Revolut People Terms and Conditions

These Terms govern the use of the Revolut People product by the legal entity using the Services under these Terms. Please read the Terms carefully before you start using Revolut People. By accepting these Terms, you agree to be legally bound by these Terms.

1. DEFINITIONS

The following definitions apply in these Terms:
1.1. **Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party.
1.2. **Applicable Laws** means all applicable laws, statutory instruments, directives, regulations, orders or other legal requirements of any jurisdiction that may apply to the activities contemplated by these Terms.
1.3. **Beta Services** has the meaning given to it in clause 10 (Feedback, Beta Services and Customer Data).
1.4. **Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
1.5. **Confidential Information** means all information that has been or will be disclosed by or on behalf of either party (as applicable, such entities collectively, the "**Disclosing Party**") to the other party or its Affiliates (collectively, the "**Receiving Party**") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including any third party information that the Disclosing Party may have access to under these Terms or other agreement, regardless of whether or not such disclosure or access is made verbally, in writing, in hard copy or electronic format, or otherwise. "**Confidential Information**" includes, without limitation, all information regarding Revolut People, the Services, the Documentation, marketing data, business plans, and technical information.
1.6. **Customer Data** means any data which Revolut accesses or obtains as a result of your use of the Services, including (but not limited to) the number of current active employees in your organisation, the number of your daily active Users, the projected growth of your organisation and the most used features by your employees.
1.7. **Data Processing Addendum** means the data processing addendum appended to these Terms.
1.8. **Dispute Notice** has the meaning given to it in clause 23 (*Dispute Resolution*).

1.9. **Documentation** has the meaning given to it in clause 2 (*Revolut People, Services and Documentation*).
1.10. **Effective Date** means the date on which we provide you with access to Revolut People and the Services.
1.11. **EU eIDAS** means Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market, as amended.
1.12. **Force Majeure** means any cause affecting, preventing or hindering the performance by a party of its obligations (other than payment obligations) under these Terms arising from acts, events, omissions or non-events beyond its reasonable control, including, by way of example, power outages, third party technical malfunctions, acts of God, riots, war, acts of terrorism, fire, flood, storm, pandemics (other than COVID-19 and its variants), earthquake, governmental action (excluding regulatory change), labour dispute (save where such dispute involves personnel of the non-performing party or its Affiliates or subcontractors) and any similar event beyond the reasonable control of the non-performing party, but does not include interruptions to internet, other communications or utilities.
1.13. **Trial Plan** has the meaning given to it in clause 18 (Trial Plan).
1.14. **Indemnified Claim** has the meaning given to it in clause 15 (*Indemnification*).
1.15. **Indemnified Party** has the meaning given to it in clause 15 (*Indemnification*).
1.16. **Indemnifying Party** has the meaning given to it in clause 15 (*Indemnification*).
1.17. **Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist, or will subsist now or in the future, in any part of the world.
1.18. **Invoice** means the invoice sent to you containing the order details related to the Services.
1.19. **Order Form** means the document that may be executed between You and Us containing the order details relating to the Services.
1.20. **Permitted Recipients** has the meaning given to it in clause 12 (*Confidentiality*).
1.21. **Revolut** means the applicable entity offering the Services to you based on the location where your business entity is incorporated or organised, which can be either:
1.21.1. Revolut Ltd, a company incorporated in England and Wales with company number 08804411 and whose registered office is at 30 South Colonnade, London, E14 5HX, United Kingdom, if you are incorporated or registered outside of the United States; or

1.21.2. Revolut Technologies Inc., a Delaware Corporation, with its principal place of business at 107 Greenwich Street 20th Floor New York, New York 10006, if you are incorporated or registered within the United States.
1.22. **Revolut Indemnified Parties** has the meaning given to it in clause 15 (*Indemnification*).
1.23. **Revolut eSign** means the electronic signature functionality made available within Revolut People which enables you, your Users and any other person you invite to prepare, send, complete and sign documents electronically.
1.24. **Revolut People** is a cloud-based software platform provided by Revolut which provides businesses a solution for managing employee-related functions and operations.
1.25. **Revolut People Landing Page** means the website page found at this hyperlink: https://revolutpeople.com.
1.26. **Sales Tax** has the meaning given to it in clause 3 (*Payment Terms*).
1.27. **Services** has the meaning given to it in clause 2 (*Revolut People, Services and Documentation*).
1.28. **Fees** means the fees you will pay for using Revolut People and the Services, as set out on the Revolut People Landing Page, the Order Form, or as otherwise communicated to you, where applicable. These fees may include any applicable discounts. The Fees may be updated from time to time in accordance with clause 3.1 (*Payment Terms*).
1.29. **Subscription Term** means the period set out in the Invoice or the Order Form starting on the Effective Date, unless terminated earlier in accordance with these Terms.
1.30. **Third Party Software** has the meaning given to it in clause 8 (*Disclaimers*).
1.31. **Users** means individuals whom you authorise to access and use Revolut People.
1.32. **User Data** means your personal data and personal data of your Users gathered pursuant to your use of Revolut People.
1.33. **UK eIDAS** means Regulation (EU) No 910/2014 as it forms part of the law of the United Kingdom, as amended.

2. REVOLUT PEOPLE, SERVICES AND DOCUMENTATION

2.1. Revolut grants you a limited, non-exclusive, non-sublicensable, non-transferable licence, to access and use Revolut People, the Services and the Documentation during the Subscription Term.
2.2. Revolut and our Affiliates will provide you with the services (the "**Services**"), as described on the Revolut People Landing Page, in the Documentation, and as otherwise set out in an Order Form (where applicable).
2.3. These Terms shall be read in conjunction with the documentation that Revolut will make reasonable efforts to provide to you at the start of the Subscription Term. This

documentation outlines the technical specifications and requirements to enable the delivery of the Services to you and supports your use of Revolut People (the “**Documentation**”).
2.4. If there is any inconsistency or conflict between these Terms, or any other documents referred to in it or annexed to it, the following order of precedence shall apply: (i) the Data Processing Addendum; (ii) the Order Form; (iii) these Terms; and (iv) the Documentation.
2.5. You acknowledge that Revolut People is an unregulated service.

3. PAYMENT TERMS

3.1. The Fees are payable for access to and use of the Services provided by Revolut under these Terms. We may adjust the Fees subject to providing you with a minimum of sixty (60) days’ written notice. This change will take effect upon renewal of your Subscription Term.
3.2. Discounts applied during a Subscription Term are valid for that term only and will not carry over to any subsequent renewal period, unless otherwise agreed in writing.
3.3 We will charge you the Fees for the Subscription Term by sending you the Invoice at the beginning of the Subscription Term, unless otherwise specified in the Order Form.
3.4. You may deactivate a User and replace them with a new User at no additional cost. Notwithstanding any decrease in the number of active Users, you remain liable for the Fees for the number of Users specified in your Invoice or Order Form for the duration of the Subscription Term. If the total number of Users exceeds that amount, Revolut may charge you in arrears for the additional Fees that are due based on the number of additional Users. The increased number of Users will apply for the remainder of the current Subscription Term and any subsequent renewal term.
3.5. Invoices for the Fees are payable in full within seven (7) days of the applicable Invoice date, unless otherwise specified in the Order Form.
3.6. If you do not pay any amount payable under these Terms by the due date, we may charge you interest, and/or suspend your access to the Services upon no less than 7 days' written notice.
3.7. The Fees are exclusive of any applicable sales tax, value added tax (VAT), goods and services tax, or other equivalent tax that is chargeable in any relevant jurisdiction ("**Sales Tax**"). You shall, on receipt of a valid Sales Tax invoice from us, pay such additional amounts in respect of Sales Tax as are chargeable on a supply of Revolut People and the Services. Apart from any Sales Tax that Revolut may be obligated to collect and forward to the relevant tax authorities, you bear sole responsibility for paying all other applicable taxes or duties.

4. CREATING AN ACCOUNT

4.1. In order to use Revolut People, a designated employee of your organisation will need to create a Revolut People account.
4.2. In order to create a Revolut People account, your designated employee will be asked to provide details including their name, email address, phone number, your organisation name and the number of Users at your organisation. These details will be used in accordance with our Customer Privacy Notice (available at http://www.revolutpeople.com/public/privacy-notice).
4.3. You will also be required to create a password at this stage. You are responsible for maintaining the confidentiality of your password. We will never ask you to share your password with us. You must notify us immediately in the event that you become aware of unauthorised access to your account or password.

5. RESTRICTIONS ON USE

5.1. You must only use the Revolut People product, Services and Documentation for internal business purposes.
5.2. You warrant that all Users will be 18 years of age or older.
5.3. You must not, and you will not permit any third party to:
5.3.1. use Revolut People other than in accordance with these Terms, Documentation and all Applicable Laws;
5.3.2. use Revolut People in any manner or for any purpose that infringes, misappropriates, or otherwise violates the right of any third party, including (but not limited to) the Intellectual Property Rights, data protection and privacy rights of any third party;
5.3.3. install, or otherwise introduce, harmful code or viruses onto Revolut People;
5.3.4. use Revolut People for illegal or prohibited purposes such as uploading content which is fraudulent, defamatory, sexually explicit, abusive, knowingly false or misleading, libellous, racist or encourages criminal behaviour;
5.3.5. rent, lease, lend, sell, sub-licence, assign, distribute or transfer in whole or in part the right granted to you to use Revolut People;
5.3.6. work around, or attempt to bypass, any of the technical limitations of Revolut People and/or enable functionality that is disabled or prohibited;
5.3.7. reverse engineer or attempt to reverse engineer, de-compile, disassemble or otherwise attempt to gain access to the source code, object code or underlying structure, ideas or algorithms of Revolut People;
5.3.8. copy, modify, translate, or create derivative works based on Revolut People;
5.3.9. access Revolut People, the Services or the Documentation in order to build a product that competes with Revolut People;

5.3.10. use Revolut People, the Services or the Documentation to provide services to third parties;
5.3.11. upload to Revolut People (or use Revolut People to process) any patient, medical or other individually identifiable protected health information regulated by the Health Insurance Portability and Accountability Act;
5.3.12. use Revolut People in any way which may damage the reputation of Revolut;
5.3.13. attempt to remove any proprietary notices from Revolut People; or
5.3.14. perform or attempt to perform any actions that interfere with the normal operation of Revolut People or affect use of Revolut People by other users.
5.4. If you fail to comply with any of the above restrictions, without prejudice to any other rights or remedies that we may have, Revolut may suspend or terminate your access to Revolut People with immediate effect.
5.5. You agree to comply with and will not use the Services in any manner that violates Applicable Laws related to economic, financial or trade sanctions or embargoes, export controls or other restrictive measures imposed by the United States of America (including those administered by the United States Department of the Treasury's Office of Foreign Assets Control), the European Union, any member state of the European Union, the United Kingdom (including those administered by HM Treasury), the United Nations or any other applicable jurisdiction.

6. REPRESENTATIONS AND WARRANTIES

6.1. Revolut warrants to you that during an applicable Subscription Term the Services shall be performed with reasonable care and in accordance with the Documentation in all material aspects. In the event that the Services fail to conform to this warranty, your exclusive remedy and Revolut’s entire liability shall be that Revolut shall exercise commercially reasonable efforts at its expense to:
6.1.1. modify the Services to materially conform to the functionality set forth in the Documentation, and
6.1.2. re-perform the Services in compliance with this warranty.
6.2. By accepting these Terms, you represent and warrant that:
6.2.1. You have full capacity, power and authority to accept these Terms;
6.2.2. There are no material actions, suits or proceedings or regulatory investigations pending or, to your knowledge, threatened against or affecting you before any court or administrative body or arbitration tribunal that might affect your ability to meet and carry out your obligations under these Terms;
6.2.3. You have obtained all requisite regulatory approvals, licences, consents, rights and permits to perform your obligations under these Terms;

6.2.4. Any AI system integrated within or used in conjunction with Revolut People will be used responsibly and ethically, and that active human oversight will be maintained at all times during its use; and
6.2.5. You have obtained all relevant permissions and consent to provide the User Data to us.
6.3. By accepting these Terms, you undertake that:
6.3.1. You will be liable for the acts and omissions of your Affiliates, Users, and your Affiliates' Users; and
6.3.2. You will provide reasonable assistance to Revolut to allow it to perform its obligations under these Terms.
6.3.3. You will be solely responsible for ensuring your compliance with all Applicable Laws.

7. DISCLAIMERS

By accepting these Terms, you acknowledge and agree that:
7.1. Except as expressly set forth in these Terms, Revolut People and the Services are provided on an "as is" basis, and Revolut disclaims all warranties, representations and conditions whether express, implied, statutory or otherwise to the fullest extent permitted by law.
7.2. Revolut does not warrant or undertake that Revolut People and the Services will enable or ensure that you comply with Applicable Laws.
7.3. Certain features or functionalities of Revolut People and the Services may rely on or integrate with third-party software, applications, or services (the "**Third Party Software**"). Your use of Third Party Software may be subject to the terms and conditions imposed by the respective third-party providers, including, but not limited to, OpenAI's Usage Policies and Revolut makes no representations or warranties regarding the quality, performance, or security of any Third Party Software, and shall not be liable for damages, losses, or disruptions arising from its use.
7.4. Revolut People and the Services may incorporate generative artificial intelligence (AI) technologies to support functionality, including but not limited to data analysis, content creation, and decision-making processes. We do not guarantee the accuracy, reliability, or suitability of the results of AI-generated outputs and disclaim liability for any consequences arising from their use. AI technologies may not be available in all markets.
7.5. . If you use Revolut eSign, the Schedule (Revolut eSign) applies to that use and forms part of these Terms.

8. UPDATES TO THE PRODUCT AND UPTIME

8.1. We may from time to time modify, update, enhance, or discontinue any feature, functionality, or aspect of Revolut People. We will not materially reduce the core features or functionality of Revolut People during your Subscription Term. Where we intend to make any material changes, we will provide you with no less than fourteen (14) days' prior written notice. Revolut will not be liable to you for any disruption as a result of such changes.
8.2. We will use commercially reasonable endeavours to make the Services available at least 99.5% of the time in any given calendar month, excluding scheduled maintenance windows and Force Majeure events.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Revolut shall retain all Intellectual Property Rights in Revolut People, the Services and the Documentation including all improvements, enhancements and modifications thereto. You are not granted any Intellectual Property Rights in the foregoing, or any right to use the Revolut trademark, logo, or brand features.
9.2. You grant Revolut and our Affiliates a worldwide, non-exclusive, royalty free licence to use, adapt and modify the User Data solely for the purpose of providing the Services pursuant to these Terms.
9.3. You retain all rights, title and interest in the User Data and any AI-generated outputs derived from the use of Revolut People based on your User Data.

10. FEEDBACK, BETA SERVICES AND CUSTOMER DATA

10.1. If you or any of your Users provide Revolut with ideas, suggestions, enhancement requests, feedback or recommendations ("**Feedback**") regarding Revolut People, the Services or the Documentation, the Feedback shall be deemed to be provided on a non-confidential and non-proprietary basis. Revolut shall be able to use the Feedback without being subject to any restriction, or any requirement to provide compensation or attribution to you.
10.2. You acknowledge and agree that Revolut may use Customer Data to:
10.2.1. provide you with the Services;
10.2.2. improve and develop Revolut People using aggregated, anonymised Customer Data only, including through benchmarking and analytics; and
10.2.3. comply with Applicable Laws. We will not use your data for advertising or marketing purposes or to train any artificial intelligence or machine learning models.

10.3. From time to time, Revolut may invite you to try, at no charge, Services that are not generally available to Revolut customers (“**Beta Services**”). Any Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, or by a description of similar import. Beta Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, are subject to change in Revolut's sole discretion, and may be subject to additional terms. You shall immediately inform Revolut of any bugs or errors experienced, and otherwise provide your Feedback to, and cooperate with, Revolut on Beta Services as reasonably requested by Revolut. Beta Services are provided “as is” with no express or implied warranty, and Revolut disclaims any and all liability for Beta Services. Revolut may discontinue Beta Services at any time in Revolut's sole discretion and may never make them generally available.

11. DATA PROTECTION

11.1. The parties shall comply with their obligations under the Data Processing Addendum.
11.2. For the avoidance of doubt, the legal entity using the Services under these Terms is fully responsible for evaluating whether its use of the Services is compliant with any Data Protection Laws that may be applicable to it.

12. CONFIDENTIALITY

12.1. Each party undertakes that it shall at any time during the Subscription Term, and for a period of five (5) years after termination or expiry of the Subscription Term, not disclose to any person, or authorise the disclosure of, any Confidential Information, except as permitted by this clause 12 (*Confidentiality*).
12.2. Each party may disclose the other party's Confidential Information:
12.2.1. to its Affiliates and their employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the relevant party's obligations under these Terms (“**Permitted Recipients**”). Each party shall ensure that its Permitted Recipients are aware of the confidential nature of the Confidential Information and comply with this clause 12 (*Confidentiality*); and
12.2.2. as may be required by law or a court, governmental body or regulatory authority of competent jurisdiction, provided that, to the extent it is permitted to do so, it shall:
12.2.2.1. notify the other party as soon as practicable upon becoming aware of the obligation to disclose and, to the extent that it is prevented from notifying the other party, it shall use commercially reasonable efforts to challenge any restriction on disclosure of the

request to the other party, which shall include applying to the court for the removal of such restriction where applicable; and
12.2.2.2. at the other party's request, use commercially reasonable efforts (and, where applicable, in cooperation with the other party) to avoid or limit the disclosure and obtain assurances as to the confidentiality and use of the data from the body to whom the Confidential Information is to be disclosed.
12.3. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under these Terms.
12.4. The Receiving Party will notify the Disclosing Party as soon as possible of any incident of unauthorised access to or use of Confidential Information of the Disclosing Party or and any other breach in the Receiving Party's security that affects the Disclosing Party or Confidential Information relating to the Disclosing Party.
12.5. The Receiving Party will take any and all appropriate actions to address any incident of unauthorised access to or use of Confidential Information relating to the Disclosing Party.
12.6. This clause 12 (*Confidentiality*) shall not apply to Confidential Information to the extent that:
12.6.1. it is or becomes publicly available without breach of these Terms;
12.6.2. was known by the Receiving Party without any obligation of confidentiality prior to its receipt from the Disclosing Party;
12.6.3. is rightfully disclosed to the Receiving Party from any third party without any obligation of confidentiality towards the Disclosing Party; or
12.6.4. is independently developed by the Receiving Party without use of or reference to any Confidential Information.
12.7. Confidential Information remains the exclusive property of the party owning it.

13. PROMOTIONAL USES AND ACTIVITIES

13.1. You grant to Revolut a non-exclusive, non-transferable, revocable, worldwide, royalty-free right during the Subscription Term to use your name and trademark to identify Revolut as your provider of people management services.
13.2. Revolut may use your name and logo as follows:
13.2.1. on Revolut's webpages that identify customers of Revolut People, for the sole purpose of identifying you as a customer of Revolut People; and
13.2.2. in Revolut's sales and marketing materials and communications (including in press announcements and blog posts on Revolut's websites), and financial disclosure documents, for the sole purpose of identifying you as a user of Revolut People.
13.3. Revolut may request that you participate as a reference customer in a case study regarding your use of Revolut People. By accepting these Terms, you agree to collaborate with Revolut to create a case study.

14. INDEPENDENT CONTRACTORS

The relationship between you and Revolut shall at all times be that of independent contractors. No employment relationship, partnership, joint venture or agency is formed between us by these Terms.

15. INDEMNIFICATION

15.1. Revolut shall indemnify you from and against any direct claims, suits, hearings, actions and all reasonably foreseeable and legally enforceable direct losses, damages, liabilities, fines, penalties, costs, losses, judgments or expenses (including reasonable attorneys' fees, legal costs and VAT), incurred by you as a result of a third party claim that the use of Revolut People or the Services in accordance with these Terms infringes any Intellectual Property Rights belonging to a third party (each an "**Indemnified Claim**").
15.2. Notwithstanding the foregoing, if Revolut reasonably believes that your use of any portion of Revolut People or the Services is likely to be enjoined by reason of any Indemnified Claims then Revolut may, at its expense and in its sole discretion: (i) procure for you the right to continue using Revolut People or the Services; (ii) replace the same with other products having substantially equivalent functions that are not subject to any Indemnified Claims of infringement; or (iii) modify Revolut People or the Services so that there is no longer any infringement, provided that such modification does not materially and adversely affect the functional capabilities of Revolut People or the Services. If (i), (ii), and (iii) above are not available on commercially reasonable terms in Revolut's judgement, Revolut may terminate the affected parts of Revolut People or the Services and refund to you the fees paid by you covering the remaining portion of the applicable Subscription Term after the date of termination.
15.3. Revolut's obligations in this clause 15 (Indemnification) do not apply to the extent the Indemnified Claim is caused by or related to:
15.3.1. your failure to implement Revolut People or the Services in accordance with the Documentation, unless modifications or amendments to Revolut People or the Services are agreed by the parties in writing;
15.3.2. your use of Third Party Software;
15.3.3. your breach of these Terms; or
15.3.4. your gross negligence, fraud or wilful misconduct.
15.4. You agree to indemnify, defend and hold harmless Revolut and each of its Affiliates, and their officers, directors, employees, subcontractors and agents ("**Revolut Indemnified Parties**"), against all claims, actions, proceedings, losses, damages, expenses and costs brought against any Revolut Indemnified Parties (including, without limitation, reasonable

legal fees and other litigation expenses) incurred by the Revolut Indemnified Parties, arising out of or relating to:

15.4.1. a claim that the User Data provided by you or any Affiliate in connection with your use of Revolut People infringes any third parties' Intellectual Property Rights;

15.4.2. a claim that arises as a result of you, an Affiliate, your Users or the Users of your Affiliates using Revolut People in a manner contrary to these Terms;

15.4.3. a violation of Applicable Laws in connection with use by you or any Affiliate of Revolut People;

15.4.4. a violation of these Terms by you or any Affiliate; and

15.4.5. a claim by a signatory or other third party relating to any document signed using Revolut eSign.

15.5. As a condition for the indemnifying party ("**Indemnifying Party**") to fulfil its obligations outlined in this clause 15 (Indemnification), the party to be indemnified ("**Indemnified Party**") shall:

15.5.1. promptly notify the Indemnifying Party in writing upon becoming aware of the Indemnified Claim;

15.5.2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Indemnified Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

15.5.3. provide the Indemnifying Party with such reasonable assistance regarding the Indemnified Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs incurred; and

15.5.4. not make any admission relating to the Indemnified Claim or attempt to settle it without prior consultation with the Indemnifying Party, provided that the Indemnifying Party considers and defends any Indemnified Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

15.6. If the Indemnifying Party does not elect to defend the Indemnified Claim or does not actively defend the Indemnified Claim, then Indemnified Party will have the right to defend or settle the Indemnified Claim in the manner it considers appropriate, at the cost of the Indemnifying Party and the Indemnifying Party will give Indemnified Party all reasonable assistance with the conduct of the defence and settlement of the Indemnified Claim.

16. LIMITATION OF LIABILITY

16.1. To the extent permitted by law, neither party shall be liable for any indirect or consequential losses arising from or in connection with these Terms (including any of its addendums).

16.2. Nothing in these Terms excludes your liability for any breach, infringement or misappropriation of Revolut's Intellectual Property Rights.
16.3. The maximum liability of Revolut in respect of any claims in connection with these Terms whether in tort (including negligence), contract, misrepresentation, pursuant to warranty or otherwise pursuant to these Terms, shall be limited to an amount equal to the value of 12 months of Fees paid or payable under these Terms.
16.4. You agree that Revolut shall not be liable for any breach by you of local labour laws, or for any loss arising from any document signed using Revolut eSign being invalid or unenforceable.
16.5. Liability is only limited to the extent permitted by Applicable Laws, and these Terms do not limit liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence or wilful misconduct, or any other liability which cannot be lawfully excluded or limited.
16.6. Each party shall take reasonable steps to mitigate the effects of any loss, damage, injury, claims, demands, costs, liability, proceedings and expenses which may give rise to a claim by it under these Terms, and shall give the other party notice as soon as possible once it becomes aware of any matter or event which could lead to an amount becoming due under these Terms.

17. TERM

17.1. These Terms will apply for the duration of the Subscription Term and will automatically renew for successive periods of the same length as the initial Subscription Term, unless either party provides the other with no less than forty-five (45) days' written notice of non-renewal, such notice to take effect at the end of the then-current Subscription Term.
17.2. On termination of these Terms for any reason:
17.2.1. all licences granted under these Terms shall immediately terminate and you shall immediately cease all use of Revolut People, the Services and/or the Documentation;
17.2.2. you will immediately destroy the Documentation that you have received if requested to do so by Revolut; and
17.2.3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Terms which existed at or before the date of termination shall not be affected or prejudiced.
17.3. The provisions of clauses 5 (*Restrictions on Use*), 12 (*Confidentiality*), 13 (*Promotional Uses and Activities*), 15 (*Indemnification*), 16 (*Limitation of Liability*),23 (*Dispute Resolution*), and the Schedule (Revolut eSign), will survive the termination or expiration of these Terms.

18. TRIAL PLAN

18.1. Revolut may make the Services available to you at no cost on a trial basis ("**Trial Plan**"). If you are using the Trial Plan, you are granted a limited right to access and use Services for evaluation purposes during the trial period designated in the Order Form (or, if no period is designated, for a maximum of seven (7) days from the Effective Date), together with any extension that Revolut may agree in writing. Your use of the Services is governed by these Terms as modified by this clause 18. In addition, the following specific provisions apply:
18.1.1. Trial Plan may be limited in functionality and may incorporate only specific products and services, all as determined by Revolut in its sole discretion;
18.1.2. Revolut does not guarantee that it will continue to make available the Trial Plan under these Terms or at all;
18.1.3. At the end of the Trial Plan period, you can choose to switch to a paid plan at the current Fees; and
18.1.4. During the Trial Plan period, Revolut shall have no liability whether in tort, contract, misrepresentation or otherwise pursuant to these Terms, including in relation to liability arising out of breaches of the Data Processing Addendum.
18.2. You will cooperate with us in good faith and in a timely and efficient manner during the Trial Plan period in order to enable us to identify and resolve issues that arise during your use of Revolut People. If necessary, we may request that you provide us with access to your software for the sole purpose of resolving such issues. In this event, you will provide us with access and you will be responsible for informing us of the restrictions and security requirements that apply to our access to your software.

19. SUSPENSION AND TERMINATION

19.1. Without prejudice to any other right or remedy it may have, either party (the "**Non-Defaulting Party**") may terminate these Terms with immediate effect by giving written notice to the other party within ten (10) days of becoming aware that any of the following events have occurred in respect of the other party (the "**Defaulting Party**"):
19.1.1. the Defaulting Party commits a material breach of these Terms and, within twenty (20) days after receiving written notice from the Non-Defaulting Party specifying the breach and requiring the breach to be remedied, the Defaulting Party fails to remedy such breach (if capable of remedy);
19.1.2. the Defaulting Party commits a series of breaches of these Terms that may not themselves be material, are notified to the Non-Defaulting Party and in each case, fail to be

uncured within twenty (20) days of such notice – if in aggregate such uncured breaches would amount to a material breach;
19.1.3. the Defaulting Party ceases or threatens to cease to carry on business or has become insolvent within the meaning of any Applicable Law;
19.1.4. if an annual vendor due diligence or sanctions audit shows the other Party is on any list of prohibited or restricted parties list maintained by the United Kingdom, European Union or its Member States or other applicable government authority.
19.2. Revolut may terminate these Terms with immediate effect by giving written notice to you if you are subject to a criminal conviction, regulatory sanction, or adverse legal finding that Revolut (acting reasonably) considers materially and detrimentally affects its reputation or regulatory standing.
19.3. Upon expiration or earlier termination of these Terms, you shall immediately discontinue use of and access to the Services. Expiration or termination will not affect your obligation to pay any Fees due before the effective date of such expiration or termination. No refunds of prepaid Fees will be made in connection with any termination or expiration of these Terms, unless the termination results from a material breach by Revolut or is made pursuant to clause 19.1.

20. VARIATION OF TERMS

We may vary these Terms at any time upon no less than thirty (30) days' prior written notice. Where changes are necessary to comply with Applicable Laws or are made for your benefit, we may implement such changes immediately upon written notice to you. Your continued use of Revolut People following the expiry of the applicable notice period will be deemed as acceptance of the varied Terms.

21. NOTICES

21.1. Any notice given under or in connection with these Terms shall be in English, in writing and sent by email. Notices shall be deemed to have been received on the day the email was sent.
21.2. All notices to Revolut shall be sent to contact@revolutpeople.com, with a copy to legalnotices@revolut.com.

22. HOW TO MAKE A COMPLAINT

If you're unhappy with our service, please contact us. You can contact us by email at: complaints@revolutpeople.com. We'll look into your complaint and respond to you by

email.

23. DISPUTE RESOLUTION

If any dispute arises in connection with these Terms, then a party shall give to the other party written notice of the dispute, setting out its nature and full particulars of the dispute, together with relevant supporting documents ("Dispute Notice"). On service of the Dispute Notice, the representatives of the parties shall attempt in good faith to resolve the dispute. If such persons are unable to resolve the dispute within thirty (30) calendar days (or such a longer period of time as mutually agreed in writing between the parties) from the date one party has served a Dispute Notice on the other party, either party may commence legal proceedings in relation to the dispute.

24. GOVERNING LAW AND JURISDICTION

24.1. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or or formation shall be governed by and construed in accordance with the laws of England and Wales. Each party agrees that the courts of England shall have exclusive jurisdiction to settle any dispute that may arise out of or in connection with these Terms.
24.2. If you are incorporated or registered in the United States, these Terms and any dispute or claim (including non-contractual disputes or claims) relating to the Revolut People product or arising out of or in connection with the Terms or the Terms' subject matter or formation shall be governed by and construed in accordance with the laws of the State of New York. Each party agrees that the courts of New York shall have exclusive jurisdiction over any dispute that may arise out of or in connection with the Revolut People product or these Terms.

25. MISCELLANEOUS

25.1. These Terms represent the entire agreement between you and Revolut and supersede any previous related discussions or agreements in relation to the subject matter.
25.2. Only you and Revolut have any rights under these Terms. No other person will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
25.3. You may not assign your rights under these Terms or subcontract any of your obligations to anyone else without our prior written consent. We may assign our rights or

obligations under these Terms at any time.
25.4. Neither party will be in breach of these Terms if such delay or failure results from Force Majeure. The party whose performance has been delayed, shall promptly give notice to the other party of the delay. In the event of Force Majeure persisting for more than 20 continuous Business Days, either party shall be entitled to terminate your subscription in Revolut People with immediate effect by giving notice to the other party.
25.5. A delay in exercising, or a failure to exercise, any rights in these Terms does not operate as a waiver of those rights. A waiver of a breach under these Terms shall not constitute a waiver of any subsequent breach.
25.6. If any provision of these Terms is invalid, illegal or unenforceable, then that provision will be severed, and the remainder of the provisions will continue in full force and effect.
25.7. These Terms are non-exclusive and Revolut may enter into similar agreements with third parties. Revolut makes no representation that these Terms are similar to or the same as the terms of any other agreement it has entered, or may enter into, with any third party.

SCHEDULE (REVOLUT eSIGN)

If you use Revolut eSign, you acknowledge and agree that:
1. Where UK eIDAS or EU eIDAS applies, Revolut eSign provides a simple electronic signature under UK eIDAS and EU eIDAS. It lets documents be signed electronically and records that the signatory approved the document. It is not an advanced or qualified electronic signature and does not verify the identity of signatories. For certain documents or in certain countries, a handwritten signature or a higher-level electronic signature may be needed. Signing records (such as timestamps and IP addresses) are kept for evidential purposes only.
2. Revolut is not a party to any document signed using Revolut eSign and is not responsible for its content, validity or enforceability, or for any dispute about it.
3. You are solely responsible for checking that this type of signature is suitable and legally valid for each document and in each country in which you use Revolut eSign, and for obtaining any consents and providing any copies required by Applicable Laws. Any information Revolut provides about electronic signatures is general information, not legal advice.
4. You are responsible for downloading and keeping copies of signed documents. If a signature request is voided or deleted, the related document and records may no longer be available.

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") is incorporated into the Revolut People Terms and Conditions ("**Principal Agreement**"). For the Purposes of this DPA, the Party accepting the Terms is the **Controller**.

1. DEFINITIONS

1.1. '**Data Protection Laws**' means any Applicable Laws relating to the protection of personal data or privacy, including (where applicable) the GDPR.
1.2. '**GDPR**' means the EU GDPR or UK GDPR (as applicable).
1.3. '**EU GDPR**' means the General Data Protection Regulation ((EU) 2016/679) as amended, superseded or replaced from time to time.
1.4. '**In-Scope Personal Data**' has the meaning given to it in Annex A (Data Processing Information).
1.5. '**Processing Purpose**' has the meaning given to it in Annex A (Data Processing Information).
1.6. '**Services**' means the services to be provided by Revolut under the Principal Agreement.
1.7. '**UK GDPR**' has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, amended, superseded or replaced from time to time.
1.8. The terms '**Controller**', '**Processor**', '**Data Subject**', '**Personal Data**', '**Personal Data Breach**', '**Process**' (including 'processing') and '**Supervisory Authority**' have the meanings given to them in the Data Protection Laws.
1.9. Any other terms used, but not defined in, this DPA will have the meanings given to them in the Principal Agreement.

2. RELATIONSHIP OF THE PARTIES

2.1. The parties acknowledge that for the purposes of the Data Protection Laws, you are the Controller and Revolut is a Processor in respect of the In-Scope Personal Data.
2.2. Both parties will comply with all applicable requirements of the Data Protection Laws.
2.3. Annex A (Data Processing Information) describes the subject matter, duration, nature and purpose of the processing, as well as the Personal Data categories and Data Subject types which Revolut may process to fulfil the Processing Purpose.
2.4. Revolut will not process In-Scope Personal Data for any purpose other than the Processing Purpose.

3. CONTROLLER OBLIGATIONS

3.1. Without prejudice to the generality of this DPA, Controller warrants that it has all necessary appropriate consents and notices in place to enable the lawful transfer of In-Scope Personal Data to Revolut for the duration and purposes of this DPA and the Principal Agreement.
3.2. Controller will be fully responsible for ensuring that it has an appropriate legal basis for any collection or processing of personal data of employees or prospective employees through the Services.

4. PROCESSOR OBLIGATIONS

4.1. Without prejudice to the generality of this DPA, Revolut will, in relation to any In-Scope Personal Data processed for the Processing Purpose under this DPA:
4.1.1. process In-Scope Personal Data only on the instructions of the Controller (as set out in this Agreement) unless Revolut is required by Applicable Laws to otherwise process such Personal Data. Where Revolut relies on Applicable Laws as the basis for processing In-Scope Personal Data, Revolut will promptly notify Controller of this before performing the processing required by the Applicable Laws, unless those Applicable Laws prohibit Revolut from doing so;
4.1.2. notify Controller without undue delay if it considers that any of Controller's instructions conflict with Data Protection Laws;
4.1.3. implement appropriate technical and organisational measures, including the measures set out in Annex C (*Technical and Organisational Measures*), to protect against unauthorised or unlawful processing of In-Scope Personal Data and against accidental loss or destruction of, or damage to, In-Scope Personal Data, having regard to the state of technological development and the cost of implementing any measures;
4.1.4. ensure that all personnel who have access to and/or process In-Scope Personal Data are obliged to keep the In-Scope Personal Data confidential;
4.1.5. to the extent necessary and technically possible, assist Controller in responding to any request from a Data Subject and in ensuring compliance with Controller's obligations under Data Protection Laws with respect to data security, impact assessments and consultations with Supervisory Authorities or regulators;
4.1.6. notify Controller without undue delay after becoming aware of a Personal Data Breach, and provide Controller with such assistance as it may reasonably require to comply with its obligations in respect of such Personal Data Breach under Data Protection Laws;

4.1.7. at the written direction of the Controller, delete or return In-Scope Personal Data and copies thereof to Controller on termination of the Principal Agreement unless required by Applicable Laws to store the In-Scope Personal Data. If Controller does not instruct Revolut to either delete or return the In-Scope Personal Data upon the termination of the Principal Agreement, Revolut will delete the In-Scope Personal Data within 90 days following the date of termination;
4.1.8. maintain complete and accurate records and information to demonstrate its compliance with this DPA, and provide Controller with a copy of such information upon request;
4.1.9. in the event Controller does not consider the information provided pursuant to paragraph 4.1.8 to be sufficient to determine Revolut's compliance with its obligations under this DPA, allow Controller or its designated auditor (provided such auditor is not a competitor of Revolut) to conduct audits of Revolut's facilities, provided that:
4.1.9.1. Controller must give at least 30 days' prior written notice of any such audit;
4.1.9.2. any audit shall be conducted during normal business hours and Controller shall minimise the disruption caused by the audit to the greatest extent possible;
4.1.9.3. Controller shall bear the costs involved in the audit; and
4.1.9.4. Controller shall only be permitted to carry out an audit once per calendar year during the Subscription Term.

5. SUB-PROCESSORS

5.1. Controller grants its general authorisation to Revolut to appoint third parties to process In-Scope Personal Data on Revolut's behalf for the Processing Purpose ("**Sub-Processor**"). If Revolut wishes to appoint or change any Sub-Processor, Revolut will notify the Controller in advance thereby giving Controller a reasonable opportunity to object to such appointment or change. For the avoidance of doubt, Controller consents to Revolut appointing the Sub-Processor(s) listed in Annex B (Approved Sub-Processors) as at the date of this DPA.
5.2. In respect of each Sub-Processor, Revolut will:
5.2.1. enter into a written agreement incorporating terms which are substantially similar to those set out in this DPA; and
5.2.2. remain fully liable to the Controller for all acts or omissions of the Sub-Processor.
5.3. Controller acknowledges and agrees that the providers of any Third Party Software it chooses to integrate with its Revolut People account shall not be considered sub-processors under this DPA. Controller will have its own independent relationship with these providers governing any data processing carried out by them on Controller's behalf. Revolut does not have any control over, nor assumes any liability for, the data processing activities conducted by these third parties.

6. COSTS

Revolut will be entitled to charge Controller reasonable costs in connection with any assistance it provides to Controller upon Controller's request pursuant to paragraph 4.1.5.

7. ORDER OF PRECEDENCE

In the event of any conflict between any provision of this DPA and any provision of the Principal Agreement, the provision of this DPA will prevail.

8. LIMITATION OF LIABILITY

Revolut's maximum liability arising out of or in connection with this DPA shall not exceed an amount equal to the total Subscription Fees paid or payable under the Principal Agreement in the twenty-four (24) months immediately preceding the event giving rise to the claim, and shall remain subject to the same exclusions as set out in the Principal Agreement.

ANNEX A

Data Processing Information

Subject matter and purpose of the processing
Revolut will only process the In-Scope Personal Data for the provision of the Revolut People services ("**Processing Purpose**").

Nature of processing
The specific processing activities carried out by Revolut to perform the Processing Purpose may include:

- data hosting;
- transmission;
- de-bugging (technical analysis and remediation);
- structuring;

- analysis and research;
- generative AI-related processing, including meeting and interview transcription;
- summarisation and querying and answering.

Duration of the processing
The term of the Principal Agreement.

Types of Personal Data
Revolut may process all types of Personal Data uploaded to Revolut People by the Controller when performing the Processing Purpose, including but not limited to:

- names,
- contact details,
- CV and job interviews details;
- employment details (such as employee performance data, attendance data, diversity data, salary information and any other employment details)
- meeting transcripts and summaries;
- survey responses.

(collectively, "**In-Scope Personal Data**")
Categories of Data Subjects
Data Subjects include Users (employees, prospective employees and job candidates of Controller)

ANNEX B

Approved Sub-Processors

Sub-Processor name	Location of processing	Nature and purpose of processing
Google Cloud	UK and EU	Data hosting
OpenAI, LLC	USA	Generative AI service provider used for AI-enabled features (such as video meeting summarisation)

ANNEX C

Technical and Organisational Measures
The technical and organisational measures implemented by Revolut to protect the In-Scope Personal Data will include the following:

Security Programme and Policies
Revolut maintains a security programme which includes documented policies which are updated and approved annually and communicated to appropriate personnel, assigned roles and responsibilities for security management and activities, and ongoing monitoring and review of security controls, systems and procedures.

Information Security Controls
Revolut has implemented a comprehensive suite of preventative, detective and corrective controls to protect the confidentiality, integrity and availability of customer data, these cover:

- Human resource security
- Asset management
- Access control management
- Physical & environmental controls
- Vulnerability management
- Logging & monitoring
- Anti-malware protections
- Network security
- Software development & change management
- Third party risk management
- Incident management
- Operational resilience & business continuity testing

Governance & Compliance
Revolut maintains a programme of internal and external audit & assurance to ensure continuing compliance with overarching regulatory and industry requirements. Revolut has completed a SOC2 Type 2 audit to provide an independent report on the operating

effectiveness of all of its controls in respect to Security, Confidentiality and Availability. Revolut maintains a PCI DSS and PCI 3DS compliant environment to ensure the security of card-handling processes & systems.