

**These terms and conditions apply if you opened an investment account with Revolut Securities Europe UAB after 16 March 2023 or you have been notified by us that your account has been migrated to Revolut Securities Europe UAB. If you opened an investment account before 16 March 2023 and have not been otherwise notified by us that your account has been migrated to Revolut Securities Europe UAB, then the terms and conditions of Revolut Trading Limited will continue to apply to your account.**

## 1. Regulatory Information

Revolut Securities Europe UAB is incorporated in Lithuania under registration number 305799582 and is authorised and regulated by the Bank of Lithuania ("**BoL**") as a financial brokerage firm. Our registered office is at Quadrum South, Konstitucijos pr. 21B, LT-08130, Vilnius.

For more information on the authorisation of Revolut Securities Europe UAB, please visit the BoL [website](#).

## 2. General Information

These terms and conditions form part of the agreement between Revolut Securities Europe UAB ("**Revolut**", "**we**", "**us**" or "**our**") and its client ("**you**", "**your**" or "**yourself**") and govern the relationship between you and us with respect to the investment platform. The key services that we are authorised to provide under these terms and conditions include the receipt and transmission of orders in relation to one or more financial instruments, execution of orders on behalf of clients, portfolio management and safekeeping of financial instruments. In these terms and conditions, we refer to these services as "investment services" unless the context requires otherwise.

Revolut may provide one or more investment services to you with respect to financial instruments, including whole or fractional shares in publicly listed companies and units in money market funds ("MMFs") and exchange-traded funds ("ETFs"), which we may make available to trade via the investment platform. We will collectively refer to these financial instruments as "instruments" in these terms and conditions unless the context requires otherwise.

A complete list of our authorised investment services and related financial instruments can be found on the Bank of Lithuania ("**BoL**") [website](#).

You can ask for a copy of these terms and conditions through the Revolut app at any time. To use all the functions of the Revolut app, you must be connected to the internet.

Savings flexible account terms and conditions can be found at the bottom of these terms.

If you'd like more information, you might find it helpful to read our [FAQs](#), which don't form part of our agreement with you.

### 3. The agreement

Our agreement with you consists of several documents that can be accessed via the investment platform, our website, or upon request via the messaging functionality in the Revolut app, and includes:

1. these terms and conditions; and
2. any other specific terms and conditions entered into between us and you, which may include any of the following documents (all of which can be accessed [here](#)):
  - Complaints Handling Policy;
  - Conflicts of Interest and Inducements Policy;
  - Order Handling and Best Execution Policy; and
  - Description of Services, Financial Instruments and Risks.
3. Fee Schedule and Payment Terms (please scroll down to view it);
4. Savings flexible account terms (which can be accessed at the bottom of these terms and conditions)
5. Privacy Policy (which can be accessed [here](#))

which are together referred to as the "agreement". The agreement forms the entire agreement between us and you with respect to the investment platform and related investment services. The agreement will take effect and apply to you from the date you open your Investment account. We provide this agreement in Lithuanian and English and will communicate to you in English going forward.

By agreeing and accepting these terms and conditions, you confirm that you have knowledge of the English language which is sufficient for you to be able to use the investment platform, fully understand these terms and conditions and any other documents that form the agreement between us as well as any other information and materials sent by us or made available to you via the Revolut app.

You should read all the documents that form the agreement carefully before you open your Investment account, submit any orders and enter into any transactions via the investment platform as it contains important information on which we'll rely when we provide the investment platform and related investment services to you. Your attention is drawn in particular to those sections in these terms and conditions which set out our rights in certain circumstances and events including, but not limited to, section 26 (circumstances in which we may refuse your order); section 34 (our rights in the event of a manifest error); section 35 (our rights on the occurrence of a market disruption event); section 36 (our rights on the occurrence of an exceptional event); section 37 (our rights on the occurrence of a breach event in relation to you); section 42 (our rights in the event of an abusive trading strategy used by you); and section 43 (our rights in the event of market abuse by you).

You agree to the terms of the agreement, and we'll also treat your access to and use of the investment platform and related investment services as acceptance of the terms of the agreement. You agree to receive the terms of the agreement electronically in the form of the website links.

The agreement will apply to all new customers of Revolut Securities Europe UAB from the date on which the agreement becomes effective. For customers that held an investment account with Revolut Securities Europe UAB prior to the date on which the agreement becomes effective, the agreement will replace all previous agreements entered into between you and Revolut Securities Europe UAB.

We're entitled to rely on any information you've provided as part of the process of opening your Investment account as being correct and accurate at all times, unless you notify us otherwise in writing. You must notify us as soon as possible in writing of any change in the information provided.

We may offer new products or services to you (if the law allows us to) and any such additional products or services will, in the absence of a separate agreement between you and us, be covered by these terms and conditions, which may be updated or amended from time to time.

If there is any inconsistency between these terms and conditions and a separate agreement or terms and conditions on any other additional investment services provided by us, the separate agreement or terms and conditions will apply.

The agreement does not govern payment or current account services related to your payment account. The personal terms, fees and any other documents of the relevant Revolut company which provides you with payment account services, form a legal agreement between:

- you; and
- the Revolut company which provides you with your Revolut current account services - depending on where you live, Revolut Bank UAB or Revolut Bank UAB through its branch office (we call this company a "Revolut account offering entity" and current account provided by the Revolut account offering entity "Revolut current account").

If there is any inconsistency between these terms and conditions and the personal terms of the Revolut account offering entity, these terms and conditions shall apply.

If you've any questions about any of the content of the agreement, you should seek independent professional advice.

Information about our firm and the services we provide together with information on our policies and how we safeguard financial instruments can be found on our [website](#).

## 4. Introduction to Trading

Revolut Securities Europe UAB provides you with the ability to trade financial instruments via the Revolut app and Revolut website [www.revolut.com](http://www.revolut.com) (hereinafter together referred to as - the Revolut app). In order to trade instruments via the Revolut app you must open a sub-account of your Revolut current account. We call this an "Investment account". Your Revolut current account is the account used to make and receive payments into and out of your Investment account. When you use the investment services, we will arrange for the relevant Revolut account offering entity to make a payment into or out of it.

You can submit instructions to buy and sell various instruments via an electronic platform which is available in the Revolut app. We call this an "investment platform". When you submit an instruction via the investment platform to buy or sell an instrument, we call this instruction an "order".

Some of the orders you submit via the investment platform may be subject to a minimum investment amount depending on the type of underlying instrument. If you place an order in an instrument which is a whole or fractional share or unit, your order may be subject to a minimum investment of \$1.00, €1.00 or the equivalent currency in which the instrument is traded on the relevant market or exchange. We call this a "minimum investment amount". As the minimum investment amount is dependent on a number of factors, we may reasonably decide to change the minimum investment amount without telling you beforehand. You must have sufficient funds available in your Investment account to pay for the order you submit via the investment platform. We call this "available funds". Once your order has been received by us, we may transmit your order to an external service provider to whom we have delegated the responsibility of executing your orders. We call this party the "third party broker". When the third party broker executes your order, we call this a "transaction". You can use your Investment account to monitor all of the current positions you hold in instruments as a result of the transactions you have entered into via the investment platform. We call these "open positions".

## 5. Investment Account Information

You can check all trading activity on your Investment account through the Revolut app. Your Investment account information will be available to you through the Revolut app while you're a customer. If you need to keep a copy of the information after your Investment account is closed, you can download it while your Investment account is still active. If you close your Investment account and want to get this information you can email us at [feedback@revolut.com](mailto:feedback@revolut.com). You can also download information from the Revolut app at any time. We'll send a notification to your mobile device each time you submit an order to buy or sell an instrument via the investment platform. You can turn off these notifications, through the Revolut app but if you do, you should regularly check your trading activity on the Revolut app. It's important that you know what trading activity takes place in your Investment account, so we recommend that you don't turn off notifications.

In order to open an Investment account, you must also have a Revolut current account, through which you will be required to fund your Investment account. You may open Investment accounts in different currencies that we offer on the investment platform. The funds deposited in your Investment account will be used to pay for the orders you submit via the investment platform and for the commissions and/or other fees that are payable by you under this agreement.

Similarly, if you or we close your Revolut current account for any reason, your Investment account will also be closed and you won't be able to use our trading services for any other purpose. In such events, we may ask you to close all your open positions in the investment platform.

## 6. Communicating with You

If you need to speak to us, or if we need to speak to you, in relation to any matters arising out of or in connection with the agreement, we'll do so via the messaging functionality in the Revolut app. We may also communicate with you via text message or email to send you documents or other information, so you should regularly check your text messages and email account.

This is how we'll provide Investment account information and tell you about any fraud, or suspected fraud, relating to your Investment account. It's also how we'll tell you if there is a security threat to your Investment account. Make sure you regularly check the Revolut app for this information.

Any communication sent to you by us is intended to be received by you only. You're therefore responsible for keeping any information we send to you private and confidential.

Any communication sent to you by us will be deemed effective if:

- sent via the messaging functionality in the Revolut app, as soon as it has been posted by us; or
- sent via email, immediately after we've sent it to the last email address notified by you to us.

It's your responsibility to ensure you've read all and any communication we may send you from time to time, via any of our communication means.

If, at any time, you're unable, for whatever reason, to communicate with us via email or the messaging functionality in the Revolut app we won't be responsible for any losses you suffer as a result of your inability to communicate with us other than as a result of our fraud, wilful act misconduct or gross negligence.

Your consents, approvals, acceptances and other statements given using the Revolut app will have the same legal validity as your signature on a written document. All agreements entered into via the Revolut app will be deemed to be written agreements concluded between you and us. Any instructions to Revolut Securities Europe UAB for conducting operations and other actions submitted/executed from you through the Revolut app will be treated as submitted/executed by you and valid as actions performed by you.

The agreement and all notices, instructions or other communication between us and you in relation to it will be in English. The investment platform and related investment services, including its features and information within it, will be provided in English by default. However, you may, for your convenience, be able to select another language for the investment platform

using your mobile device. You should only select another language if you have a proper knowledge and full understanding of that language. If you select another language, you do so entirely at your own risk. In case of any inconsistencies between the documents and/or information in English and the version of that document and/or information we provide to you in a language other than English, the English version of such documents and/or information will apply.

We will record and store any communication between us related to your order and transactions. We will make such information available to you upon your request for a period of five years from the date it was recorded or, if requested by our regulator, for up to seven years.

## 7. Keep us in the loop

You should keep your details up to date and let us know immediately if any information you've given us changes. If we discover that any of your information is incorrect we'll update it.

To meet our legal and regulatory requirements we might sometimes need to ask for more information about you (for example, if your trading activity increases). You need to provide this information quickly so that there is no disruption to your Investment account or our services.

## 8. Client Classification

We're required to assign you a particular client classification and have categorised you as a retail client in accordance with the Law on Markets in Financial Instruments of the Republic of Lithuania (LMFI). A "retail client" means a client that has been categorised as such by Revolut Securities Europe UAB and who meets the criteria for that category set out in the LMFI. Retail clients are afforded the highest level of protection available under the LMFI. You have the right to request to be categorised as a professional client, although we don't have to agree to your request. However, if we do agree to your request, and you're re-categorised as a professional client, you'll lose the benefit of certain protections set out under the LMFI. If, following your request, you're re-categorised as a professional client, you must keep us informed of any change in your circumstances which may affect your categorisation as a professional client.

## 9. Relationship with Third Party Broker

In order to provide the investment services under these terms and conditions to you, we've entered into agreements with third party brokers with whom we've opened accounts through which transactions will be executed on your behalf. We call this the "omnibus account". The third party brokers provide execution, clearing, settlement and safe custody services (including services which involve the third party brokers providing safekeeping of your instruments) to us in connection with the transactions executed through the omnibus account.

Revolut Securities Europe UAB is the sole client of the third party brokers. The third party brokers won't provide services directly to you and don't know your identity. We're responsible for all matters relating to these terms and conditions.

Whilst we've exercised all due care, skill and diligence in selecting, appointing and periodically reviewing the third party brokers, we won't be responsible for any losses you suffer as a result of any actions that the third party brokers take or fail to take other than as a result of our fraud, wilful act or gross negligence.

## 10. Execution-Only Service

We offer a non-advised execution-only service which can be accessed via the investment platform with respect to your orders in instruments. As such:

- we won't advise on the merits of any transaction;
- we don't have to assess the appropriateness of the transaction, and as a result you won't benefit from the protection of the LMFII on assessing appropriateness or suitability.

Therefore, we won't assess whether:

- the transaction meets your investment objectives;
- you'll be able to financially bear the risk of any loss that the transaction may cause; or
- you've the necessary knowledge and experience to understand the risks involved in the transaction.

## 11. Limitations of the Execution-Only Service

The investment platform is not an exchange, regulated market or any other trading venue (collectively called "market or exchange"). This means that:

- you can only submit orders and enter into transactions with us via the investment platform, and not via a third party platform;
- in case you wish to liquidate your portfolio all open positions in your Investment account must be closed via the investment platform;
- all instruments which you purchase via the investment platform can only be sold on the investment platform, and not on any third party platform;
- we don't provide investment, financial, legal, tax or regulatory advice or any other form of recommendation in respect of execution-only service. You'll make your own assessment before entering into any transaction, and won't rely on any opinion, material or analysis provided by us as being advice or a recommendation;
- any material or information we provide via the investment platform which contains market analyses is considered marketing communication to be used for informational purposes only and shouldn't be understood as being advice, recommendation or research;

- you won't be able to transfer instruments into or out of your Investment account from or to a third party platform at any time;
- the quote we display for an instrument via the investment platform may be different from the price quoted on a third-party platform, exchange or investment platform or the market price for the same instrument;
- we may provide you with information in connection with any instruments, including historical data about prices of instruments, industry and sector trends and analyses on various companies and instruments, via the investment platform, account statement, costs and charges report, etc. However, in providing such information, we won't be making any personal recommendation to you or advising you on the merits of a transaction in any such instrument, and you must make your own assessment of such information; and
- you're not obliged to submit any orders via the investment platform or enter into any transactions under these terms and conditions and we don't have to accept any order from you or transmit any order to the third party broker for execution. We've sole discretion whether to display a quote for a particular instrument via the investment platform. Any transaction you enter into via the investment platform does not require us to offer the underlying instrument via the investment platform in the future.

You must ensure that you can access the investment platform from an appropriate device. You should be aware that connectivity to the investment platform may vary depending on your internet or network connection, and if you've a poor or weak connection, you may not be able to submit orders or monitor your open positions with the same speed as you would otherwise be able to with a stronger network connection.

## 12. Investment Account Safety

You can't share your Investment account with another person, and the Investment account must only be opened in your name. You must keep safe any passwords or security credentials connected to your use of your Investment account and the Revolut app and we're not responsible for any losses you suffer as a result of a person accessing your Investment account because you didn't keep your password and security credentials safe. Unless you've informed us otherwise, we're entitled to treat every action taken via your Investment account as an action authorised and undertaken by you.

To help keep your Investment account safe, you should download the latest software for your mobile device and the latest version of the Revolut app as soon as they are available.

## 13. Conflicts of Interest Policy

We're required to maintain and operate effective organisational and administrative controls to take all reasonable steps to identify, manage, disclose and record conflicts of interest under our Conflicts of Interest Policy.



Where arrangements we make to manage conflicts of interest are insufficient to ensure, with reasonable confidence, those risks of damage to client interests will be prevented, we'll disclose to you the general nature and the sources of the conflicts of interest before you submit any orders via the investment platform.

Further details on how we handle conflicts of interest is provided in our Conflicts of Interest Policy, details on which can be found on our [website](#).

## 14. Who You Are

By entering into the agreement, you need to make certain statements of fact about yourself on which we'll rely when we provide the investment platform and related investment services to you. We call these "representations and warranties".

You represent and warrant to us that:

- you've read and understood these terms and conditions;
- you're over 18 years old and have full authority and rights to enter into and perform your obligations arising from the agreement;
- you understand the risks involved in trading instruments via the investment platform;
- you'll only use the investment platform and related investment services for your own personal benefit;
- your use of the investment platform will not violate applicable laws of the country in which you are resident;
- these terms and conditions as well as each order and transaction and the obligations created under them are binding upon you and enforceable against you and do not and will not break the terms of any regulation, order, charge or agreement which are applicable to you in relation to provision of the investment platform and related investment services;
- all information which you provide or have provided is true, accurate and not misleading in any material respect;
- you've not and will not upload or transmit any malicious code to the investment platform or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of the investment platform or the execution-only service; and
- you're not a citizen or a resident of the United States of America.

Each representation and warranty you give above will be deemed repeated each time you submit an order in an instrument or enter into a transaction via the investment platform.

If we become aware that any representation or warranty you give above is, or becomes incorrect or untrue in any way, or we've good grounds for believing so, we may deem all resulting transactions voidable or capable of being closed by us at the then current quote for the relevant instrument(s).

## 15. What You Promise to Us

By entering into the agreement, you need to make certain binding promises to us that you'll do something on which we'll rely when we provide the investment platform and related investment services to you. We call these "covenants".

You covenant to us:

- you'll promptly notify us of any change to the details provided during the process of opening your Investment account including, but not limited to, any change of email, address, country of residence and any change or anticipated change in your financial circumstances or employment status (including redundancy and/or unemployment) which may affect your ability to meet your obligations to us under these terms and conditions;
- you'll promptly notify us if a breach event occurs in relation to you;
- you'll provide us with all information which we may reasonably request of you from time to time for the purposes of verifying your identity as part of the process of opening an Investment account;
- you're willing and able, upon request, to provide us with any information we may reasonably require from time to time;
- you'll meet your obligations to us under these terms and conditions and you'll follow all laws and regulations which are applicable to you in relation to provision of the investment platform and related investment services; and
- you'll access and use the investment platform and related investment services honestly, fairly and in good faith.

## 16. Difference in Protection Between Your Retail Account and Your Investment Account

Your Revolut current account is a payments account maintained with the Revolut account offering entity that holds your money. Any money that you hold in your Revolut account offering entity current account is [protected](#) up to 100 000 euro by the Deposit Insurance Scheme.

Your Revolut Investment account is an account maintained with Revolut Securities Europe UAB. Any money that you hold in your Investment account will be held by us as client money in one or more segregated bank accounts with an authorised European Union (EU) credit institution, bank authorised outside the EU, central bank or money market fund separately from our own funds. The funds corresponding to client money are safeguarded under the LMFII and BoL rules which are designed to ensure the safety of client money held in accounts such as your Revolut Investment account. Any money and/or instruments that you hold in your Investment account is protected up to 22 000 euro by the Liabilities to Investors Insurance Scheme of the Republic of Lithuania, details on which are available in [English](#), [Lithuanian](#) and [German](#).

## 17. Your Money

All money which we receive from you or hold on your behalf in your Investment account under the LMF1 and BoL rules is known as "client money". Client money is segregated from our own money and safeguarded in an account opened with an eligible third party. An "eligible third party" means a central bank, an authorised EU credit institution, a bank authorised outside the EU or a qualifying money market fund. The account in which client money is held is known as a "client money account". Your money may be pooled with those of our other clients in the client money account.

Whilst we've exercised all due care, skill and diligence in selecting, appointing and periodically reviewing the eligible third party, we are not responsible for any losses you may suffer as a result of any action that the eligible third party takes or fails to take in connection with client money other than as a result of our fraud, wilful act or gross negligence.

**By entering into the agreement, you give express consent to your money being held in a pooled account.**

We may deposit some or all client money we hold on your behalf in what is known as a "qualifying money market fund". The objective of a qualifying money market fund is to realise a return that is equal to the market interest rate. If we deposit client money in a qualifying money market fund, the units in that qualifying money market fund will not be held in accordance with requirements for safeguarding client funds set out in the BoL rules.

**By entering into the agreement, you give express consent to your money being placed in a qualifying money market fund.**

We won't pay you interest on client money held in the course of settlement or held in a client money account as part of a pooled holding. Interest earned on client money held in a client money account if received is retained by Revolut Securities Europe UAB for its own benefit.

**By entering into the agreement, you give express consent to Revolut Securities Europe UAB retaining interest earned on your funds for its own benefit.**

If an eligible third party with whom client money is deposited becomes bankrupt or insolvent or has had a receiver, trustee, or liquidator appointed for all or substantially all its assets (we call each of these events an "insolvency event") which results in a shortfall in the amount of client money held in the client money account, you may not receive your full entitlement and may share in the shortfall with other creditors of the eligible third party in accordance with applicable law. We won't be responsible to you for any losses you suffer as a result of any actions the eligible third party takes or fails to take in connection with client money or for the occurrence of any insolvency event in relation to the eligible third party, other than as a result of our fraud, wilful act or gross negligence.

## 18. Your Instruments

Your instruments will be held by us in safe custody under the LMFI and BoL rules. Where we hold your instruments as custodian under the LMFI and BoL rules, we may arrange for the provision of safe custody services through the third party broker who is responsible for the safekeeping of instruments held in the omnibus account. All instruments held in the omnibus account will be registered in the name of Revolut Securities Europe UAB clients whereby you'll remain the beneficial owner of such instruments at all times. In case you are a married resident of the Republic of Lithuania you may be required to provide a consent of your spouse for trading activity.

**By entering into the agreement, you give express consent to your instruments being held in an omnibus account.**

The omnibus account will be segregated and held separately from other financial instruments that may be held by the third party broker. We'll maintain in our books and records your entitlement to the instruments held by the third party broker in cases where the third party broker has registered or recorded your instruments in a combined account or pooled in some other way with financial instruments belonging to other clients of the third party broker. Where an insolvency event occurs in relation to the third party broker, your instruments will be excluded from the assets available to its creditors.

**By entering into the agreement, you give express consent to the fact that your instruments may be held with a third party located in a jurisdiction outside of Lithuania.**

We may arrange for your instruments to be held by the third party broker in the omnibus account which is established outside of Lithuania where the laws and regulations applicable to the third party broker and your rights in relation to the instruments you hold may be different to that which would apply if the instruments were held in Lithuania. We'll do as much as reasonably possible to make sure that the level of protection afforded by the third party broker to holding the instruments in the omnibus account will be the same as the level of protection to that which would apply if the instruments were held by Revolut Securities Europe UAB under the LMFI and BoL rules.

If an insolvency event occurs in relation to the third party broker which results in a shortfall in the amount of instruments held in the omnibus account, you may not receive your full entitlement and may share in the shortfall with other creditors of the third party broker under applicable law. Whilst we've exercised all due care, skill and diligence in selecting, appointing and periodically reviewing the third party broker, we won't be responsible to you for any losses you suffer as a result of any actions the third party broker takes or fails to take in connection with your instruments or for the occurrence of any insolvency event in relation to the third party broker. other than as a result of our fraud, wilful act or gross negligence.

## 19. Provision of News and Other Information

We may provide news, analyst opinions, research reports, graphs or any other data or information to you via the investment platform under licence from third party providers. We call this "market data". Any market data we display via the investment platform is only for informational purposes without regard to your individual financial circumstances, objectives or particular needs. It's provided to enable you to make your own investment decisions and is not intended to be and shouldn't be regarded as a personal investment recommendation or personalised advice.

We don't make any representation or warranty as to the accuracy, completeness, or timeliness of the market data that we receive from third party providers and that we display via the investment platform. The market data is not an offer or solicitation by us to buy, sell or otherwise deal in any particular instrument available to trade via the investment platform. If you decide to rely on market data or any other information we may make available via the investment platform, you agree to do so at your own risk. We won't be responsible to you for any losses you suffer resulting from your use of, or reliance on, market data or for any losses you suffer if the information we display via the investment platform is incorrect other than losses that result from our fraud, wilful act or gross negligence.

The market data we display via the investment platform is highly confidential and made available to you on the basis that you won't use that market data for any purpose. In particular, you mustn't: (i) use any of the market data that we provide via the investment platform for commercial purposes; (ii) make the market data available to any other person (whether free of charge or otherwise); (iii) publish the market data anywhere; or (iv) provide access to the market data to anyone else through the investment platform. All intellectual property rights in the market data provided by the third-party providers will remain the property of the third-party providers.

Your use of the market data is subject to the terms and conditions of each third-party provider, which you agree and accept when you enter into the agreement with us.

### **Key Information Document**

In order to help you to make an informed decision before you invest in a MMF or ETF via the investment platform, we are required by applicable law and regulation to make available to you a key information document ("KID") about the nature, risks and costs of investing in that MMF or ETF. The KID related to the relevant MMF or ETF will be available to download via the Revolut app in English or via a link to the website of the relevant fund manager. Upon your request via Revolut app, we may send you a non-English language translated version of the KID produced by the relevant fund manager at its discretion.

**By agreeing and accepting these terms and conditions, you give express consent to receiving KIDs in a durable medium other than paper, which will be made available via Revolut app or by means of a website in English. Each time you submit an order via the investment platform, you confirm that you have read and understood the KID related to your relevant investment in a MMF or ETF.**

## 20. Instruments Types

The instruments that can be traded via the investment platform may change from time to time. In particular, we have sole discretion whether to add to or remove specific instruments and/or types of instruments, and/or impose restrictions or limitations on certain instruments and/or volumes of instruments that may be bought or sold via the investment platform.

We can't guarantee that any specific instruments or types of instruments that may be available to trade at any given point in time will always remain so available or accessible via the investment platform, and we can suspend and/or remove from the investment platform any instrument at any time. If we suspend and/or remove an instrument from the investment platform, it will mean that you'll no longer be able to submit orders to buy that instrument via the Revolut app. We will, however, if the law allows us to, allow you to submit orders to close any open positions in that instrument. In the event that the instrument is no longer available to trade via the investment platform, and we cannot support the holding of such instrument, we will inform you of the options available to you, which may include the requirement for you to submit sell orders for any open positions in that instrument. If you fail to act on such a requirement, we may sell the relevant instrument on your behalf at the then current quote displayed via the investment platform and will pay the proceeds of sale to your Investment account.

We won't be responsible for any losses or expenses you suffer as a result of suspension and/or removal of a financial instrument from the investment platform or for the sale of instruments on your behalf due to such events other than as a result of our fraud, wilful act or gross negligence.

## 21. Order Types

Other than as described below, orders to buy or sell a specified instrument may be submitted via the investment platform during the regular market hours of the relevant market or exchange where that particular instrument is traded. We call these "regular market hours". During the regular market hours we are prepared to provide quotes for relevant instruments on the investment platform.

Unless we have said otherwise in these Terms and Conditions, you can submit any of the following order types via the investment platform:

### Market Order

- A market order is an order to buy or sell a specified number of instruments immediately during regular market hours at the best available price at that point in time.

### Limit Order

- A limit order is an order to buy or sell an instrument which is a whole share or unit in an ETF or MMF at a price specified in the order (or better). We call this the “limit price”. A buy limit order will be executed at the limit price (or lower) and a sell limit order will be executed at the limit price (or higher). Limit orders to buy must be placed below the then current quote displayed via the investment platform, and limit orders to sell must be submitted above the then current quote displayed via the investment platform. If the limit price is reached, the limit order will be executed as soon as possible at the then current quote displayed via the investment platform.

### Stop Order

- A stop order is an order to buy or sell an instrument which is a whole share once the price of the instrument reaches the price specified in the order. We call this the “stop price”. When the stop price is reached, a stop order becomes a market order and is executed at the best available price (which can be lower or higher than the stop price). During volatile market conditions, the execution price may be at a significantly different price from the stop price if the market is moving rapidly. Stop orders to sell must be placed below the then current quote displayed via the investment platform, and stop orders to buy must be submitted above the then current quote displayed via the investment platform. If the stop price is reached, the stop order will be executed as soon as possible at the then current quote displayed via the investment platform.

### Recurring Buy Order

- A recurring buy order is an order to buy a predetermined dollar or euro based value of a particular instrument on future dates and/or at defined intervals. Once you set up a recurring buy order, we will transmit your first recurring buy order for execution in accordance with your instruction and, then depending on the frequency of your recurring buy order, we will execute your recurring buy orders either daily or on the same day of the week or month or the next available trading day, at which point the price of the relevant instrument may have moved.

### Extended Market Hours Order (only applicable to U.S. listed shares)

- An extended market hours order is an order to buy or sell a U.S. listed instrument that is submitted outside of regular market hours between 4:00am EST and 9:30am EST time (we call these “pre-market hours”) and 4:00pm EST and 8:00pm EST time (we call these “post-market hours”). Collectively, we call pre-market hours and post-market hours “extended market hours”. Orders submitted for execution during extended market hours can only be limit orders in instruments which are whole shares. Orders will begin to queue for pre-market hours starting after the close of post-market hours on the previous trading day, and will be eligible for execution during pre-market hours. Any unexecuted or partially filled orders during pre-market hours will automatically roll over into regular market hours and, if

still not fully executed, into post-market hours. You may opt-in as well as opt-out to trade during extended market hours via the Revolut app. We reserve the right to change or modify the extended market hours or suspend, temporarily or permanently, the extended market hours trading session or trading of certain securities during extended market hours without giving you advance notice. We offer extended market hours trading only for U.S. listed shares that are available to trade via the investment platform. As a result, you won't be able to trade any other instruments before or after the relevant regular market hours of the market or exchange on which such instrument is traded.

We can't guarantee that a specific order type will be available at all times and/or that you will be able to submit a specific order type in all or any instruments available via the investment platform. There may be instances where you cannot submit any orders for execution via the Revolut app.

## 22. Pricing of Instruments

The execution price of an instrument is the price that the underlying market or exchange is willing to buy or sell the relevant instrument at the point of execution by the third party broker and is not something we or the third party broker can control other than in the case of any limit order or stop loss order types, which the third party broker will only execute according to the relevant limit or stop prices.

We're not responsible for any movements in the underlying market or exchange between the time that your order has been transmitted to the third party broker for execution and the time that your order is executed by the third party broker or for any difference between the quote for the relevant instrument displayed via the investment platform and the eventual execution price that the third party broker is able to obtain at the point the third party broker executes your order in the underlying market.

In some circumstances, your order may be executed at a "better" price and in other circumstances it may be executed at a "worse" price than the quote for the relevant instrument displayed via the investment platform. If your order is executed by the third party broker at a "worse" price than the quote for the relevant instrument at the time you submitted the order, we're not liable to provide you with the difference in those prices.

While we'll do as much as reasonably possible to make sure your order is transmitted without delay to the third party broker for execution, we're not responsible for the speed and/or timing of such order execution by the third party broker.

We're not responsible for any losses you suffer if the price at which your order is executed by the third party broker is incorrect, not the same as the quote displayed for the relevant instrument via the investment platform, not the best available price in the underlying market or is subject to any delay other than as a result of our fraud, wilful act or gross negligence.

## 23. Quotes



We'll display the latest market price to buy and sell for each instrument available to trade via the investment platform. We call the latest market price a "quote". Each quote is displayed via the investment platform as we receive it from third party providers during regular market hours.

All quotes provided via the investment platform are indicative (a reasonable estimate of the latest market price) only, provided for information purposes only and do not constitute an offer to buy or sell any instrument at a particular quote or at all. When you submit an order based on a quote displayed via the investment platform, your order constitutes an offer to trade at the then current price for that instrument.

The final terms of any transaction arising from your order may be different from the quote on which your order was based.

## 24. Order Handling

If we accept your order, we'll transmit your order to the third party broker for execution in accordance with our Order Handling and Best Execution Policy available on our [website](#), and by entering into the agreement, you consent to your orders being so transmitted in accordance with that policy. The summary of our Order Handling and Best Execution Policy can be found on our [website](#).

Whilst we're not responsible for the execution of orders that you submit via the investment platform, we've a duty to act in your best interest when we transmit your order to the third party broker for execution or onward transmission. We're responsible for ensuring that the third party broker delivers the best possible result to our clients on a consistent basis.

We'll consider your continued submission of orders via the investment platform as your continued consent to the Order Handling and Best Execution Policy as in effect from time to time.

We'll review the Order Handling and Best Execution Policy on an annual basis to ensure that it remains fit for purpose and to reflect any changes to applicable law or regulation that may apply. Further, you can find a report of our Top 5 execution venues on our [website](#).

## 25. Receipt and Transmission of Orders

You can submit an order in respect of any instrument which is available to trade via the investment platform at any time during regular market hours. If you submit an order outside of regular market hours or, where available, during extended market hours, your order may not be executed based on the quote displayed via the investment platform if the underlying market or exchange is not trading at the specified price once regular market hours or extended market hours commence but we'll continue to transmit your order to the third party broker for execution despite these movements. We call this an "out of hours order".

Revolut will not be liable for any losses you suffer as a result of fluctuations in price whilst submitting an order outside of regular market hours or, where available, outside the extended market hours.

You can submit a request to cancel your out of hours order or extended market hours order at any time before the opening of the relevant underlying market or exchange. However, we can't guarantee that we'll be able to action your request for cancellation once submitted. Therefore, you should submit a request to cancel your out of hours order or extended market hours order before the relevant underlying market or exchange is scheduled to be open for its regular trading session in order to avoid any risks associated with cancelling your out of hours order or extended market hours order or for any movements in price once the underlying market or exchange opens.

You must act on your own behalf and for your own account in relation to all orders submitted by you via the investment platform and you can't submit orders on behalf of any other person.

When you submit an order via the investment platform, you'll either be required to input the cash value of the instrument which you wish to buy or sell, or the specific number of instruments that you wish to buy or sell which, for certain instruments that are shares or units, may result in you buying or selling fractional components of such shares or units. With respect to out of hours orders in instruments which are fractional shares or units, we'll only accept cash-based orders submitted via the investment platform. Fractional shares and units are not available to trade for extended market hours orders.

You must ensure that the terms of your order are accurate and complete before you submit your order via the investment platform. We won't verify the accuracy of your order and we may assume that your order, as received by us, is accurate and complete before it's transmitted to the third party broker for execution.

Any order you submit via the investment platform won't be effective until it's actually received and accepted by us. Any such order once received by us can't be cancelled or changed without our consent.

We can't guarantee that any order we confirm as having been received by us via the investment platform will be transmitted or that your order has been executed by the third party broker. A valid order won't be a binding transaction until that order is accepted and executed by the third party broker and confirmed by us via the investment platform with a trade confirmation and/or an account statement.

We're not responsible for any losses you suffer as a result of us transmitting your order to the third party broker as we've received it other than as a result of our fraud, wilful act or gross negligence.

## 26. Refusal of Orders

We may refuse to accept or transmit your order to the third party broker for execution in the following circumstances:

- you don't have sufficient available funds in your Investment account to pay for your order or if the acceptance of an order would breach your plan limit;
- the quote displayed via the investment platform for the relevant instrument is no longer valid including in times of low liquidity or high price volatility;
- we've good reason to believe that the quote displayed via the investment platform for the relevant instrument is subject to delay;
- we've good reason to believe that you're submitting an order via investment platform as part of an abusive strategy;
- we've good reason to believe that you're submitting an order via the investment platform in order to commit market abuse;
- the transaction arising from your order would be in breach of applicable laws or these terms and conditions;
- an insolvency event has occurred in relation to you;
- an insolvency event has occurred in relation to the instrument to which your order or transaction relates;
- a corporate action has occurred in relation to the instrument to which your order or transaction relates;
- your order does not meet the minimum investment amount;
- you die or become incapacitated (or we've good reason to believe that you have done so);
- an exceptional event or a market disruption event has occurred;
- your order and/or transaction arising from your order is subject to manifest error;
- notice has been given to close your Investment account, but in that case you'll be allowed to submit orders via the investment platform in order to close any open positions (without creating any new open positions) and to execute orders in place prior to notice of closure being given that when executed increase the available funds in your Investment account;
- your order and/or transaction arising from your order relates to a penny stock. A penny stock is a U.S. listed share that we make available to trade on the investment platform for which the daily average market price remains below the minimum investment amount consistently for a period of 30 consecutive calendar days. If we determine that an instrument meets the conditions of a penny stock, we may suspend all buy orders in the relevant instrument.

We may decide to refuse your order for other reasons which are not listed above, but we will only do so if it's reasonable.

If, after we've accepted your order, we become aware that any of the circumstances as set out above were in existence at the time or before we accepted your order, we can take any of the following action:

- void the order (and/or any resulting transaction) as if it had never been accepted; or

- allow the order (and/or any resulting transaction) to remain in place until closed under these terms and conditions.

We'll do as much as reasonably possible to tell you beforehand if we take any of the action mentioned above but if this is not feasible to do so we'll tell you as soon as reasonably possible afterwards.

Any action we take under this section 26 will not affect any other right of action we have under these terms and conditions or under applicable law.

We won't be responsible for any losses you suffer resulting from our refusal to accept your instruction or order and/or transmit your order to the third party broker for execution other than as a result of our fraud, wilful act or gross negligence.

## 27. Order Execution

All orders will be executed by us in accordance with our Order Handling and Best Execution Policy. In addition, your order will be executed based on the following:

- you mustn't submit, nor will we accept, limit or stop orders in instruments which are fractional shares or units via the investment platform;
- we'll transmit market orders, limit orders, stop orders, recurring buy orders, and extended market hour orders to the third party broker for execution as soon as possible; however, market conditions, available liquidity and technological issues may affect the time it takes for the third party broker to execute a market order, limit order, stop order, recurring buy order or extended market hours order and all such orders will be executed at the next available opportunity;
- any out of hours order you submit via the investment platform will be transmitted to the third party broker and executed once the underlying market or exchange on which the instrument trades opens for its regular trading session;
- if you've opted in for extended market hours trading and submitted an extended market hours order, we'll transmit your order to the third party broker for execution as soon as possible and in accordance with your instruction. Depending on the time you've submitted your extended market hours order, your order will be transmitted and executed either during pre-market hours, regular market hours or post-market hours. If you've opted out of extended market hours trading, any extended market hours order you submit via the Revolut app will be transmitted to the third party broker and executed during regular market hours;
- we cannot guarantee that any order will be executed by us or that a limit order or stop order will be executed even if the price of the instrument reaches the buy or sell limit price or stop price;
- once accepted by us, your order cannot be changed or cancelled by you unless we've confirmed to you that we've had to change or cancel your order due to a market disruption event.

We won't be responsible to you for any losses you suffer: (i) if the third party broker executes your limit order or stop order at a price that is different from the buy or sell limit price or stop price that you specify when you submit the limit order or stop order via the investment platform; (ii) if the execution of your order is subject to any delay outside of our reasonable control; (iii) if your order is cancelled; or (iv) if your order is not executed at all other than as a result of our fraud, wilful act or gross negligence.

There may be times where your order is executed outside of a regulated market, multilateral trading facility or organised trading facility. You should be aware that orders executed outside of a trading venue are subject to additional risks, such as counterparty risk.

**By agreeing and accepting these terms and conditions, you consent to the execution of your order in such circumstances.**

## 28. Short Sale Order

You mustn't submit, nor will we accept, a short sale order via the investment platform. A "short sale order" means, in relation to an instrument that you do not hold at the time of submitting an order via the investment platform, an order to sell that instrument in anticipation that the price of that instrument will fall, allowing the sale of an instrument at a higher price and giving the opportunity to buy that instrument back in the market at a lower price at a later stage, with the profit being the difference between the higher and lower price. In order to sell an instrument, you must have previously acquired that instrument by submitting an order to buy that instrument via the investment platform which was subsequently executed.

## 29. Fractional Shares

You can submit an order to buy or sell an instrument which is less than one whole share or unit using either a fractional share or unit quantity or a cash value. We call these "fractional shares". Investing in fractional shares carries additional risks as compared when investing in whole shares or units. Before submitting an order in instruments which are fractional shares via the investment platform, you should consider whether you understand the unique risks, characteristics and limitations related to trading in fractional shares. In particular, you should be aware that fractional shares: (i) have no commercial value outside of the investment platform; (ii) can't be transferred to another third party platform; and (iii) can only be sold via the investment platform and the sale proceeds withdrawn from your Investment account.

If an instrument is no longer eligible for fractional share trading, you can't submit any new orders via the investment platform in that instrument which includes a fractional component or enter into any new transactions in that instrument which includes a fractional component unless you want to close any open position in that instrument.

You can't, nor will we or the third party broker, vote or take any discretionary or voluntary action with respect to any fractional shares. However, if a corporate event occurs in relation to an

instrument, the interests will be paid to you depending on your level of ownership interest of that instrument and will include any fractional shares you hold.

You can't transfer your fractional shares to a third-party platform. If you close your Investment account or transfer the instruments in your Investment account to a third-party platform, any instruments you hold which are fractional shares will need to be sold which may result in you paying additional charges.

We record and, where necessary, mathematically round the quantity of fractional shares you hold in our books and records to the 8th decimal place, the value of fractional shares to the nearest cent, and the payment of any dividends on fractional shares to the nearest cent.

We can't guarantee that all instruments available to trade via investment platform will be eligible for fractional trading.

### 30. Settlement

We'll deduct from your Investment account all funds necessary in the currency in which the relevant instrument is traded on the relevant market or exchange so as to effect payment of any order you submit via the investment platform. This may include any additional amounts required to settle any transaction if an order is ultimately executed by the third party broker at a higher price than the quote on which your order was based (for example, if there's volatility in the market which affects the quote on which your order was based following the transmission of such order to the third party broker for execution).

If you submit an order to sell an instrument via the investment platform and there are sale proceeds due to you from that sale, your Investment account will be credited with the value of those proceeds. However, you should be aware that, whilst those sale proceeds may be credited to your Investment account, you won't be able to withdraw those proceeds until such time as the transaction arising from your order to sell the relevant instrument has settled. In most underlying markets, settlement of any instrument available to trade via the investment platform typically occurs within two (2) business days. A "business day" means a day that the banks are open in the Republic of Lithuania.

If you're due to receive dividend payments on the instruments you hold, please be aware that settlement for dividend payments typically occurs within five (5) business days. We will credit your Investment account with the value of those dividend payments as soon as possible, but there may be instances where settlement takes longer than normal.

### 31. Corporate Actions

An instrument you hold in your Investment account may become subject to possible adjustment as a result of a corporate action taken by the relevant issuing company of that instrument, which may have a diluting or concentrating effect on the market value of that instrument. A

corporate action may include a general meeting, distribution of profits, securities, a rights or warrants issue granting holders of an instrument the right to a distribution of shares or to purchase, subscribe or receive shares from the issuing company, in any case for payment (in cash or otherwise). The third party broker may without notice sell or otherwise liquidate all or any part of the securities, rights or warrants you receive from a corporate action, which can't be held for your Investment account.

If there are any dividend payments made on any of the instruments you hold that are due and payable to you as a result of a corporate action, we'll procure that the proceeds arising from any such corporate action will be credited to your Revolut Investment account as soon as we become aware that such a corporate action has occurred.

To the extent required by applicable law, when we receive information from the issuer of the relevant instrument traded on a market or exchange in the European Union ("EU listed instruments") that you hold in your Investment account, we will send this information to you via Revolut app or email. This information is required to enable you to exercise rights as a shareholder, which are attached to such instruments. Where the issuer makes this information available on its website, we will only provide you with the link to the website where such information is published. If such information is provided to you directly by the issuer, we will not transmit this information to you. We won't be responsible for the accuracy or validity of such information and we'll transmit it in the language in which we've received it.

To the extent required by applicable law and upon your express request, we will facilitate the exercise of your rights as a shareholder which are attached to the eligible EU listed instruments you hold in your Investment account, including your right as a shareholder to participate and vote in general meetings. We may charge commissions, fees and any other reasonable expenses that we incur in relation to such corporate actions.

We may be required to disclose your personal information and details of your shareholding in specific EU listed instruments to the issuers of such instruments or a third party nominated by them. You agree that we may communicate relevant information about you, to the extent required under applicable laws, to the issuer or third party nominated by the issuer.

Each time the issuer of a specific EU listed instrument you hold in your Investment account initiates a voluntary corporate action event, you give us permission to act on your behalf with respect to such voluntary corporate action event and exercise any of your rights as a shareholder which are attached to the relevant instrument. We will select the default option presented by the issuer, unless we deem that such option would not be in your best interests, the instrument and/or rights or warrants you may receive after selecting the default option cannot be held in your Investment account or, in our opinion, there are other valid reasons not to select default option. You may withdraw your authorization to us with respect to a particular voluntary corporate action event by informing us via Revolut app.

**By signing this agreement and establishing a relationship with us, you explicitly authorise and instruct us to act on your behalf with respect to each voluntary corporate actions of issuers of EU listed instruments.**

We will not be responsible for any losses or expenses you incur due to action we take or refrain from taking with respect to any corporate action event other than as a result of our fraud, wilful act, or gross negligence.

## 32. Trade Confirmations and Account Statements

Following the execution of your order by the third party broker, we'll confirm the transaction arising from your order no later than one business day following the execution by posting a confirmation via investment platform. We call this a "trade confirmation". However, the validity of the transaction won't be affected if we don't post the trade confirmation via the investment platform within this period of time or at all.

We'll provide a statement relating to your open positions, orders and transactions and other Investment account activity via the investment platform on the first day of each month for the previous month's activity. We call this an "account statement".

You can generate monthly statements relating to your Investment account at any time via the investment platform. These statements will record transaction activity, profit and loss statements, open positions and the cash balance of your Investment account. Your Investment account will be updated no later than 24 hours after any activity has taken place on your account.

The provision of trade confirmations and account statements via the investment platform, and your ability to generate statements on a monthly basis, will be deemed delivery of such documents. We can withdraw or amend any such documents at any time. We don't have to provide trade confirmations or account statements to you in hard copy.

You must review all trade confirmations and account statements provided via the investment platform to check that they are accurate and correct. If you believe that any trade confirmation and/or account statement you receive is incorrect, (for example, it refers to an order which you have not submitted via the investment platform for execution), you must tell us immediately.

Trade confirmations and account statements (unless they are subject to manifest error) will be deemed conclusive of your orders and transactions and will apply to you unless you object in writing via the messaging functionality in the Revolut app within five (5) business days of:

- the provision of the trade confirmation and/or account statement via the investment platform; or
- if we notify you of any clear and obvious error in the trade confirmation and/or account statement.

You can't dispute any information in a trade confirmation or account statement which is inaccurate or incorrect if you did not check them carefully, or if you did not object in writing to any information contained in, or missing from, the trade confirmation and/or account statement.



We'll treat any failure by you to notify us of your objection as approval by you of the trade confirmations and/or statements.

### 33. Disclaimer of Warranties

The investment platform, investment services, website and app, and any information we provide to you, are provided "as is" and "as available", and we can't guarantee that they'll be without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software, other than as set out in these terms and conditions.

### 34. Misquotes and other Errors

The quotes we display via the investment platform may be subject to errors, omissions or misquotes by us or any third-party provider, which are clearly obvious when taking into account market conditions which existed at the time you submitted your order via the investment platform. We call this a "manifest error". If a transaction is based on a manifest error (regardless of whether you gain from the error), or we've good grounds for believing so, we can take any of the following action:

- void the order (and/or any resulting transaction) as if it had never been accepted;
- allow the order (and/or any resulting transaction) to remain in place until closed under these terms and conditions; or
- either amend the resulting transaction, or place a new transaction, so that (in either case) its terms are the same as the transaction which would have been placed and/or continued if the transaction had not been based on a manifest error.

In determining whether a transaction is based on a manifest error, we'll consider any relevant information including the state of the market at the time of the error or any error in, or lack of clarity of, the market data we receive from third party providers upon which we based our quote.

We'll do as much as reasonably possible to tell you beforehand if we take any of the action mentioned above but if this is not practicable to do so we'll tell you as soon as reasonably possible afterwards. If you believe that a transaction is based on a manifest error then you must tell us immediately.

If we find that a transaction is based on a manifest error and we take any action mentioned above, any sale proceeds arising from the closure of the transaction or any open position resulting from it will be due and payable to us without delay.

We're not responsible to you for any losses you suffer as a result of a transaction based on a manifest error other than as a result of our fraud, wilful act, or gross negligence.

## 35. Market Disruption

There may be times when certain market events disrupt your ability to enter into transactions via the investment platform. We call these events “market disruption events”. A market disruption event includes any of the following:

- the instrument you own or the underlying market on which the instrument trades is the target of a takeover offer or a merger offer or an insolvency event occurs in relation to the issuer of such instrument;
- trading of the instrument is suspended or limited for any reason whatsoever including, but not limited to, movements in the price of the instrument which exceed the limits set by the relevant underlying market or exchange, or trading in the instrument is restricted by the addition of special or unusual terms by the relevant underlying market or exchange;
- a transaction you’ve entered into in relation to any instrument via the investment platform is cancelled or suspended by the relevant underlying market or exchange;
- an unusual movement in the level of, or an unusual loss of liquidity in respect of, the instrument; and/or
- any other event which we’ve good grounds to believe has led to a market disruption event in respect of the instrument.

If we determine that a market disruption event has occurred on any day the underlying market or exchange on which the instrument trades is scheduled to be open for its regular trading session, then we’ll treat this day as a “market disruption day”.

If a market disruption day has occurred, or if we’ve good grounds for believing so, we can take any of the following action:

- suspend, limit or restrict the availability of orders in instruments that you may submit via the investment platform;
- treat any or all transactions that are then outstanding as having been cancelled and terminated;
- suspend or change the application of these terms and conditions if an exceptional event makes it impossible or impracticable for us to meet our obligations under these terms and conditions;
- remove or temporarily suspend the instruments that can be traded on the investment platform; and/or
- close out, replace or reverse any or all transactions, or take any other action as we consider necessary or appropriate.

We’ll do as much as reasonably possible to tell you beforehand if we take any of the action mentioned above but if this is not practicable to do so we’ll tell you as soon as reasonably possible afterwards.

We won't be responsible for any losses you suffer as a result of any actions we take or fail to take if a market disruption event occurs and during any period from the moment of its occurrence, other than as a result of our fraud, wilful act or gross negligence.

## 36. Exceptional Events

Whilst we'll do as much as reasonably possible to make sure that the investment platform and/or related investment service is not interrupted and is available to you on a continuous basis, there may be unusual or emergency market conditions beyond our reasonable control which may prevent us from meeting our obligations under these terms and conditions. We call these "exceptional events".

An exceptional event includes any of the following:

- any act, event or occurrence (including, but not limited to, any strike, fire, riot or civil commotion, natural disaster, epidemic, pandemic or public health emergency of a national or international concern, act of terrorism, war, industrial action, acts and regulations of any governmental or supranational bodies or authorities) that we've good grounds to believe prevents us from performing or otherwise delaying our performance of any or all of our obligations under these terms and conditions;
- the suspension or closure of any underlying market or exchange or the failure of any event on which we base, or to which we in any way relate, our quote;
- any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure;
- the failure of the third party broker for any reason to perform its obligations which is outside of our reasonable control;
- the failure of any exchange for any reason to perform its obligations; and/or
- the nationalisation of any underlying market or exchange on which an instrument trades by a government.
- If an exceptional event has occurred, or if we've good grounds for believing so, we can take any of the following action:
  - suspend, limit or restrict the availability of orders in instruments that you may submit via the investment platform;
  - treat any or all transactions that are then outstanding as having been cancelled and terminated;
  - suspend or change the application of these terms and conditions if an exceptional event makes it impossible or impracticable for us to meet our obligations under these terms and conditions;
  - remove or temporarily suspend the instruments that can be traded on the investment platform; and/or

- close out, replace or reverse any or all transactions, or take any other action as we consider necessary or appropriate.

We'll do as much as reasonably possible to tell you beforehand if we take any of the action mentioned above but if this is not practicable to do so we'll tell you as soon as reasonably possible afterwards.

We won't be responsible for any losses you suffer if an exceptional event occurs and during any period from the moment of its occurrence.

## 37. Breach Events

If you fail to meet one or more of your obligations to us under these terms and conditions, we call this a "breach event". A breach event includes any of the following:

- you've broken these terms and conditions, or our general terms of service related to your Revolut current account, in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to;
- we've good grounds to believe that you're behaving fraudulently or otherwise criminally;
- you haven't given us (or someone acting on our behalf) any information we need, or we've grounds to believe that information you have provided is incorrect or not true;
- you are resident in a country where the provision of investment services under these terms and conditions would be contrary to applicable law or regulation;
- an insolvency event occurs in relation to you;
- we've information that your use of the Revolut app is harmful to us or our software, systems or hardware;
- any representation or warranty given by you under these terms and conditions is or becomes untrue in any way;
- we've asked you to repay money you owe us and you haven't done so within a reasonable period of time;
- we've good reason to believe that you continuing to use your Investment account could damage our reputation or goodwill;
- we're required to do so under any law, regulation, court order or ombudsman's instructions; and/or
- any other circumstances where we reasonably determine that it's necessary to take any action set out in this section 37.

If a breach event occurs, or if we've good grounds for believing so, we can take any of the following action:

- close all or any of your open positions at the then current quote for the relevant instrument;
- cancel all or any of your orders;

- require you to close all or any of your open positions by a particular date;
- refuse to accept any orders which may lead to you holding new open positions;
- suspend your Investment account on a temporary or permanent basis; and/or
- terminate the agreement and close your Investment account with immediate effect.

If an insolvency event occurs in relation to you, we'll be deemed to have taken action under this section immediately before the insolvency event occurred. We won't be responsible for any losses you suffer that result from the occurrence of a breach event and any actions we take according to these terms and conditions in relation to the breach events.

Following the occurrence of a breach event in relation to you, we may set a date (we call this the "liquidation date") on which: (a) we'll close all of your open positions at the then current quote for the relevant instruments you hold; (b) we'll calculate all amounts due or owing to or from you in respect of any transactions or obligations that haven't been settled and treat all fees and charges immediately payable to us as a positive amount and all profits arising from the closure of your open positions as a negative amount and add up all amounts to produce a single amount in US Dollars (USD), Euro (EUR) or Sterling (GBP) (we call this the "liquidation amount"); (c) the liquidation amount will be paid by the close of business on the next business day following the termination of the agreement and closure of your Investment account.

## 38. Suspension of the Investment Platform and/or Investment Services

In addition to any other actions we may take under these terms and conditions or applicable laws and regulations, we can suspend access to your Investment account or provision of one or more investment services to you immediately if:

- we've good reason to believe that a breach event has occurred in relation to you;
- we've good reason to believe that a breach event has occurred, but we decide that it's reasonably necessary to investigate circumstances with a view to confirming this; and/or
- we're unable to provide access to the investment platform and/or related investment services due to any defect in or failure of any network, communication or computer systems owned or operated by us or any third parties.

If we've suspended access to your Investment account pending investigation, we'll try to finish our investigation within five (5) business days. Once we've finished our investigation, we'll let you know whether you may resume trading or whether we'll take any further action under these terms and conditions.

Any suspension of access to your Investment account won't affect any of your or our obligations that may have already been incurred prior to the suspension.

We won't be responsible for any losses you suffer if we suspend access to your Investment account other than as a result of our fraud, wilful act or gross negligence.

## 39. Termination and Investment Account Closure

You can close your Investment account, and so end the agreement with us, at any time by giving us at least thirty (30) calendar days' written notice. We call this a "termination notice". You can do this through the Revolut app, by writing to us at our head office or by emailing us at [feedback@revolut.com](mailto:feedback@revolut.com).

On the other hand, we can give termination notice, and so end the agreement, in the following ways:

- by giving thirty (30) calendar days' written notice to you at any time; or
- immediately on written notice to you if, for a period of six months or more, there hasn't been any activity in your Investment account, your Investment account doesn't contain any instruments and there is a zero cash balance in your Investment account;
- immediately on written notice to you if a breach event occurs under section 37 of these terms and conditions;
- immediately on written notice to you if an exceptional event occurs under section 36 of these terms and conditions; and/or
- immediately on written notice to you if you've used an abusive trading strategy, or we've good grounds for believing so, under section 42 of these terms and conditions.
- immediately on written notice to you if market abuse has occurred, or we've good grounds for believing so, under section 43 of these terms and conditions.

Where you or we give termination notice, any obligations that may have already been incurred prior to the date on which termination notice is given will remain unaffected.

Before agreement is terminated and your Investment account is closed, you must submit sell orders in respect of any instrument you hold as soon as possible and within twenty-one (21) calendar days of the date on which termination notice is given. Any fees and charges run up on your Investment account before it's closed will still need to be paid by you. You won't be able to submit any new orders or enter into any new transactions via the investment platform or give any other instruction, other than those which are necessary to close any open position before the termination notice was given. Your Investment account will be closed once all open positions are closed and you have no other obligations to us. If you haven't closed all open positions within the period of twenty one (21) calendar days' notice, we can take all or any of the actions mentioned in this section of these terms and conditions. Any proceeds arising from the sale or liquidation of your instruments will be credited to your Revolut current account.

Where we give termination notice we will:

- close out or cancel any or all of your open positions without notice to you on the basis of the then current quote for the instrument displayed via the investment platform or, where the underlying market or exchange is closed, at the next available price on the opening of the underlying market or exchange, or as required under applicable law; and/or

- be entitled to receive from you all fees, costs, charges, expenses and liabilities accrued or incurred by you up to the date that termination notice was given.

The following rights and obligations under these terms and conditions will continue to apply to you after the agreement is ended and your Investment account is closed:

- any indemnity that you give to us under section 41;
- your confidentiality obligations under section 50;
- the representations and warranties that you give to us under section 14;
- any exclusion of our liability under section 40; and
- any other rights or obligations you have which arise before the agreement is ended and your Investment account is closed.

Any action we take under this section 39 won't affect any other right of action we have under these terms and conditions or under applicable law.

Once the agreement has been terminated, your Investment account will be closed and you'll no longer have access to the investment platform or receive relevant investment services from us.

## 40. Limitation of Liability

In the event we fail to meet our obligations under the agreement, we'll be responsible for any losses that we could have foreseen at the time we entered into the agreement, or for losses that result from our fraud, wilful act or gross negligence.

However, we won't be responsible to you for any losses you suffer as a result of any action we take or fail to take in providing the investment platform and/or related investment services or otherwise resulting from the activities to which these terms and conditions do not apply other than as a result of our fraud, wilful act or gross negligence.

In particular, we won't be responsible for any losses you suffer as a result of:

- your access to or use of (or any inability to access or use) the investment platform;
- any negative tax implications of entering into a transaction via the investment platform;
- any delay or change in market conditions before an order is executed by the third party broker;
- any action that a third party takes or fails to take, including the third party broker;
- any exceptional event;
- any manifest error;
- any market disruption event;
- your inability to communicate with us for any reason; and/or
- the unauthorised access by any person to the investment platform.

We won't be responsible for any losses you suffer resulting from your failure to limit such losses, including but not limited to, your failure to do anything which would prevent potential losses or that would reduce existing losses known or foreseeable by you or that would have been known or foreseeable had you acted carefully.

## 41. Indemnity

In the event you fail to meet your obligations under the agreement, you'll be responsible for paying in full any foreseeable losses we suffer as a result of your action. We call this an "indemnity". You'll indemnify us and keep us indemnified against any and all losses which we may suffer directly or indirectly as a result of:

- any orders you submit and any transactions you enter into via the investment platform;
- any failure by you to perform any of your obligations under these terms and conditions;
- any breach of the representations and warranties made to us under these terms and conditions;
- any order you submit or any transaction you enter into via the investment platform in breach of any applicable market abuse regulation;
- any order you submit or any transaction you enter into via the investment platform which otherwise breaches any applicable law or regulation; and/or
- any act or fraud by you or by any person obtaining access to the investment platform whether or not you authorised such access.

You'll also indemnify and hold us harmless for and against all reasonable out-of-pocket expenses, including legal fees, administrative costs and expenses, we suffer as a result of any action we take under these terms and conditions, including any legal or investigatory action we take against you.

You won't be responsible for paying in full any foreseeable losses we suffer as a result of your action if this would mean that we are compensated twice for the same loss. We'll try to keep our losses to a minimum.

## 42. Abusive Trading Strategies

You can't use any electronic device, software, algorithm, server or any other strategy which exploits, manipulates or takes unfair advantage of the investment platform and/or related investment services, or otherwise act in an unfair manner. We call each of these strategies an "abusive trading strategy".

An abusive trading strategy includes, but is not limited to, the following:

- exploiting a fault, loophole or error in our software or systems;



- submitting orders or entering into transactions in order to exploit an erroneous quote displayed via the investment platform;
- using a trading strategy designed to return profits by taking advantage of delayed quotes or through high volumes of transactions;
- targeting tick fluctuations rather than movements reflecting the correct underlying prices;
- reverse engineering or avoiding security measures in the Revolut app, website or investment platform; and/or
- using artificial intelligence, ultra-high speed, or mass data entry to manipulate, game, abuse, or give you an unfair advantage on the investment platform and/or related investment services.

If you use an abusive trading strategy to submit orders via the investment platform, or we've good grounds for believing so, we can take any of the following action:

- cancel all or any of your orders and/or transactions;
- treat all your transactions as void if they are transactions which generated profit, unless and until you produce conclusive evidence within thirty (30) calendar days' of our request that you have not in fact committed any breach of these terms and conditions;
- close all or any transactions or any resulting open positions;
- amend the transaction, or place a new transaction so that (in either case) its terms are the same as the transaction which would have been placed and/or continued had no abusive trading strategy been used;
- enforce the transaction against you if it's a transaction under which you have incurred a loss;
- withhold any profits deriving from the closure of the transaction or any open position resulting from it to the extent that we've good grounds to believe that they are related to an abusive trading strategy; and/or
- terminate the agreement and close your Investment account with immediate effect.

Any action we take under this section 42 won't affect any other right of action we have under these terms and conditions or under applicable law.

## 43. Market Abuse

When you submit an order in an instrument via the investment platform, the transaction arising from that order can have an impact on the underlying market or exchange for that instrument and on the quote for that instrument, which creates a possibility of what is known as "market abuse".

By entering agreement, you represent and warrant to us that:

- you won't submit or enter into, and have not submitted or entered into, an order or transaction in connection with any instrument which is available to trade via the investment

platform:

- a placing, issue, distribution or other similar event;
  - an takeover, merger or other similar event; or
  - any corporate finance activity.
- you won't enter and have not entered into a transaction that breaches applicable law or any other law against insider dealing or market manipulation;
  - you'll be treated as dealing in securities within the meaning of applicable law each time you submit an order in an instrument or enter into a transaction via the investment platform; and
  - you won't submit and have not submitted an order or entered into a transaction via the investment platform in circumstances which may be regarded as market abuse including any order or transaction which, if the third party broker chooses to hedge (whether in part or in whole) its exposure to you in relation to that order or transaction, may be regarded as market abuse.

Each representation and warranty you give above will be deemed repeated each time you submit an order in an instrument or enter into a transaction via the investment platform.

If any representation and warranty you give above is or becomes incorrect or untrue in anyway, or we've good grounds for believing so, we can take any of the following action:

- cancel all or any of your orders and/or transactions;
- treat all your transactions as void if they are transactions which generated profit, unless and until you produce conclusive evidence within thirty (30) calendar days' of our request that you have not in fact committed any breach of these terms and conditions;
- close all or any transactions or any resulting open positions;
- amend the transaction, or place a new transaction, so that (in either case) its terms are the same as the transaction which would have been placed and/or continued if there had been no market abuse;
- enforce the transaction against you if it's a transaction under which you have incurred a loss;
- withhold any profits deriving from the closure of the transaction or any open position resulting from it if we've good grounds for believing that they are related to market abuse; and/or
- terminate the agreement and close your Investment account with immediate effect.

Any action we take under this section 43 won't affect any other right of action we have under these terms and conditions or under applicable law.

We're entitled (and in some cases required) to report to our regulator details of any order you submit and/or any transactions you enter into via the investment platform. You may also have to make appropriate disclosures in connection with such orders and/or transactions and you confirm that you'll do so where so required.

## 44. Trade Reporting

We may be required by applicable law to make information and data regarding certain transactions you enter into via the investment platform public. By entering into the agreement, you understand that any and all proprietary rights in such transaction information and data are owned by us and you waive any duty of confidentiality attaching to the information which we reasonably disclose.

## 45. Transaction Reporting

We may be required by applicable law to disclose all information and data regarding the transactions you enter into via the investment platform to our regulator. By entering into the agreement, you understand that any and all proprietary rights in such transaction information and data are owned by us and you waive any duty of confidentiality attaching to the information which we reasonably disclose.

To enable us to comply with our obligations under applicable law, you must promptly deliver to us transaction data and any other information that we may request from you to enable us to complete and submit transaction reports to our regulator.

## 46. Payment of Your Orders

Before you submit an order to buy an instrument via the investment platform, you must ensure that you've sufficient available funds in your Investment account in the currency in which the instrument is traded on the relevant market or exchange to pay for your order.

If the amount of available funds in your Investment account is insufficient to cover the full cost of your order, you must transfer funds from your Revolut current account to your Investment account, which will be converted to US dollar (or any other relevant currency) denominated funds on your instruction. When you transfer funds from your Revolut current account to your Investment account, we'll treat this as an instruction from you to transfer such funds to the client money account, which will become immediately available to pay for your order in the instrument.

When you set up a recurring buy order, you may select an automated top-up feature. We call this feature an "auto top-up". By selecting the auto top-up feature, you give us permission to deduct funds from your Revolut current account so as to effect payment of your recurring buy order. The deduction of funds will be based on the indicative price of the instrument and the relevant fees at the time you submitted your recurring buy order, and not on the indicative price and relevant fees at the time your recurring buy order was confirmed by us.

When you submit an order to buy an instrument via the investment platform, the indicative amount you're required to pay in relation to that order will be withheld in the client money account immediately on submission of the order; the exact amount will then be payable once the order is executed by the third party broker. All orders you submit via the investment

platform to buy or sell an instrument and all transactions arising from such orders will be executed and settled in US Dollars (USD), Euro (EUR) or Sterling (GBP). The value of any open positions and the total amount of available funds will be displayed in US dollars (USD), Euro (EUR) or Sterling (GBP) in your Investment account.

## 47. Costs and Charges

We'll charge you a commission for each transaction which exceeds the number of commission-free transactions you can enter into via the investment platform based on your relevant subscription plan (one of Standard, Plus, Premium, Metal or Ultra). We call this your "plan limit".

You'll be charged commission in respect of an order which is transmitted to the third party broker for execution. Any fees charged in connection with any transaction arising from such an order will be debited from your Investment account once your order has been transmitted to the third party broker for execution. Certain instruments which are available to trade via the investment platform (such as ETFs and MMFs) may have additional instrument-related charges, such as a management fee, performance fee, entry or exit fees that may affect the returns on your investment. Please make sure you review the KID and prospectus for the relevant instrument or our ex-ante costs and charges disclosure document prior to entering into a transaction via the investment platform.

We also charge a monthly custody fee in USD and/or EUR (depending on the instruments safeguarded on your behalf) based on the market value of your assets held by the third party broker.

Further details on how we charge commission and custody fee are provided in our Fee Schedule and Payment Terms available at the end of these terms and conditions and via the investment platform.

You can also read our full ex-ante costs and charges disclosure document on our [website](#).

## 48. Tax on Your Instruments

You should be aware that various tax regimes may apply to your trading in instruments depending on your personal tax status and the rules and regulations in force from time to time. You're solely responsible for payment of all taxes due and for the making of all related claims whether for exemption from withholding taxes or otherwise, for filing any and all tax returns and for providing any relevant tax authorities with all necessary information in relation to any instruments you purchase via the investment platform. You should seek independent advice if you've any questions in this respect. We don't provide tax advice.

We may make any tax deduction or withholding from any profits credited to your Investment account that we're required to make by applicable law, and any payment required in connection

with that tax deduction or withholding, and we won't be required to increase any payment in respect of such deduction or withholding make or otherwise compensate you for that deduction or withholding.

## 49. Your Personal Information

To provide the investment platform and related investment services under the agreement, we need to collect information about you. Under data protection law, we're 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 on our [website](#).

By entering into the agreement, you give us permission to collect, use, process and disclose your personal information (including your name, contact details and account details) for the purpose of providing our services to you in accordance with Revolut's Privacy Notice, which doesn't affect any rights and obligations you or we have under data protection law. This may include transferring your personal information outside the European Economic Area. Where this occurs, we'll do as much as reasonably possible to make sure that your personal information is handled securely and in line with our Privacy Notice and data-protection laws.

You can withdraw your permission by closing your Investment 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 investment platform and related investment services, but we may need to keep your information for other legal reasons.

If you'd like more information about how Revolut Securities Europe UAB collects, uses, processes and discloses your personal information, please contact us through the Revolut app or by sending an email to [dpo@revolut.com](mailto:dpo@revolut.com).

## 50. Confidentiality

By entering into the agreement, you give us permission to disclose to other entities within the Revolut group (including Revolut Bank UAB and Revolut Ltd), the following information:

- the fact that you're our client;
- the services we provide to you;
- the Investment account number;
- your Investment account balance(s);
- operations performed or being performed on your behalf;
- your debt obligations to us;
- circumstances of providing the financial services to you;
- conditions of any agreement between us;
- your financial situation and assets;

- other commercial information you've provided to us when opening your Investment account; and
- your activities, plans, debt obligations or transactions with other persons.

The above information would be disclosed in case it's necessary for the performance of financial accounting, audit, risk assessment, or when we use common information systems or technical equipment (servers), or when it's necessary for the provision of services.

All of the above we call a "client secret", which we have to protect as required by the applicable regulations.

By entering into the agreement, you understand and confirm that in case you haven't changed your preferences in the Revolut app, other Revolut users having you in their contact list will be aware of the fact that you're our client. You can change your preferences at any time.

## 51. Compensation

You may be entitled to compensation from the Liabilities to Investors Insurance Scheme in connection with the services provided to you under the agreement, details on which are available in [English](#), [Lithuanian](#) and [German](#) languages.

## 52. Complaints

We always do our best, but we realise that things sometimes go wrong. If you have a complaint related to the investment platform and/or related investment services, in the first instance you should contact us via the Revolut App chat function.

If you prefer, you can make your complaint using this [form](#) or you can email us at [formalcomplaints@revolut.com](mailto:formalcomplaints@revolut.com).

You'll need to tell us:

- your name;
- the phone number and email address associated with your account; when the problem arose; and
- how you'd like us to put the matter right.

We'll investigate your complaint and issue you with a response; we'll endeavour to respond to all complaints within three (3) business days.

If you're unhappy with the proposed resolution, or if we're unable to respond within this time frame, we'll acknowledge the complaint within four (4) business days and we'll aim to conclude our investigation within fifteen (15) Lithuanian business days. At the end of the fifteen

Lithuanian business days period, we'll provide a written response or, alternatively, we'll provide a response detailing why the firm is not in a position to resolve the complaint and that a final substantive response will be provided within thirty-five (35) Lithuanian business days from the initial date that the response was received. We'll communicate with you in English, unless we tell you otherwise.

Further details on how we handle complaints is provided in our Complaints Handling Policy available both in [English](#) and [Lithuanian](#) languages.

If you're an eligible complainant and you're dissatisfied with how we've dealt with your complaint, you can, within twelve (12) months of the date you sent us a complaint, refer it to the BoL. The BoL may be contacted at:

Address: Žalgirio g. 90, LT-09303, Vilnius, Lithuania

Phone: +370 800 50 500.

You can find out more information about the complaint handling at BoL on their [website](#).

## 53. Bereavement

In the event of your death, your legal personal representatives must provide us with formal notice in the form of an original death certificate or a copy certified by a solicitor, notary or another regulated professional person. Once this formal notice has been received by us, we'll suspend your Investment account.

The value of your open positions, and any available funds in your Investment account, may form part of your estate. If your personal representatives require funds to be withdrawn from your Investment account, we'll allow the requested funds to be withdrawn from your Investment account. However, any such request must be in writing and supported by the relevant legal documentation including, but not limited to, a Will which is accompanied by a grant of probate document or a registered power of attorney. We won't provide investment, financial, legal, tax, regulatory or any other advice to the executor of your will or administrator of your estate.

We won't be responsible for any losses resulting from any change in the value of your open positions whilst we await instructions from any of your legal personal representatives other than as a result of our fraud, wilful act or gross negligence.

The agreement will continue in effect and any applicable charges will continue to be charged after your death, until such time as your Investment account is closed and the agreement is ended.

## 54. Variation and Amendments

We may from time to time by written notice to you amend or replace any section or part of these terms and conditions or any other document forming the agreement in whole or in part

for the following reasons:

- to make them clearer or more favourable to you;
- to correct a mistake or oversight;
- to comply with or reflect a change of applicable law, regulation or code of practice;
- to reflect a change in market conditions;
- to provide for the introduction of new systems, service procedures, processes, changes in technology, products and/or services; and/or
- to introduce new instruments and/or services;
- to remove an existing product or service.

An amendment or replacement of any section or part of these terms and conditions or any other document forming the agreement to make them clearer or more favourable to you, to reflect a change of applicable law, to introduce new instruments and/or services, or to correct a mistake or oversight may take effect immediately.

Any other amendment or replacement of any section or part of these terms and conditions or any other document forming the agreement will, unless we receive your written objection, take effect on the date we specify, which will be no earlier than ten (10) days after we give you written notice.

If you give us written notice that you object, then the change(s) won't be binding on you, but we may require you to close your Investment account as soon as possible and/or restrict you to submitting orders in instruments to close your open positions.

If you don't give us written notice that you object, then you'll be deemed to have accepted the relevant change(s).

Amendments to these terms and conditions or any other document forming the agreement won't be valid and binding unless they are agreed by us in writing.

## 55. Right to Transfer

We may at any time transfer any or all of our rights and/or obligations under the agreement without your consent provided that we've given you at least fourteen (14) business days written notice to you to that effect. When we transfer rights and obligations we call this "novation". When we only transfer rights, we call this "assignment".

In case any or all of our rights and/or obligations are transferred under this agreement to another person, you give us permission to transfer any client money and/or the instruments held in your Investment account to that person, or someone nominated by that person. We'll only transfer client money and/or the instruments held in your Investment account to another person who either will hold them under the LMFI and BoL rules or to whom we've exercised all



due skill, care and diligence in assessing whether that person will apply adequate measures to protect the client money and/or the instruments held in your Investment account. Where we intend to do this, we'll give you fourteen (14) business days prior written notice and, following any such transfer, the relevant successor will provide you the new terms and conditions that apply to the protection of client funds and/or the instruments held in your Investment account including the relevant compensation scheme arrangements that may apply.

If you don't want client money and/or the instruments held in your Investment account to be transferred under the agreement, you're entitled to close your Investment account and so end the agreement under section 39 (Termination and Investment Account Closure).

You can't in any way assign or transfer your rights, obligations or interests under the agreement or in any transaction or monies or assets held for you in any way.

## 56. No Waiver

If a breach event occurs in relation to you and we don't enforce our rights under these terms and conditions, or we delay in enforcing them, this won't prevent us from enforcing those or any other rights at a later date.

## 57. Governing Law

The laws of the Republic of Lithuania apply to these terms and conditions.

## 58 Rule 14b-1(c)

Rule 14b-1(c) of the Securities Exchange Act, unless you object, requires us to disclose to an issuer of U.S. listed shares, upon its request, the names, addresses, and securities positions of our customers who are beneficial owners of the issuer's securities held by us in nominee name. The issuer would be permitted to use your name and other related information for corporation communication only.

## **Fee Schedule and Payment Terms**

The commission that you may have to pay to us in connection with your orders depends on the nature of your plan limit and the currency of the country you live in. We call this the "base currency". A breakdown of what is and isn't included as part of your plan limit is provided in the table below:

Account type	Costs
Standard	1 free transaction per month and then an applicable Commission per transaction thereafter
Plus	3 free transactions per month and then an applicable Commission per transaction thereafter
Premium	5 free transactions per month and then an applicable Commission per transaction thereafter
Metal and Ultra	10 free transactions per month and then an applicable Commission per transaction thereafter

Once you have passed your plan limit, you'll pay a variable fee on each transaction thereafter. This variable fee will be the greater of 0.25% (if you are a Standard, Plus, Premium or Metal user) or 0.12% (if you are an Ultra user) of the order amount or the minimum country-specific fee listed below. We call this "Commission". The Commission will be charged at the time we receive the order. This means that you won't pay more (or less) in fees than you agree to when you submit your order, even if the quote for the relevant instrument changes between you submitting that order and the third party broker executing it. The Commission fee will be charged in USD or EUR, depending on the instrument you wish to trade, using the FX rate at the time of receiving the order. The minimum country-specific fees are as follows:

UK GBP 1.00

Eurozone, Iceland\* and Liechtenstein\*\* EUR 1.00

Denmark DKK 9.00

Norway NOK 11.00

Poland PLN 4.00

Romania RON 5.00

Czech Republic CZK 28.00

Sweden SEK 11.00

Bulgaria BGN 2.00

Hungary HUF 368.00

\*For Iceland, the equivalent minimum fee is ISK 154.30 however this may vary depending on currency conversion fluctuations.

\*\*For Liechtenstein, the equivalent minimum fee is CHF 1.09 however this may vary depending on currency conversion fluctuations.

We also apply a custody fee charged in USD and/or EUR (depending on the instruments safeguarded on your behalf) of 0.12% / 12 bps (annually) of the market value of your assets held by the third party broker, charged monthly. This fee will be deducted from your Revolut Investment account. We use the exchange rate that applies at the time. You can see the applied exchange rate in the Revolut app. Please see [here](#) for more information. Where applicable, any relevant regulatory fees imposed by any regulatory body will be passed back to you. Please read more on these fees [here](#). In all cases, if you will not have sufficient funds in

your Revolut Investment account(s) to cover the debt arising from the provision of investment services you owe to us, we will deduct the amount from your Revolut current account. In case there are no sufficient funds in your Revolut current account then we may liquidate some or all of your financial instruments to cover the amount you owe to us. You must take into consideration that selling part or all of your financial instruments might raise tax implications for you.

**By agreeing and accepting these terms and conditions, you agree that we may, and you give us permission to, instruct your Revolut account offering entity to deduct any amount you owe to us from your Revolut current account in case you do not have sufficient amounts in your Investment account.**

The currency in which the order should be executed is determined by the currency in which the instrument is traded on the relevant market. In order to execute the order, the currency in your Investment account will be converted to the relevant currency in which case a foreign exchange fee may apply. You can see the current exchange rate in the Revolut app. Once the currency has been converted, your transaction history in the Revolut app will show the exchange rate we used too. You should note that currency conversion services are provided to you by the Revolut account offering entity in your Revolut current account. Your Revolut account offering entity will apply currency conversion fees according to your selected subscription plan. Revolut account offering entity uses the rate that applies at the time it carries out the conversion.

## **Savings flexible account terms and conditions**

This section of the terms and conditions applies to you if you hold a flexible account with us. If there is any inconsistency between the provisions of this section and those of the general terms and conditions, the below will prevail.

### **1. Introduction to the savings flexible account product**

The savings flexible account product allows you to invest in Fidelity Institutional Liquidity Fund plc, an investment company organised in the form of an umbrella fund, which consists of multiple sub-funds. Each of these sub-funds is known as a "Fund" and, collectively, they are known as "Funds". Each Fund has its own investment strategy and objective, it has segregated liability between Funds, and represents a separate portfolio of assets.

You can invest in any or all of the Funds that we may make available to you via the Revolut app by purchasing a share in a Fund, which represents your participation in and your associated right(s) in respect of the capital of the Fund to which your order relates. You may find more detailed information in the prospectus or supplement relating to each Fund, which contain all of the relevant information you need in order to make an informed decision about whether to invest in a Fund. Before you invest in a Fund, you must read the key information document (the "KID") for your chosen investment. This will help you to assess whether an investment in the relevant Fund is appropriate for you or not and will include a description of the risks involved. You can request a free copy of the prospectus, the KID, as well as any of the Funds' annual and semi-annual reports via the messaging functionality of the Revolut app.

**By placing an order to invest in a Fund, you confirm that you have read and understood the KID that has been produced for your relevant investment.**

These Funds are considered to be short-term savings alternatives, giving you a place to grow your money temporarily. The types of money market funds we make available in the Revolut app seek to maintain a stable net asset value, which means that the value of each share in the fund remains stable even if there are market fluctuations. This is achieved by investing in high-quality assets that are less sensitive to market volatility. Please read through our Description of Services, Financial Instruments and Risks document (the "Risk Disclosure document") to understand the main risks associated with our Service. Our Risk Disclosure document should only be used as a general guide and not as an exhaustive list of all the risks presented when entering into transactions with us. We call the savings flexible account product and the overall investment service that we provide under these Terms, the "service", and the type of the account you hold with us the "flexible account".

To use the Service and set up your flexible account, you need to first have a Revolut investment account with us. If your Revolut investment account is closed, you will no longer be able to use the Services under the agreement. Your current account with the Revolut account offering entity (the "Revolut current account") is used to make and receive payments into and out of your flexible account. When you use the Service, we will work with the Revolut account offering entity to make a payment into or out of it.

Your flexible account is a sub-account of your Revolut investment account. Through your flexible account you can place orders with us on a non-advised basis, which we may transmit to an external service provider to whom we have delegated the responsibility of executing your orders on your behalf. We call this party the "fund manager". Use of your flexible account is limited to placing orders in the types of money market funds that relate to the service. You cannot use your flexible account to trade in any other financial instruments which you may find available via the investment platform. **Any money you deposit or withdraw from your flexible account will be treated as an instruction to buy or sell shares in the relevant Fund of your choice.**

## 2. Relationship with the Third Party Fund Manager

In order to provide the service under these Terms, we've entered into an agreement with a Fund manager with whom we've opened an account, through which transactions will be executed on your behalf. We call this the "omnibus account". The Fund manager provides execution, settlement and safe custody services (including services which involve the Fund manager providing safekeeping of your financial investments) to us in connection with the transactions executed through the omnibus account. The fund manager with whom your investments are held will always be stated in the Revolut app.

For the purposes of the service, Revolut Securities Europe UAB is the sole client of the Fund manager. The Fund manager won't provide services directly to you and doesn't know your identity. We remain responsible for all matters relating to these Terms.

Although we've exercised all due care, skill and diligence in selecting, appointing and periodically reviewing the Fund manager, we aren't responsible for any losses you suffer as a result of any actions that the Fund manager takes or fails to take other than as a result of our fraud, wilful misconduct or gross negligence.

### 3. Fund Types

The Funds that you can invest in via the Revolut app may change from time to time. In particular, we have the sole discretion whether to add to or remove specific Funds and/or impose restrictions or limitations on certain Funds and/or volumes of shares of Funds that may be bought or sold via the Revolut app.

If we suspend and/or remove a Fund from the Revolut app, it will mean that you'll no longer be able to submit orders to buy and/or sell shares in that Fund. In the event that a Fund is no longer available via the Revolut app, and we cannot support holding shares in that specific Fund, we will contact you to confirm the options available to you, which may include the requirement for you to submit sell orders for any open positions. In such cases, if the law allows, we will try to provide you with reasonable notice before any changes are made and the proceeds of sale will be paid to your Revolut current account. From the date the sell order is submitted, you will stop earning interest on your shares in the impacted Funds. We won't be responsible for any losses you suffer as a result of suspension and/or removal of a Fund from the Revolut app and for the compulsory sale of your shares due to such events.

### 4. Orders and dealings

An order is an instruction from you to either buy or sell shares in a Fund which is made available to you via the Revolut app. By adding money into your flexible account, you instruct us to buy shares in the relevant Fund of your choice at the valuation of the next dealing day. Similarly, if you decide to withdraw money from your flexible account, you instruct us to sell shares in the relevant Fund for the amount you wish to withdraw at the valuation of the next dealing day. You can place buy and sell orders at any point in time via the Revolut app. We will only execute orders on the same day if they are placed before the dealing cut-off time on a

dealing day. A “dealing day” means a day on which banks are open in the Republic of Lithuania as well as a normal banking day in the denominated currency of the Funds. A business day has the same meaning as that of a dealing day.

The dealing cut-off time is **10:00 AM EET** (timezone in Lithuania). Orders submitted for execution after the dealing cut-off time will be automatically rolled over for execution on the next dealing day.

The Funds we may make available to you via the Revolut app are normally priced once per dealing day. The price is based on the Net Asset Value (“NAV”) of the underlying holdings divided by the number of shares in issue. Dealing in such Funds takes place on a forward-pricing basis, which means that a buy or sell order is placed at the next available valuation point. For this reason, we’ll display the execution price after you place your order via the Revolut app. The price of a share in a Fund is not something we can control but it does determine the number of shares you will receive for your executed order. When you place an order via the Revolut app (this is when you add money into, or withdraw from your flexible account), your order constitutes an offer to enter into a transaction with us at the valuation of the Fund on the next dealing day.

While we’ll do as much as reasonably possible to make sure your order is transmitted without delay to the Fund manager for execution, we’re not responsible for the speed and/or timing of such order execution by the Fund manager.

## 5. Interest

When setting up your flexible account with us, you may see the annual gross interest you may earn when using our service in the Revolut app. The interest is subject to change and is calculated daily by the Fund manager. The amount of interest we display in the Revolut app represents the actual interest rate on the investments entered into on the previous dealing day before the dealing cut off time. The calculation of the daily interest rate is based on the Fund’s annual gross interest estimate and it is not controlled by us. Past performance of the Fund is not necessarily an indication of how the Fund will perform in the future.

We may not be able to pay to your Revolut current account any interest accrued on your shares which amounts to less than EUR 0.01 or the currency equivalent depending on the Fund you have invested in. For these purposes, such amounts would constitute client money and would be safeguarded in the client money account.

## 6. Automatic reinvestment of interest

Your shares in the Fund(s) will accrue interest on a daily basis and you will always be able to view the interest rate calculated for the previous dealing day in the Revolut app. Any interest accrued over the course of the month may be available for you to withdraw on a daily basis but it is only paid out by the Fund manager once a month, on the first business day of the following month. Any interest not withdrawn by the end of the month is automatically reinvested into the

same Fund on your behalf. We will normally reinvest any interest accrued in the previous month on the second business day of the next month, in the same Fund(s) that paid the interest. The minimum amount qualifying for the reinvestment of accrued interest is EUR 0.01 or currency equivalent depending on the Fund you have invested in.

## 7. Refusal of orders

In addition to the non-exhaustive list of reasons shared in section 26 of these Terms and Conditions, we may also refuse your order if the Fund manager has declared a stressed market environment.

## 8. Order Execution

The only method available for investing in the relevant Funds available on the Revolut App under these Terms is to transmit the orders to the relevant Fund manager for execution. For the most part, the Fund manager will therefore be the only execution venue that we use for these orders.

**By agreeing to this section of the terms and conditions, you agree to the execution of your orders in the relevant Funds being carried outside of a regulated market or a multilateral trading facility.**

## 9. Settlement

We'll arrange for the Revolut account offering entity to deduct from your Revolut current account all money necessary to effect payment of any order you submit via the Revolut App. Under normal market conditions, the NAV of a share in a Fund will typically remain constant. In such cases, if you submit an order to buy shares before the dealing cut off time on a dealing day, your purchase of shares will settle on the next dealing day (we call this the "settlement day"). Settlement can only take place on a dealing day. In situations where there is a stressed market environment, the amount you have to pay for an order may change if the order is ultimately executed by the Fund manager at a price that is different to the constant NAV during normal market conditions. In such cases, although we may not require additional funds to settle your executed order on the settlement day, you may receive less shares in the relevant Fund than the amount you originally anticipated. Stressed market environments are considered an exceptional event and can only be declared by the fund manager. Please note that your shares in the relevant Fund will begin to accrue interest on the settlement day at the relevant daily rate. Settlement may be delayed under stressed market environments.

If you submit an order to sell shares in a Fund via the Revolut app and there are sale proceeds due to you from that sale, we will treat this as your instruction to us to pay the value of those proceeds to your Revolut current account. However, you should be aware that, although those sale proceeds may be credited to your Revolut current account, your order to sell the relevant shares may not have settled. Under normal market conditions, sell orders are typically settled in the same way as that of buy orders. For example, if you place a sell order before the dealing cut off point on a dealing day, settlement would typically occur within one (1) dealing day. However, if the Fund manager declares a stressed market environment, settlement of sale proceeds may be delayed and the value of your shares in the relevant Fund may decrease.

We will take all reasonable steps to ensure that the purchase of shares or the proceeds of sale received in settlement of the executed order are promptly and correctly delivered to your account.

We won't be responsible for any losses you suffer due to the Fund manager's declaration of a stressed market environment other than as a result of our fraud, wilful misconduct or gross negligence. In cases where we credit the proceeds of sale of your shares to your Revolut current account but we do not receive the same amount of money from the Fund manager in relation to your sold shares, you will be responsible for paying to us the difference between the amount credited to your Revolut current account and the amount we received from the Fund manager, if any. You agree that we may instruct the Revolut account offering entity to reverse credit with the difference between the paid out and received amounts. This will not be the case if the difference occurs as a result of our fraud, wilful misconduct or gross negligence.

## 10. Trade confirmations and account statements

Following the execution of your order, we'll confirm the transaction arising from your order no later than one business day following the execution by posting a confirmation via the Revolut app. We call this a "trade confirmation". However, the validity of the transaction won't be affected if we don't post the trade confirmation within this period of time or at all.

You can generate statements relating to your flexible account via the Revolut app. These statements will record transaction activity, the gross interest accrued on your shares and any other charges, fees as well as tax withholding amounts we have deducted. Your flexible account will be updated no later than 24 hours after any activity has taken place on your account. Your statements will not show any other investment activity you're undertaking with us, using your investment account.

The provision of trade confirmations via the Revolut app, and your ability to generate statements on at least a quarterly basis, will be deemed delivery of such documents. We can withdraw or amend any such documents at any time. We will not provide trade confirmations or account statements to you in hard copy.

You must review all trade confirmations and statements to check that they are accurate and correct. If you believe that any trade confirmation and/or statement you receive is incorrect,



you must tell us immediately.

## 11. Payment for your orders and withdrawals

When you put money into your flexible account, we will arrange for the Revolut account offering entity to deduct it from your Revolut current account. You can only put money into your flexible account, once you have selected the Fund you would like to invest in. If you put money into your flexible account, we will treat this as an instruction to place a buy order in the relevant Fund, for the full amount you've transferred at the next available opportunity. If the currency of the Fund is different to the base currency of your Revolut current account, your money will be converted to the currency of the Fund, on your instruction. The costs and charges associated with the currency conversion and applicable conversion rate will be clearly stated in the Revolut app. All orders you submit via the Revolut app to buy or sell shares in a Fund and all transactions arising from such orders will be executed and settled in US Dollars (USD), Euro (EUR) or Sterling (GBP). The value of any open positions will be displayed in US dollars (USD), Euro (EUR) or Sterling (GBP) in your flexible account.

Any money received into your flexible account after the dealing cut off time on a dealing day, which is subsequently withdrawn before the next dealing day's cut-off time, will not be invested.

## 12. Withdrawals

You can withdraw money from your flexible account at any time via the Revolut app. When you withdraw money before the dealing cut off point on a dealing day, we will process a sell order in the relevant Fund at the valuation of the next dealing day, for the amount you wish to receive back. We may return some or all of the proceeds of sale instantly by transferring them to your Revolut current account. The balance you hold in your flexible account would be reduced by the equivalent amount of your sell order.

Like buy orders, sell orders can be executed on the same day, if they are placed before the dealing cut off time on a dealing day. When you withdraw money from your flexible account, the proceeds may be made available to you in your Revolut current account before settlement of your executed order takes place. We reserve the right to only make proceeds available to your Revolut current account once we have received them as cleared funds from the Fund manager. Please note that if you withdraw money from your flexible account, the shares you hold in the Fund(s) will stop earning interest on the relevant settlement day. Any interest that is due and payable to you as a result of the difference between the settlement day and the day on which you have placed your withdrawal, would have already been added to your Revolut current account.

If a stressed market environment has been declared by the Fund manager in relation to any or all of the Funds we make available via the Revolut app, you may be unable to withdraw the cash value of the shares in the relevant Fund (either in whole or part) or you may be asked to pay a fee in order to proceed with the withdrawal. Please see the prospectus if you'd like to

understand more about the declaration and effect of a stressed market environment in the Funds.

We'll do as much as reasonably possible to tell you beforehand if we become aware of a stressed market environment but if this is not practicable to do so we'll tell you as soon as reasonably possible afterwards.

We won't be responsible for any losses you suffer if a stressed market environment occurs and during any period from the moment of its occurrence.

### 13. Costs and Charges

We charge an annual fee for delivering the service to you. We call this a "service fee". The service fee includes a fee, which is paid to us for the service we provide to you and a Fund service fee, which is paid to the Fund manager; it is an ongoing charge calculated as a percentage of the value of the shares you hold in the Fund(s). The service fee is calculated daily and is automatically deducted from the daily interest you receive on your shares in the Fund(s).

Depending on the currency of the Fund you invest in and the type of plan you have with the Revolut account offering entity, you may pay a different service fee when using our service. We'll always show you the service fee that applies to you in relation to our service before you place your order via the Revolut app.

The annual Fund service fee is set by and paid to the Fund manager to cover the costs incurred in relation to the Funds. The Fund service fee is 0.03% of the value of your shares in the Funds and it is paid on a monthly basis to the Fund manager. This fee is included in the service fee displayed in the Revolut app.

Please refer to the ex-ante costs and charges report for a detailed breakdown of the service fee, the Fund service fee and any other charges **associated with our service and the Funds**. A summary of the service fee, including Fund service fees, charged by Fund currency and by plan can be found below:

Fund Currency	Standard plan	Plus plan	Premium Plan	Metal Plan	Ultra Plan
EUR	0.90%	0.75%	0.30%	0.15%	0.05%
GBP	1.25%	1.00%	0.50%	0.25%	0.10%
USD	1.50%	1.25%	0.75%	0.50%	0.15%

**In the course of carrying out our service, we do not receive an inducement in the form of money, goods or services from any person other than the standard fees we receive from you in relation to our service and which are disclosed in the ex ante costs and charges report.**

**By entering into the agreement, you give us your express consent to deduct our fees, apply any reverse credits as well as exercise our right of set off by taking any money you owe us from any money we were due to pay to you.**

## 14. Tax on your investments

You should be aware that various tax regimes may apply to your investments in Funds depending on your personal tax status and the rules and regulations in force from time to time. You're solely responsible for payment of all taxes due and for the making of all related claims whether for exemption from withholding taxes or otherwise, for filing any and all tax returns and for providing any relevant tax authorities with all necessary information in relation to any shares in the Funds you purchase via the Revolut app. You should seek independent advice if you've any questions in this respect. We don't provide tax advice and nothing in these Terms should be considered as such advice.

If necessary, you may instruct us to make any tax deduction or withholding from any proceeds credited to your Revolut current account that we're required to make by applicable law, and any payment required in connection with that tax deduction or withholding. For certain jurisdictions we may have delegated the responsibility to process tax deductions or withholdings to the Fund manager to ensure compliance with applicable law.