese. If there are any inconsistencies or disputes between the English and the Portuguese versions, the Portuguese version shall prevail.

37.25. A reference to these Terms or to any other agreement or document referred to in these Terms is a reference to these Terms or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time. References to Clauses and Schedules are to the Clauses and Schedules of these Terms and references to paragraphs are to paragraphs of the relevant Schedule.

37.26. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

37.27. Supplements to these Terms are an integral part of these Terms, under which you and Revolut agree on usage of specific services as defined in the supplements.

37.28. The definitions set out in Schedule 1 apply to these Terms.

### **Compliance Representation**

38.1. You declare that all information provided by you to Revolut Singapore, Revolut Brazil and to BEXS is an expression of the truth and that the funds transacted herein have a lawful origin.

38.2 You declare that you are aware of and understand the Law 9,613/1998, as amended from time to time, which provides for the crimes of money laundering and other offenses, and that you are aware of and understand the complementary rules and regulations issued by BACEN related thereto.

38.3 For the purposes of opening Your BEXS Account, you declare that you are aware of, understand and accept the BEXS' "Rules for Opening, Operating, Maintaining and Closing Deposit Accounts"

38.4. In compliance with the LGPD, and with the aim of ensuring transparency in the processing of your personal data, BEXS makes the BEXS Privacy Policy available at [www.bexs.com.br](http://www.bexs.com.br).

We and BEXS recommend that you read it carefully. Any queries in relation to the BEXS Privacy Policy should be addressed to BEXS, via the channels provided for in the BEXS Privacy Policy.

## Schedule 1 — Definitions

“ATM Withdrawal” has the meaning set out in Clause 9.2(a).

“Availability” means transferring currency from your account in Brazil to your foreign account abroad, as per BACEN’s foreign exchange regulations.

“BACEN” means the Brazilian Central Bank.

“BEXS” means BEXS Banco de Câmbio S.A., a financial institution authorized and regulated by the Brazilian Central Bank, and duly incorporated in Brazil, in the State of São Paulo, City of São Paulo, with offices at Av. das Nações Unidas, 11633, Brooklin Paulista, CEP 04578-901 and enrolled under the Legal Entity National Registration n. 13.059.145/0001-00.

“BEXS Platform” means BEXS’ digital technological solution for carrying out the Foreign Exchange Transactions, and which is fully integrated with Revolut’s digital platform.

“BEXS Privacy Policy” means the privacy policy of BEXS, which is published and available at [www.bexs.com.br](http://www.bexs.com.br)

“Brazil” means the Federative Republic of Brazil.

“BRL (Brazilian Reais)” means the lawful currency of Brazil.

“Business Day” means a day other than a Saturday, Sunday or public holiday in Singapore and/or Brazil

“Card Issuer” means Revolut Technologies Singapore Pte. Ltd. which is licensed by a card scheme to issue Revolut Cards and manage the associated funds across the Visa network.

“Card PIN” means personal identification number, which is associated with your Revolut Card and allows you to enter into Revolut Card Transactions.

“Card Processor” means a third-party payment network card (e.g., Global Processing Services) processor.

“Communications” means information provided relating to your Revolut Account or any Revolut Transaction, including: any agreements and policies you agree to, (e.g., these Terms) including updates to these agreements or policies; disclosures and notices, including prospectuses and reports for transaction receipts or confirmations; Revolut Account statements and history; and payments authorisations and transaction receipts or confirmations; documents; and any other information related to your Revolut Account or the Revolut Services.

“Cookie Policy” means the Cookie Policy relating to the Website which can be found on our Website.

“Cooling-Off Period” means your fourteen (14) days cancellation right to cancel your Premium Subscription, starting from the day you first sign up for your Premium Services.

“Counterparty” means the person you wish to send Electronic Money or money to.

“Counterparty Bank Account” means the bank account of the Counterparty.

“CPF” means the “Cadastro de Pessoa Física” in Brazil, the national taxpayers identification number issued by the Brazilian Federal Revenue.

“Electronic Money” means electronically stored value represented by a claim against Revolut.

“Electronic Money Exchange” has the meaning set out in Clause 9.1(1).

“Exchange Rate” has the meaning set out in Clause 16 and the Fees and Pricing Terms.

“Fees and Pricing Terms” means the separate fees and pricing terms outlining the fees we charge in relation to the Revolut Services, which can be found [here](#).

“Force Majeure Event” means an event which is beyond the reasonable control of an affected party including without limit any market disruption, acts or restraints of government(s) or public authorities, war, revolution, strikes or other industrial action, fire, flood, natural disaster, explosion, terrorist action, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement or other equipment or systems.

“Foreign Exchange” means the exchange transaction carried out by BEXS to exchange your Brazilian Reais into USD, and transfer your USD into your Revolut Electronic Money Account.

“Information” means any confidential and/or personally identifiable information or other information, including but not limited to the following: name, email address, date of birth, tax identification number, billing/shipping address, phone number and financial information.

“Instant Transfer” has the meaning set out in Clause 9.1(2).

“IOF” means the “Imposto sobre Operações Financeiras” (or the taxes on financial transactions) which are levied on foreign exchanges in Brazil, and other financial transactions, as per applicable laws and regulations.

“LGPD” means the Brazilian General Data Protection Law n. 13,709/2018, as amended from time to time.

“Mobile” means your smartphone or other electronic device upon which you have downloaded the Revolut Mobile App.

“Mobile App” means the mobile application accessible through your Mobile where you can obtain access to your Revolut Dashboard.

“Mobile App Terms” means the terms and conditions governing your use of the Mobile App which can be found on the Mobile App.

“Mobile PIN” means your personal identification number which is entered onto the Revolut Mobile App to gain access to the Revolut Dashboard.

“Monetary Exchange” is not a service in its own right but will be part of a Revolut Bank Transfer, an ATM Withdrawal or a Revolut Card Purchase, and means redeeming Electronic Money in your Revolut Electronic Money Account and using it to purchase money in a different currency using our Exchange Rates.

“Payment Services Act” is an Act issued by Singapore authorities, applicable to our contractual relationship due to the fact that the Account shall be held in Singapore, to provide for the licensing and regulation of payment service providers, the oversight of payment systems, and connected matters. The Act came into effect on 28 January 2020.

“Physical Revolut Card” means both the Standard Revolut Card and the Premium Revolut Card.

“PIX” is the instant payment system in Brazil, created by the Brazilian Central Bank, which enables funds to be transferred between accounts in seconds.

“Premium Revolut Card” means the tangible plastic card issued to Premium Users which allows Premium Users to enter into ATM Withdrawals and Revolut Card Purchases.

“Premium Service” means the benefits you are entitled to as a result of being a Premium User, which includes, but isn’t limited to, unlimited use of our Standard Exchange Rate, an increased threshold for free ATM Withdrawals, benefitting from the Overseas emergency medical insurance and around the clock customer support.

“Premium Subscription” means a monthly or annual subscription to the Premium Service.

“Premium Subscription Fees” means the fees payable for the Premium Service by a Premium User, which are set out in the Fees and Pricing Terms. “Premium User” means a holder of a Revolut Account who avails of the Premium Service.

“Privacy Policy” means our Customer Privacy Notice, which can be found on the Website and is compliant with the Brazilian Data Protection Law n. 13.709/18, as amended from time to time.

“Restricted Countries” means those countries that do not appear on the Revolut Dashboard.

"Revolut" "we," "us," or "our" means Revolut Tecnologia Brasil Ltda. and Revolut Technologies Singapore Pte. Ltd., the details of which are set out in Clause 2.1.

“Revolut Account” means your account with Revolut Singapore and your relationship with us as described in these Terms.

"Revolut Account Profile" means your profile, accessible on the Revolut Dashboard where you can view, among other things, your details, your price plan and your verification limits.

“Revolut Bank Transfer” has the meaning set out in Clause 9.1(3).

“Revolut BEXS Account” means the Revolut account, held in BEXS, in which you will deposit your Brazilian Reais.

"Revolut Brazil" means Revolut Tecnologia Brasil Ltda.

“Revolut Card” means both Physical Revolut Cards and Virtual Revolut Cards.

“Revolut Cardholder Terms” means the terms and conditions between you and Revolut Singapore (acting as Card Issuer) relating to the issuance to you and the use by you of the Revolut Card, which can be found on our Website.

“Revolut Card Purchase” has the meaning set out in Clause 9.2(b).

“Revolut Card Transaction” has the meaning set out in Clause 9.2.

“Revolut Dashboard” has the meaning set out in Clause 5.1.

“Revolut Dashboard Transaction” has the meaning set out in Clause 9.1

“Revolut Electronic Money Account” means your Revolut Account, an account with Revolut Singapore in which your Electronic Money is held.

“Revolut Services” means you being given access to the Revolut Dashboard via the Mobile App and being able to enter into Revolut Dashboard Transactions, you being issued with a Revolut Card and being able to enter into Revolut Card Transactions and the management of your Revolut Account and the Revolut BEXS Account, and if you are a Premium User the Premium Service any other services provided by Revolut to you from time to time.

“Revolut Singapore” means Revolut Technologies Singapore Pte. Ltd.

“Revolut Transactions” means both Revolut Dashboard Transactions and Revolut Card Transactions. “Revolut Transaction History” means the list of Revolut Transactions you have entered into, which is available on the Revolut Dashboard.

“Revolut Transaction Limits” means the limits Revolut imposes on the Revolut Transactions you can enter into, the details of which will be set out on the Revolut Dashboard.

“Revolut User” means a user of Revolut which is not you.

“Safeguarding Institution” means a bank in Singapore where Revolut Singapore maintains trust accounts solely for the purpose of safeguarding Client Money.

“SGD” means the lawful currency of Singapore.

“Standard User” means an individual with a Revolut Account which is not a Premium User.

“Standard Revolut Card” means the tangible plastic card issued to Standard Users which allows Standard Users to enter into ATM Withdrawals and Revolut Card Purchases.

“Stored Card” means the credit card, debit card, or other payment card, which you register for use on the Revolut Dashboard and which will be used by Revolut to receive funds against which we will issue Electronic Money to your Revolut Electronic Money Account or for other purposes under these Terms.

“Supplement(s)” means an agreement between Revolut and you for the provision of separate services by Revolut or one of its partners to you, which will be set out on the Website.

“TED” is the “Transferência Eletrônica Disponível” – or the “Electronically Available Transfer” in Brazil - created by the Brazilian Central Bank, which enables funds to be transferred between accounts on the same day.

“Third Party Bank Transfer” means a payment from a person which is not you to one of our bank accounts, the details of which we shall provide to you, as part of the process of requesting a Top-Up.

“Top-Up” means you or a third party sending money to Revolut Singapore in return for us issuing Electronic Money to your Revolut Electronic Money Account as further described in Clause 8.

“USD” means United States Dollars, the lawful currency of the United States of America.

“User”, “you” or “your” means you being the business that has agreed to these Terms to use the Revolut Services.

“User Bank Account” means a bank account belonging to you, under your CPF.

“User Bank Transfer” means a transfer from a User Bank Account, performed by the User’s payment service provider, to one of our bank accounts, the details of which we shall provide to you or your bank, as part of the process of requesting a Top-Up.

“Virtual Revolut Cards” means the virtual non-tangible cards that allow you to enter into Revolut Card Purchases.

“Website” means Revolut Brazil’s general website, the web address of which is <https://www.revolut.com/pt-BR/>

“Website Terms” means the terms and conditions regarding the use of our Website which can be found on our Website.

“Your BEXS Account” means your transitory account opened at BEXS solely to remit your funds to your Revolut Account.