

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

## **The basics**

### **1. What's in these terms?**

These terms tell you the rules for using our website [www.revolut.com](http://www.revolut.com) (our site).

### **2. Who we are and how to contact us?**

Our site is operated in New Zealand by Revolut Payments New Zealand Pty Ltd (we or us). We are a company incorporated in New Zealand (NZBN 9429048733212). We have our New Zealand office address located at Level 1, 40 Bowen Street, Pipitea, Wellington, 6011, NZ.

To contact us, please contact customer services using the chat function on our site.

## **Use of the website**

### **3. By using our site you accept these terms**

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

### **4. There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy, which sets out the terms on which we collect and process any personal information. By using our site, you consent to such collection and processing and you warrant that all information provided by you is accurate.
- Our Cookie Policy, which sets out information about the cookies on our site.

## 5. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

## 6. We may make changes to our site

To the extent permitted by law, we may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities. We may suspend or withdraw our site.

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

# **Your responsibilities**

## 7. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using the customer chat function on our site.

## 8. How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright, trademark and other laws and treaties around the world. All such rights are reserved.

You may print one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## 9. Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to be personal advice on which you should rely and does not take into account your personal objectives, needs or financial circumstances. Before using any products or services we make available you should read the relevant terms and conditions for that

product or service. You may wish to obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

## 10. We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## 11. User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us using the customer chat function.

# **Our responsibilities**

## 12. Our responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to our products. You should read the terms and conditions associated with those products or services.

- Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity; and
- if defective digital content that we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us. Otherwise, to the extent permitted by law, we exclude all liability arising from your use of our site.

### 13. Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with these terms.

You warrant that any such contribution does comply with these terms, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who commences a legal process in any court, tribunal or files a complaint with an external dispute resolution body, claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site.

You are solely responsible for securing and backing up your content.

We are not responsible for viruses and you must not introduce them.

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## 14. Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with these terms.

If you wish to link to or make any use of content on our site other than that set out above, please contact us using the customer chat function on the website.

## **Legal bits and pieces**

### **15. Which country's laws apply to any disputes?**

If you are a consumer in New Zealand these terms of use, their subject matter and their formation, are governed by the laws of New Zealand. You and we both agree that the courts of New Zealand will have exclusive jurisdiction.

### **16. Our trademarks are registered**

REVOLUT is a registered trade mark in New Zealand owned by our parent company, Revolut Ltd. You are not permitted to use it without our approval.