

## Revolut Prepaid Visa and Prepaid Mastercard Cardholder Agreement

	Junior Account	Standard Plan	Premium Plan	Metal Plan
Plan Fee (paying monthly)	N/A	\$0.00	\$9.99	\$16.99
Plan Fee (paying annually)	N/A	\$0.00	\$94.99	\$149.99
Per Purchase Fee	\$0.00	\$0.00	\$0.00	\$0.00
ATM withdrawal (in-net.)	Up to 2%*	Up to 2%*	Up to 2%*	Up to 2%*
ATM withdrawal (out-net.)	Up to 2%*	Up to 2%*	Up to 2%*	Up to 2%*
Add money (card loads)	Up to 3%**	Up to 3%**	Up to 3%**	Up to 3%**
ATM balance inquiry (in-net.)	\$0.00	\$0.00	\$0.00	\$0.00
ATM balance inquiry (out-net.)	\$0.00	\$0.00	\$0.00	\$0.00
Customer service (in-app)	N/A	\$0.00	\$0.00	\$0.00
Customer service (live call)	N/A	N/A	N/A	N/A
Inactivity (after 12 mo. w/ no trans.)	\$0.00	\$0.00	\$0.00	\$0.00
	<b>We charge 12 other types of fees.</b> Here are some of them:			
Global Express Delivery Charge	N/A	\$19.99	\$0.00	\$0.00
Early Card and Membership Cancellation and Downgrade fees	N/A	\$0.00	Up to \$20.00	\$55.00

\* There is no ATM withdrawal fee up to the monthly amounts specified in your Plan (Standard Plan - \$200; Premium Plan - \$400; Metal Plan - \$600), after which you will be assessed a fair usage fee of 2% of the dollar amount of ATM withdrawals over those amounts. For Junior Accounts, after \$60 of ATM withdrawals from each individual Revolut Junior account per month, a 2% fee will apply.

\*\* There is no fee for adding money via direct deposit or debit card; a fee of up to 3% may apply if money is added via foreign (non-US) debit card or commercial debit card.

**No overdraft/credit feature.** Your funds are held by Metropolitan Commercial Bank, a FDIC-insured institution, and are insured up to \$250,000.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://cfpb.gov/prepaid).

Find details and conditions for all fees and services inside the package, or call 1-844-744-3512 or by visiting [revolut.com/en-US/legal/cardholder-terms](https://revolut.com/en-US/legal/cardholder-terms).

## Revolut Prepaid Visa and Prepaid Mastercard Cardholder Agreement

**IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY BINDING ARBITRATION.**

**THE CARD, CARD ACCOUNT AND RELATED FINANCIAL SERVICES, INCLUDING FOREIGN CURRENCY CONVERSION, REMITTANCES AND PEER-TO-PEER TRANSFERS, ARE ISSUED OR PROVIDED BY METROPOLITAN COMMERCIAL BANK. REVOLUT IS THE PROGRAM MANAGER FOR YOUR CARD, CARD ACCOUNT, AND OTHER RELATED PRODUCTS. IN THAT CAPACITY, REVOLUT MAY ACT TO PERFORM OBLIGATIONS UNDER THIS AGREEMENT OR ENFORCE RIGHTS UNDER THIS AGREEMENT, AS APPLICABLE.**

**1. Terms and Conditions for the Revolut Prepaid Visa® and Mastercard® Program.** This document is an agreement (“Agreement”) containing the terms and conditions that apply to either the Revolut Prepaid Visa® or Prepaid Mastercard® card that has been issued to you by **Metropolitan Commercial Bank** (Member FDIC). If your Card is a Prepaid Visa® card it is issued to you pursuant to a license from Visa U.S.A. Inc.; if your Card is a Prepaid Mastercard® card it is issued to you pursuant to a license from Mastercard International. Your Card makes available to you the services related to your Card or Card Account described in this Agreement (the “Program”). “Metropolitan Commercial Bank” and “Metropolitan” are registered trademarks of Metropolitan Commercial Bank © 2014. By using any of the services offered under this Agreement, or by accepting and/or using this Card, you agree to be bound by the terms and conditions contained in this Agreement. The “Program Manager” for the Program is **Revolut Technologies Inc.** (“Revolut”) together with its successor and assigns. As described in this Agreement, you can contact Revolut through the Revolut mobile application associated with the Program by sending an email to [compliance-us@revolut.com](mailto:compliance-us@revolut.com), or by calling the toll-free telephone number on the back of your Card: (844)744-3512. In this Agreement, “Card” means the Revolut Prepaid Mastercard or Revolut Prepaid Visa card, depending which one is issued to you by the Bank, and includes any Physical Card, Virtual Card, and Secondary Card(s) (each as defined below) you may request, as permitted under this Agreement. “Card Account” means the records we maintain to account for the value of funds associated with the Card or any other service offered under this Agreement. “Card Account Number” is the unique number assigned to your Card Account. “You” and “your” means the person or persons who have received the Card and who are authorized to use the Card as provided for in this Agreement. “We,” “us,” “our,” and “Bank” mean Metropolitan Commercial Bank, as the “Issuing Bank”, together with each of their successors, affiliates, and assigns. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

**To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties agents to obtain, verify, and record information that identifies each person who obtains a Card. What this means for you: When you apply for a Card, Revolut will ask for your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. Revolut also may ask to see your driver's license or other documentation bearing your photo as verification of your identity.** By participating in the Card program, you agree and warrant that all the information and statements you provide to us are complete and accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you falsify, misrepresent, or fail to provide accurate information that Revolut may request, we may cancel your Card. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds.

These Terms and Conditions are written in the English language. If this text is translated into another language and there is a conflict between versions, the English text will prevail.

**2. Your Card.** The Card is a prepaid card. The Card allows you to access funds loaded or deposited to your Card Account by you or on your behalf. You may access the funds in your Card Account by using (1) your Card, (2) the number inscribed or printed on the front of your Physical Card or the number provided to you in connection with

your Virtual Card, as applicable (the “Card Number” or “Card Numbers”), or (3) by automated clearinghouse (“ACH”) debit using your Card Account Number. The Card is **not** a credit card. The Card is **not** a gift card, nor is it intended for gifting purposes. You will **not** receive any interest on your funds on the Card or in your Card Account. The funds in your Card Account will **not** expire, regardless of the expiration date on the front of your Card.

The funds in your Card Account will be FDIC-insured once you have registered your Card Account and Revolut has verified your identity. See Section 27 on how to register your Card Account.

You may request, be issued, and/or use a physical plastic card (a “Physical Card”) or a virtual representation of the card (a “Virtual Card”). If you have and use a Physical Card and a Virtual Card at the same time, both forms of your Card are associated to one Primary Access Number (“PAN”), which allows you to access the funds available in your Card Account. Except as otherwise stated in this Agreement, you have the same rights and responsibilities under this Agreement whether you use a Physical Card or Virtual Card.

- a. **Virtual Card.** You may request a Virtual Card through use of the mobile app at the time of enrollment. Your Virtual Card will be displayed in the mobile app after the successful verification of your identity as described above and will be activated and ready for use after the first successful load of funds to your Card Account. You may access the funds in your Card Account by using your Virtual Card Number for transactions or purchase initiated over the phone or online. You will not receive a PIN for your Virtual Card. If you choose to receive and use a Physical Card, you will be able to continue using your Virtual Card.
- b. **Physical Card.** If you request a Physical Card, it will be mailed to the address you provide to the Program Manager during the registration process. When you receive your Physical Card, use the mobile app to activate the Card and receive your PIN (as set forth in the Section of this Agreement titled “Personal Identification Number (“PIN”). Upon receipt and activation of your Physical Card, you will be able to continue using your Virtual Card.

**3. FEES. THE FEES RELATING TO THE USE (AND MISUSE) OF YOUR CARD ARE SET FORTH IN THE “SCHEDULE OF FEES AND CHARGES (SCHEDULE A)” ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES INCURRED PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE WITHDRAWN FROM YOUR CARD ACCOUNT AND WILL BE ASSESSED SO LONG AS THERE IS A REMAINING BALANCE IN YOUR CARD ACCOUNT, UNLESS PROHIBITED BY LAW.** You agree to pay all fees associated with the Card Program. We may from time to time amend the Fee Schedule at our sole discretion as set forth in the Section of this Agreement titled “Amendment and Cancellation.”

**4. Card Liability and Secondary Cards.** Depending on your chosen plan, you may request up to two additional Physical Cards, five Virtual Cards, and one disposable virtual card (each a “Secondary Card”). The maximum number of Secondary Cards permitted is six (6).

You may request an additional Card (a “Junior Card”) to allow your child (the “Junior”) access to funds that you (as a parent or legal guardian) designate from your Card Account. You may only request one Junior Card per Junior, and only one Junior per Junior Card. The total number of Junior Cards permitted on your Card Account is five (5) accounts. You can load funds on their Junior Card from your Card Account. To receive a Card, your Junior must be at least 6 years old and may not be more than 17 years old. Upon turning 18, your Junior may continue to use their Junior Card, and you may continue to add funds to it, but at that point a Junior Card cannot be issued or reissued. The Junior Card is subject to the limitations described in Section 6 “Limitations of Frequency and Dollar Amounts of Transactions” and you may set additional restrictions on the Junior Card in the Revolut mobile application. You may invite a co-parent to access the Revolut Junior Card Account. The co-parent does not need to be a parent or legal guardian of the child, but the co-parent must be over the age of 18 with a Revolut account in good standing. The co-parent will be permitted to add money to the Revolut Junior Card Account and view the Revolut Junior Card Account activity. The co-parent will not have the ability to move money out of the Revolut Junior Card Account or close the Revolut Junior Card Account. The co-parent may add money to the Junior Account, set goals, and set spending limits. The co-parent will not be able to view or access to any other Revolut Card Accounts held by the primary parent. The primary parent must invite the co-parent to view and add funds to the Revolut Junior Account, and the primary parent may remove the co-parent’s access at any time. You may only designate one co-parent per Junior Card Account at a time. If you remove a co-parent’s access to the account, you may designate another co-parent, up to a maximum limit of three (3) non-concurrent co-parents per Junior Card Account per year.

If you permit another person to have access to any Card Account, Card, or Card Number, you are liable for all transactions made with any Card, Card Number, or Card Account Number, and all related fees incurred, by those persons. To cancel a Secondary Card, you must revoke (cancel) it in writing through the Revolut mobile application or by email at [compliance-us@revolut.com](mailto:compliance-us@revolut.com). Until Revolut has received your notice of such a revocation (cancellation) and have had a reasonable time to act upon the written notification of cancellation, you are responsible for all transactions and fees incurred by you or any other person you have authorized. If you tell us to revoke (cancel) a Secondary Card, we may revoke (cancel) your Card and issue a new Card with a different Card Number and/or Account Number. You are wholly responsible for the use of each Card according to the terms of this Agreement, subject to the Section labeled “Lost or Stolen Cards/Unauthorized Transfers” below, and other applicable laws.

**5. Card Account Use and Purpose.** Subject to the limitations set forth in this Agreement, you may use your Card, Card Number, or Card Account Number, as applicable, to (1) add funds to your Card Account (as described in the Section below titled “Adding Funds to Your Card Account”), (2) transfer funds (as described in the Section below titled “Transfers”), (3) purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account or violate any of the limits or terms described in this Agreement (see “Limitations on Frequency and Dollar Amounts of Transactions” in Section 6 below), (4) withdraw cash from your Card Account (as described in the Section below titled “Using Your Card to Get Cash”), and (5) exchange any funds in your Card Account into another currency (as described in the Section below titled “Currency Exchanges”). There may be fees associated with some of these transactions. For fee information, see the “Schedule of Fees and Charges (Schedule A)” attached to this Agreement. You agree not to use your Card for internet gambling or any other illegal purpose.

You will be provided with our routing number and assigned a 12-digit account number once your identity has been verified. Our routing number and your assigned Card Account Number are for the purpose of initiating direct deposits to your Card Account and authorized automated clearinghouse (“ACH”) debit transactions only. The 16-digit Card Number embossed or printed on your Card should not be used for these types of transactions or they will be rejected. You are not authorized to use our routing number and Card Account Number if you do not have sufficient funds in your Card Account or to make a debit transaction with a paper check, check-by-phone or other item processed as a check. These debits will be declined and your payment will not be processed. You also may be assessed an ACH Decline Fee (see the “Schedule of Fees and Charges (Schedule A)” attached to this Agreement).

**6. Limitations on Frequency and Dollar Amounts of Transactions.** The amount and frequency of purchases, transfers, and cash withdrawals that you can perform are limited as follows:

Transaction/load type	Maximum amount
Cash withdrawal (ATM)	Up to a maximum of \$3,750 per day*
Outbound ACH transfers	Up to the available balance in your account*
ACH Deposit to account	Up to \$100,000 per transaction*
ATM Withdrawal <ul style="list-style-type: none"> <li>See attached Schedule A for applicable Fair Usage Fee (for ATM withdrawals) and other applicable fees</li> </ul>	\$5,000 per day
Card Purchase Transactions	Up to the available balance in your account
Transfers to other Revolut customers	Up to the available balance in your account
ACH Direct Debits (bill pay)	Up to the available balance in your account; no limit on number of transactions per day
ACH Originated Debits (to deposit funds)	\$300 per day \$500 per week

Junior Card limits	Maximum Amount
Maximum deposits on Junior Card (annually)	\$5,000

Number of Card transactions (per day)	15
Maximum Card transaction value (per day)	\$500
Number of ATM withdrawals (per day / per 7 days)	3 / 6
Amount of ATM withdrawals (per day)	\$120

\*These limits on other transaction limits may be adjusted as described in Risk-Based Limits, below.

You may also use a Bank debit card to deposit funds to your account. The amount you can deposit using your debit card varies due to security considerations and we may further limit the number or dollar amount of transactions you can make with your Card. If you deposit funds to your account using an ACH originated debit transaction, your deposit amount is limited to the amounts described above.

**Risk-Based Limits.** Your loading and use of the Card may be limited based on other factors determined by the Program Manager. Transactions, including but not limited to loads, deposits, withdrawals, purchases, ACH Direct Debits, and the balance you may hold in your Card Account, may be limited or disabled for security reasons based on a transaction-based model generating a dynamic risk score for you. This risk score may be determined based on several factors including, but not limited to, account term and transaction history/location of activity, as applicable. To modify these limits, you may be asked to deliver additional documentation as part of an enhanced due diligence process, which may include providing further identification materials, source of funds documentation, or other requests as necessary to determine proper limits.

For more information on your specific limits or to obtain the most current Limitations on Frequency and Dollar Amounts of Transactions for your account, please contact us using the Revolut mobile application.

**7. Personal Identification Number (“PIN”).** When you activate your Physical Card and after your identity has been verified, you will choose a four-digit PIN that you may use with your Physical Card. Only one PIN will be assigned per Card on the Card Account. You will need a PIN to obtain cash at an ATM or to make a PIN purchase or obtain cash back at a point-of-sale (“POS”) terminal. You should not write or keep your PIN with your Card, and you must keep your PIN confidential. If you believe that anyone has gained unauthorized access to your PIN, you should immediately notify the Program Manager, following the procedures in the Section below titled “Your Liability for Unauthorized Transfers”.

**8. Adding Funds to Your Card Account.** You may add funds to your Card (called “value loading” or “loading”) at any time. The maximum load amount may be Limited. You can add funds directly from your debit card or through bank transfer by your linked accounts. Note: Some reload methods may have additional limits on the minimum amount you may load to your Card. Absent special approval based on the enhanced due diligence process described in Section 6 above, the maximum aggregate value of funds in your Card Account(s) may be Limited. You agree to present the Card and meet identification requirements to complete value load transactions as may be required from time to time. In addition, load methods may have their own load limits that may be less than and different from the type and amount of limits the Program Manager described in Section 6 above called “Limitations on Frequency and Dollar Amounts of Transactions”. You may direct deposit funds to your Card Account by providing the Bank’s routing number and your assigned Card Account Number to your employer or other direct deposit payor (as described in the Section above titled “Card Account Use and Purpose”). You cannot load your Card Account by check, cash, or money order.

**9. Using Your Card to Get Cash.** If you have a Mastercard card, you may use your Card with a PIN to (i) obtain cash or check your balance at any Automated Teller Machine (“ATM”) that bears the Mastercard® or Accel® brand, or (ii) obtain cash at merchants or banks that have agreed to provide cash back at POS terminals bearing the Mastercard® or Accel® brand. If you have a Visa card, you may use your Card with a PIN to (i) obtain cash or check your balance at any ATM that bears the Visa brand, or (ii) obtain cash at merchants or banks that have agreed to provide cash back at POS terminals bearing the Visa brand.

For all Cards: All ATM transactions are treated as cash withdrawal transactions. The maximum amount of cash you may withdraw at an ATM on a daily basis may be Limited as described in the Section above titled “Limitations on Frequency and Dollar Amounts of Transactions.” Revolut may limit the amount of any individual ATM withdrawal, and merchants, banks and ATM operators may impose additional withdrawal limits. You will be charged a fee by us for each cash withdrawal and balance inquiry made at an ATM or cash withdrawal obtained through a bank teller, in the amount disclosed in the accompanying “Schedule of Fees and Charges (Schedule A).” In addition, when you use an ATM outside of the Allpoint® network, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**10. Split Transactions.** If you do not have enough value loaded in your Card Account you can instruct the merchant to charge a part of the purchase with the Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction before swiping your Card, your Card is likely to be declined.

**11. Transactions Using Your Card Number.** If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase, or an ACH debit purchase), the legal effect will be the same as if you used the Card itself.

**12. Your Obligation for Negative Balance Transactions.** You acknowledge that Card Account balances and available funds reported on the Revolut mobile application are only approximations of real time balances and available funds rather than the settled balances or funds in your Card Account. A reported balance may not take into account pending debits and credits or recurring payments that you have scheduled. Revolut will provide you with information on pending debits and credits as soon as it has that information. Each time you initiate a Card transaction, you authorize us to reduce the funds available in your Card Account by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions (creating a “negative balance”). Nevertheless, if for any reason (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers) you have a negative balance in your Card Account you agree to immediately load the required amount to correct the negative balance, which will be due without the need for notifying you, and you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. We reserve the right to bill you for any negative balance or to recoup such negative balance from any other Card we have issued to you. You agree to pay us promptly for the negative balance and any related fees. We also reserve the right to cancel your Card if you create one or more negative balances with your Card. Additionally, if any transactions cause the balance in your Card Account to become negative: (a) we may exercise our right to collect the negative balance from you in accordance with (Right to Set-Off) of this Agreement; (b) we may initiate a chargeback procedure for any specific transaction which led to your Card Account having a negative balance; (c) we and/or Revolut may take debt collection measures, including, but not limited to, mandating a debt collection agency or attorneys to pursue the claim in court, and we reserve the right to charge you the expenses we and/or Revolut reasonably incur in connection with any debt collection or enforcement efforts; or (d) you authorize us to initiate a payment transaction for the amount of the negative balance (or the equivalent in another currency) from one of your external accounts linked to your Card Account if Revolut requests that you load your Card Account with funds in order to correct a negative balance and you fail to do so within 7 Business Days, for which you remain liable if funds are insufficient to cover the negative balance.

Incoming wires can be sent to your Revolut account. Incoming wire money will be available by the day after Revolut receives the payment. Wires received after 4pm EST may be delayed a day. Revolut will post the funds based on the account number attached to the wire, not the name. It’s important to remember that a wire is final and nonrefundable, although Revolut may reject a wire payment for any reason, including wires received in foreign currency. If you owe money to Revolut (or any creditors), incoming wire transfers may be used to pay these debts.

**13. Right to Collect Funds.** If, at any time, an event occurs that entitles us to be compensated by you (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers, or a negative balance transaction as described above), we shall be entitled to recover any amount due to us by retaining part or all of any funds that you have lodged with us under any transaction associated with your Card Account. For example, if

one of the currency balances in your Card Account shows that you owe us an amount of funds for any reason (a debt), or your Card Account has a negative balance (a deficiency), we may collect from you the amount of any such debt or deficiency, by using any funds in your Card Account, regardless of the currency denomination, or by deducting those amounts of that debt or deficiency, from money you receive into your Card Account.

If the funds subject to collection as described above are held in a currency that is different from the funds causing the debt or deficiency, we will have converted the other funds you hold with us to the currency of the amount you owe us by applying our exchange rates in accordance with this Agreement. We do not need to notify you of this conversion occurring.

In addition, if we are unable to exercise our right to collect funds according to this section, for whatever reason, and you fail to pay us in any other approved way within 7 days of our request, we may request that the Bank initiate a payment transaction for the amount we are due to be compensated by you from your external bank account linked to your Card Account.

**14. Business Days.** Our “Business Days” are Monday through Friday, excluding federal and legal banking holidays in the State of New York, from 9:00AM to 5:00PM ET.

**15. Authorization Holds.** You do not have the right to stop payment on any purchase transaction originated by use of your Card, other than a Recurring Transaction as described in the Section below titled “Recurring Transactions.” When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. When you use your Card to obtain cash at an ATM or from a bank teller, we will authorize the transaction in advance (including all applicable fees). When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles and we will place a temporary hold on your Card’s funds for the amount indicated by the merchant. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. Car rentals, hotels and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to 60 days after your stay or your rental to have any excess amounts held by the hotel or rental company added back to your available balance. Similarly, some gas stations may factor in additional amounts to cover potential filling of the tank; if you want to avoid such a hold, you may want to pay inside the gas station, instead of paying at the pump. Until the transaction finally settles, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles.

When you use your Card at certain restaurants and service-oriented merchants, there may be an additional 20% (or more) added to the authorization to cover any tip you may leave on the purchase. If this occurs, and your total bill, after adding in the additional 20% (or more), exceeds the amount available on your Card, your transactions may be declined. Accordingly, you should ensure that your Card has an available balance that is 20% (or more) greater than your total bill before using your Card.

**16. Recurring Transactions; Changes in Amounts; Stop Payments.** If you intend to use your Card for recurring transactions, you should monitor your balance and ensure you have funds available in your Card Account to cover the transactions. “Recurring transactions” are transactions that are authorized in advance by you to be charged to your Card at substantially regular intervals. Neither we nor Revolut are responsible if a recurring transaction is declined because you have not maintained a sufficient balance in your Card Account to cover the recurring transaction. If these recurring transactions may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) If you have told us in advance to make regular payments (i.e., recurring transactions) from your Card Account, you can stop the payment by using the Revolut mobile application at least three (3) Business Days before the scheduled date of the transfer. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages. If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant in order to stop the recurring transaction.

**17. Preauthorized Credits.** If you have arranged to have direct deposits made to your Card Account at least once every 60 days from the same person or company and you do not receive a receipt/statement (or paystub), you can contact us using the Revolut mobile application or send an email to [compliance-us@revolut.com](mailto:compliance-us@revolut.com) to find out whether or not the deposit was made.

**18. Notice of Receipt of ACH Items and Wires; Provisional Payment.** We may accept on your behalf payments to your account which have been transmitted through wire transfers or one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your Card Account, we are not required to give you next day notice of the transaction, and we will not normally do so. This also applies to wire transfers and internal transfers within Revolut. We will, however, continue to notify you of the receipt of these transactions in the electronic or paper periodic statement we provide you. Credit given by us to you is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified, and you agree that we are entitled to a refund of the amount credited to you in connection with such entry. In the event that we do not receive final settlement, you agree that Revolut may reverse the entry on its records and adjust your Card Account accordingly. The party making payment to you via such an entry (that is, the originator of the entry) shall then be deemed to have not paid you the amount of such entry.

If someone is planning to send you a wire, you just have to provide the MCB Wire Routing number (026013356) and your Revolut account number, which you can find in the account details screen. For wires coming into the US internationally, you'll also want to provide the SWIFT code MCBEUS33XXX. Wires sent through Federal Reserve Banks must comply with Regulation J. Incoming Wires will be available for withdrawal no later than the Business Day after the Business Day on which the bank received the electronic payment. Wires received after 4pm EST will be considered to be received on the next Business Day. Revolut will rely on the account number as the proper identification of the beneficiary, and will not determine whether the name and account number refer to the same person. A wire payment is final and nonrefundable. Revolut may reject a wire payment for any reason and will provide a notice of rejection to the sender. Any wires received in foreign currency will be rejected. If a debt is owed to Revolut or any creditor serving Revolut for this account, incoming wire transfers may be set off against these debts, or may be applied to satisfy the creditor process.

**19. Returns and Refunds.** If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds. You are not entitled to a check refund. The amounts credited to your Card for refunds may be delayed.

**20. Card Cancellation and Suspension; Limits.** Revolut reserves the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by calling the number on the back of your Card: (844) 744-3512. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. The cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund as provided below in the Section titled "Amendment and Cancellation." Not all services described in this Agreement are available to all persons or at all locations. Revolut reserves the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

**21. International Transactions.** If you conduct a transaction in a currency other than U.S. dollars, the merchant, network, or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. Mastercard International and Visa U.S.A. Inc. currently use a conversion rate that is either: (a) selected from the range of rates available in wholesale currency markets for the applicable central processing date (note that this rate might be different from the rate that Mastercard or Visa itself or we receive), or (b) the government mandated rate in effect for the applicable central processing date in each instance, plus or minus any adjustment determined by us. If you obtain your funds in a currency other than U.S. dollars, the Program Manager may increase the currency conversion rate. In addition to the conversion rate, we will impose fees for International Transfers as disclosed in our "Schedule of Fees and Charges" ("Schedule A").



**22. Receipts.** You should get or request a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipts to verify your transactions. You can get a receipt at the time you make any transfer from your Card Account using one of our ATM terminals on the Revolut mobile application.

**23. Statements and Obtaining Balance and Transaction Information for Your Card.** You should keep track of the amount of funds available in your Card Account. You may obtain information about the amount of funds you have remaining in your Card Account by looking on the Revolut mobile application. Revolut will send you a monthly email letting you know that your monthly electronic statement is available to view and print on Revolut's app. Review it carefully and notify us of any errors as described in Sections 27 and 28. This information, along with a 12-month history of account transactions, is also available on the Revolut mobile application.

If you have registered your Card Account, you also have the right to obtain a 24-month written history of account transactions by using the Revolut mobile application. See Section 27 for how to register your Card Account. You may request a written history of your transactions at any time by contacting Revolut using the Revolut mobile application. You are entitled to one request per month at no cost to you, after which the Program Manager may assess a fee of up to \$8 for each paper statement provided to you based on your request.

**24. Confidentiality.** We and/or Revolut may disclose information to third parties about your Card or the transactions you make using your Card: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your Card for a third party, such as a merchant; (3) in order to comply with government agency, court order, or other legal reporting requirements; (4) if you give us your written permission; (5) to our and the Program Manager's employees, auditors, affiliates, service providers, or attorneys as needed; and (6) as otherwise provided in our Privacy Policy Notice below.

**25. Our Liability for Failure to Complete Transactions.** If we do not complete a transfer to or from your Card Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. Neither we nor Revolut will be liable, for instance: (1) if, through no fault of ours or of Revolut, you do not have enough funds available in your Card Account to complete the transaction; (2) if a merchant refuses to accept your Card or provide cash back; (3) if an ATM where you are making a cash withdrawal does not have enough cash; (4) if an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (5) if access to your Card has been blocked after you reported your Card or Access Code(s) ("Access Code" includes your user ID(s), password(s), PIN(s), and any other access code or credential related to your Card Account) lost or stolen; (6) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (7) if we or the Program Manager have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond our or the Program Manager's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we or the Bank have taken; or (9) for any other exception stated in our Agreement with you. In no event will we or Revolut be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages.

**26. Lost or Stolen Cards/Unauthorized Transfers.** If you believe your Card, Access Code(s), or PIN has been lost or stolen or your Revolut mobile application has been compromised, contact Revolut using the Revolut mobile application or by calling the number on the back of your Card: (844) 744-3512, or write to the Program Manager at P.O. Box 1155, New York, NY 10013. You should also contact Revolut using the Revolut mobile application of the contact options indicated above if you believe an electronic transfer has been made using the information from your Card, Access Code(s), or PIN without your permission.

**27. In Case of Errors or Questions about your Registered Card Account.** If you think an error has occurred in your registered Card Account, contact Revolut using the Revolut mobile application or by email at [error.notice@revolut.com](mailto:error.notice@revolut.com) as soon as you can. If you need to freeze or cancel your Card, you can call the number on the back of your card: **(844) 744-3512**. The Program Manager must hear from you no later than 60 days after the earlier of: (i) the date you electronically accessed your Card Account, if the error could be viewed in the electronic history; or (ii) the date the Program Manager sent you the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting Revolut using the Revolut mobile application. When notifying Revolut of any error, you will need to tell Revolut: (1) your name and Card Number; (2) why you believe there is an error, and the dollar amount involved, and (3) approximately when the error took place.

Revolut will determine whether an error occurred within 10 Business Days after it hears from you and will correct any error promptly. If we need more time, however, Revolut may take up to 45 days to investigate your complaint or question. If Revolut decides to do this and you have registered your Card, we will provisionally credit your Card within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If Revolut asks you to put your complaint or question in writing and you do not provide it within 10 Business Days, we may not credit your Card Account. **The error resolution procedures described in this Section 27 apply only if you have registered your Card Account. Keep reading to learn more about how to register your Card Account.**

For errors involving new Card Accounts (that is, Card Accounts for which the first deposit or value load occurred within the prior 30 days) that have been registered, POS transactions, or foreign-initiated transactions, Revolut may take up to 90 days to investigate your complaint or question. For new Card Accounts, Revolut may take up to twenty (20) Business Days to credit your Card for the amount you think is in error. Revolut will tell you the results within three Business Days after completing the investigation. If Revolut decides that there was no error, it will send you a written explanation and debit your Card Account for the amount of the provisional credit. You may ask for copies of the documents that it used in its investigation. If you need more information about our error-resolution procedures, contact Revolut.

**Warning Regarding Unverified Accounts; Registering your Card Account:** It is important to register your Card as soon as possible. Until you register your Card and Revolut verifies your identity, we and Revolut are not required to research or resolve any error regarding your Card Account. To register your Card, go to the Revolut mobile application to verify your identity. Revolut will ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security Number or government-issued identification number), so that Revolut can verify your identity.

**28. Your Liability for Unauthorized Transfers.** You agree to exercise reasonable control over the information related to your Card Account, including your Card, Access Code(s) and PIN, and any other access code or device (including the mobile device on which the Revolut mobile application is installed) related to your Card Account and your Card. Tell Revolut AT ONCE using the Revolut mobile application, by email at [error.notice@revolut.com](mailto:error.notice@revolut.com) or by calling the number on the back of your Card if you believe your Card, Access Code(s), or PIN has been lost or stolen. Also, if your online or written transaction history shows transfers that you did not make, including those made with your Card, Card Number, or Card Account Number, or you believe an electronic transfer has been made without your permission, tell Revolut at once using the Revolut mobile application or by email at [error.notice@revolut.com](mailto:error.notice@revolut.com) or by calling the number on the back of your Card: **(844) 744-3512**. The mailing address of the Program Manager is 33 Irving Place, Floor 4, New York, NY 10003. The best way to keep your losses down is by contacting us at once. You could lose all of the money in your Card Account. If you tell Revolut within two Business Days after you learn of the loss or theft of your Card, you can lose no more than \$50.00 if someone used your Card without your permission.

If you do NOT tell Revolut within two Business Days after you learn of the loss or theft of your Card, and we can prove that it could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your online or written transaction history shows transfers that you did not make, including those made by your CARD, PIN, Access Code or other means, tell Revolut at once as described above. If you do not tell Revolut within 60 days after the earlier of (1) the date you electronically access your Card Account, if that electronic transaction history provided to you reflects the error; or (2) the date Revolut sent the FIRST written history on which the error appeared, you may not get back any money you lost after the 60 days if we can prove that it could have stopped someone from taking the money if you had told us in time. If a good, documented, reason (such as a long trip or a hospital stay) kept you from telling us, Revolut will extend the time periods.

Your liability for used of your Card without your permission may be lower than described above. If your Card is a Mastercard and you have registered your Card Account with Revolut, you will not be held responsible for unauthorized transactions processed by Mastercard if you have used reasonable care in protecting your registered Card from loss or theft and you promptly reported the loss or theft to Revolut. If your Card is a Visa Card and you have registered your

Card Account, you will not be held responsible for unauthorized transactions processed by Visa if you use care in protecting your Card and notify Revolut immediately of any unauthorized use.

*Warning Regarding Unregistered and Unverified Accounts:* The limited liability provisions set forth in this Section only apply if you have registered your Card. To register your Card, follow the directions described in Section 27 above.

**29. Other Terms/Applicable Law.** Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Neither we nor Revolut waives our rights by delaying or failing to exercise them at any time. If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, whether local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement shall be governed by the law of the State of New York except to the extent preempted or governed by federal law.

**30. Amendment and Cancellation.** We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we may implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You also may cancel this Agreement by contacting Revolut through the Revolut mobile application or by calling the number on the back of your Card: (844) 744-3512. If you cancel your Card, you may zero out your Card Account balance before closing your Card Account or request that we send you a transfer in the amount of your Card Account balance when you close your Card Account, which we will do for a fee as set forth in the “Schedule of Fees and Charges (Schedule A)” attached to this Agreement. If your Card is canceled by us when your Card Account has a balance, we will send you a transfer to your account linked to the Card Account in the amount of your Card Account balance for no charge. In all events, any transfer we send will be sent to the account and address Revolut has for you in our records. Your termination of this Agreement will not affect any of our or the Bank’s rights or your obligations arising under this Agreement before termination.

**31. Telephone Monitoring/Recording; Calls and Messages to Mobile Phones.** From time to time we and/or Revolut may monitor and/or record telephone calls between you and us or Revolut to assure the quality of customer service or as required by applicable law. We or Revolut may use automated telephone dialing, text messaging systems and electronic mail to provide communications and to contact you about this Agreement or your transactions or relationship with us. We will call, text or email you only concerning this Agreement or your transactions or relationship with us. We will not call, text or email you for marketing purposes without your consent, to the extent required by law. Telephone messages may be played by a machine automatically when the telephone is answered whether answered by you, someone else or a voicemail or answering machine. You authorize us and Revolut to call or sent a text message to any telephone number you have given us (or Revolut) or you give to us (or Revolut) in the future, and to play prerecorded messages or send text messages with information about this Agreement or your transactions or relationship with us. You also give us and Revolut permission to communicate such information to you by e-mail and/or internet services. You understand that, when you receive such calls or e-mails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that neither we nor Revolut will be liable to you for any fees, inconvenience, annoyance, or loss of privacy in connection with such calls, texts or e-mails. You understand that anyone with access to your telephone, answering machine or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. You generally may not withdraw your consent given in this Agreement for us and Revolut to use automated telephone dialing, text messaging systems, and electronic mail to provide messages to you relating to this Agreement, your transactions or your relationship with us. However, to the extent we are required by applicable law to allow you to revoke your consent to these automatic reminders, you may do so by contacting us through the Revolut mobile application, [compliance-us@revolut.com](mailto:compliance-us@revolut.com), or by calling the toll-free telephone number on the back of your Card: (844) 744-3512.

**32. No Warranty Regarding Goods and Services.** Neither we nor Revolut are responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

**33. Arbitration Provision.** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party. You may reject this Arbitration Provision by sending us and Revolut a written notice which gives your name, address, email address, and each Card number with a statement that you reject the Arbitration Provision. The rejection notice must be sent by certified mail, return receipt requested, to 33 Irving Place, Floor 4, New York, NY 10003, Attn: Arbitration Rejection Notice. A rejection notice must be signed by you and received by us and Revolut within 45 days after the date you receive the first Card issued under this Agreement. Rejection of arbitration will not affect any other term of this Agreement.

(a) Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us, or between you and Revolut Technologies Inc. as Program Manager for the Revolut Prepaid Mastercard and Revolut Prepaid Visa Card or any of its agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement or any of the foregoing. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims, claims based upon contract, tort, fraud and other intentional torts, consumer rights, statutes, regulations, ordinances, common law and equity, and claims which arose before the date of this Agreement. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, or goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; (v) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (vi) collection of any debt and the manner of collection; and (vii) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any individual Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any Claim that is appealed, transferred or removed from that court shall be subject to arbitration. Also, "Claim" does not include disputes about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof; all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Agreement as a whole; any such Claim is for the arbitrator, not a court, to decide. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. As solely used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, the Program Manager, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

(b) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); and (ii) AAA at 120 Broadway, Floor 21, New York, NY 10271; website at [www.adr.org](http://www.adr.org). If both JAMS and the AAA are unable to serve as administrator and we cannot agree on a replacement, a court with jurisdiction will appoint the administrator or arbitrator.

(c) Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN

THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ARBITRATION. THE ARBITRATOR SHALL NOT JOIN OR CONSOLIDATE CLAIMS EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(d) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action or private attorney general basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. This section of this Arbitration Provision is the "Class Action Waiver." (Special procedures apply to Claims that seek public injunctive relief, as set forth below).

(e) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any individual Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(f) Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that this Arbitration Provision shall control if it is inconsistent with the applicable Code or with other provisions of this Agreement. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with experience in the subject matter of the Claim or a retired judge, unless you and we agree otherwise in writing.

The arbitrator shall apply the applicable substantive law, consistent with the FAA, that would apply if an individual matter had been brought in court. The arbitrator may award any damages or other relief of remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable, and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the administrator's rules or applicable law. The arbitrator shall apply applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within 15 days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within 20 days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, if the amount in controversy exceeds, \$50,000, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization

will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding except for any appeal rights under the FAA.

(g) No Preclusive Effect: No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

(h) Continuation and Severance: This Arbitration Provision shall survive cancellation, suspension, revocation or termination of your Card or this Agreement as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is held to be invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity except that: (A) If the Class Action Waiver is declared unenforceable in a proceeding between you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Provision (except for this sentence) shall be null and void in such proceeding; and (B) If a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver and/or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class-wide or public injunctive relief be arbitrated.

#### **34. Domestic Transfers and International Remittances.**

You may make domestic transfers and international remittances with your Card Account.

We may charge for transfers as disclosed in the Schedule of Fees and Charges (Schedule A). Some limitations on transfers may apply as described in "Limitations on Frequency and Dollar Amounts of Transactions" Section 6 of this Agreement. You agree to only use transfer features with people or merchants that you know. Further, while you may transfer funds to merchants for goods or services, YOU UNDERSTAND AND AGREE THAT YOU NOT TRANSACT WITH PEOPLE OR MERCHANTS YOU DO NOT KNOW AND THAT WE OFFER NO PROTECTION FOR AUTHORIZED PAYMENTS FOR GOODS AND SERVICES. Your use of these transfers for the purchase of goods or services is potentially high risk, we do not evaluate all providers of goods and services, and we do not protect you if the goods or services are non-conforming, damaged, or not what you paid for or expected. For example, if you transfer money through the Program to purchase a service from a third party, but you do not receive the service or the service is not as described or not what you expected, you will have no recourse against us and we will not offer you any protection, whether through reimbursements, fund reversal, or any other action.

Remittances originate with the Card Account and are transferred to external third parties. Certain destinations may impose taxes, fees, and or tariffs upon the receiver's receipt of, or access to, the transfer. You may also transfer funds to other cardholders.

If you are receiving an ACH transaction, we may need to temporarily suspend the processing of a transaction for greater scrutiny or verification against the Office of Foreign Assets Control's (OFAC) Specially Designated Nationals (SDN) list, and that this action may affect settlement and/or availability of your funds.

Your Revolut account number and bank routing number can also be used for preauthorized direct debit transactions ("ACH Direct Debits") by merchants, Internet service providers, utility service companies, or other companies to whom you regularly make payments. You can schedule ACH Direct Debits on a recurring basis or a one-time transaction. See *Limitations on Frequency and Dollar Amounts of Transactions* for more information on limits of ACH Direct Debits.

You have a right to dispute errors in your transaction. For errors or questions on your domestic transfers, please refer to Sections 27 and 28 of these Terms. If you think there is an error related to a remittance, contact Revolut within 180 days via the Revolut smartphone application. You can also contact us for a written explanation of your rights.

You can cancel for a full refund within 30 minutes of payment of a remittance, unless the funds have been picked up or deposited.

For questions or complaints about us, contact:

New York State Department of Financial Services, (800) 342-3736, <https://www.dfs.ny.gov/index.html>

Consumer Financial Protection Bureau, 855-411-2372, 855-729-2372 (TTY/TDD), [www.consumerfinance.gov](http://www.consumerfinance.gov).

### **35. Currency Exchanges and Third Party Products**

You may exchange funds maintained in your Card Account into another currency. You may only purchase and store in your Card Account the limited currencies that are provided in the Revolut mobile application and the default currency is US Dollars. If there is any change to the currencies that Revolut makes available to you, for any reason, they will provide notification to you through the Revolut mobile application and any funds that you hold in that currency will be automatically converted to US Dollars. Prior to sending your request to enter into a foreign currency conversion, you will be notified through the Revolut mobile application of: (a) the amount of originating currency you will use to purchase the foreign currency; (b) the amount and currency you wish to purchase; (c) the relevant foreign exchange rate, and (d) any fees charged, if any. In order to submit the request to enter into the foreign currency conversion, you must confirm the details which have been entered by pressing the exchange button on the Revolut mobile application. By entering into this Agreement, you accept sole responsibility for entering into the foreign currency conversion. For the avoidance of doubt, neither we nor our service providers, guarantee 100% uptime of this function. The amount of currency that can be exchanged on your behalf at the interbank rate is limited based on the risk dynamic risk scoring described in Section 6. Please refer to the accompanying “Schedule of Fees and Charges” for more information on the interbank rate. It is your responsibility to stay informed of any changes to the limits and fees applied to any exchanges at the interbank rate. You must not use this feature for speculative or investment purposes. Revolut will notify you as soon as feasible if any listed currencies are removed from the Program.

Neither the Program Manager nor Bank provides cryptocurrency, trading, or insurance services, but instead provide access to an independent regulated partner. Neither Program Manager nor Bank makes any representation regarding the advisability of transacting in cryptocurrency or buying or selling U.S. securities, nor does either guarantee the timeliness, accurateness, or completeness of any data or information used in connection with these transactions. See the Revolut Account Personal Terms, which is a separate agreement between you and Revolut and does not involve Metropolitan Commercial Bank, or the specific product terms and conditions for more information.

When you submit a trading order to buy a U.S. security, the amount you are required to pay in relation to that order is due and payable immediately upon submission of the order. It is important for you to note that, in order to open a trading account, you must also have a Card Account, as the funds deposited in your Card Account will be used to pay for your orders. You direct the Bank to instruct payment from your Card Account so as to effect payment for your orders, to the extent that funds are necessary.

In the event that you sell a particular U.S. security and there are proceeds due to you from that sale, Program Manager shall ensure that your Card Account is credited with the value of those proceeds. However, you should be aware that, whilst your proceeds may be credited to your Card Account, you will not be able to withdraw those proceeds until such time the transaction arising as a result of your order to sell the relevant U.S. security has settled and are permitted. In most underlying markets, settlement of the instruments available via the Revolut App typically occurs within two trading days.

### **36. Subscription Services.**

You may subscribe to different cardholder membership plans for additional benefits in exchange for a monthly or annual subscription fee. Each cardholder member plan is subject to the Revolut Account Personal Terms and to different pricing as described in the accompanying “Schedule of Fees and Charges” and may include the use of different Cards. By subscribing, you expressly request for the subscription period of the relevant membership to commence from the moment that your subscription is confirmed. Any subscription fees are non-refundable except as described in this Agreement. If you subscribe to an annual membership plan, your Card Account will be debited for the annual membership fee corresponding to your plan as set forth in the “Schedule of Fee and Charges” at the time your subscription is confirmed and each year on the anniversary of the subscription confirmation date, unless you

terminate the subscription before it renews in order to avoid billing of the next year's annual membership fee to your Card Account. If you cancel within ten (10) Business Days of signing up for or converting from a subscription fee-free trial to a paid membership, Revolut will refund your full annual membership fee; however, they may charge you (or withhold from your refund) the value of membership benefits used by you and your Card Account during this 10-Business Day period. If you cancel at any other time, Revolut will refund your full membership fee only if you did not take advantage of the cardholder membership benefits since your latest membership charge. For the avoidance of doubt, the order and the express shipment of a Card will be considered a cardholder membership benefit for these purposes.

If you subscribe to a month-to-month membership plan, your Card Account will be debited for the monthly membership fee corresponding to your plan as set forth in the "Schedule of Fee and Charges" at the time your subscription is confirmed and each subsequent month unless you terminate the subscription before it renews in order to avoid billing of the next month's monthly membership fee to your Card Account. If you cancel your subscription at any time after the first ten (10) Business Days but within the first ten (10) months, then your cancellation will serve as notice to terminate and you will be required to pay an Early Card and Membership Services Cancellation Fee as described in the attached Schedule of Fees and Charges (Schedule A). If you cancel any time after the end of the tenth (10th) month of your subscription, you will not be subject to any fee and your service will be downgraded as your next monthly billing cycle. For example, if you subscribe to a membership plan on January 1, you are able to give notice without paying a fee any time after October 31.

Revolut may offer you one-month membership trial at no cost to you. Trial eligibility is determined by Revolut at its sole discretion and Revolut may limit eligibility or duration to prevent trial abuse. To the extent permitted by law, we reserve the right to revoke the membership trial and put your membership on hold in the event that we determine that you are not eligible. We will charge your Card Account for your monthly or annual membership fee, as set forth in the Schedule of Fee and Charges, at the end of the trial period and your membership will automatically renew monthly or annually, as applicable, unless you cancel your membership prior to the end of the trial period. If your preferred payment method becomes invalid during your subscription period, or if the debit for your monthly membership fee is refused for any reason, you authorize us to use any other payment method that is associated with your Card Account, in accordance with Section 12 "Your Obligation for Negative Balance Transactions". If your other payment methods are declined or we are unable to exercise our right to collect funds owed to us for debt or deficiency in accordance with Section 13 "Right to Collect Funds", we may take other actions, including referring accounts to a debt collector to obtain the funds owed to us.

Premium and Metal customers are also eligible for overseas medical insurance and for delayed baggage and travel insurance, which is provided through Federal Insurance Company. For more information on additional eligible insurance and subscription plan services, please see the Revolut Account Personal Terms, which is a separate agreement between you and Revolut and does not involve Metropolitan Commercial Bank.

The Program Manager reserves the right to accept or refuse your premium subscription, to the extent permitted by applicable law. Upon termination of this Agreement, any subscription fees paid to us for the services shall be apportioned up until the time of termination of the contract and any subscription fees paid in advance shall be reimbursed to you proportionally.

**37. Offers and Rewards.** Discount offers are provided from time to time by Revolut's third party merchant partners when you use your Card for purchases. Your eligibility to receive discount offers are subject to additional terms and conditions when offered.

**38. Delivery of Electronic Communications.** The following E-Communication Disclosure ("**Disclosure**") applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services ("**Communications**"), to the extent you have consented to receiving such Communications electronically and failure to consent will result in a declined application for a Revolut Card, except as provided below.

***Scope of Communications to Be Provided in Electronic Form.*** When you use a product or service to which this Disclosure applies, you agree that we and/or Revolut may provide you with any Communications in electronic format, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications includes, but is not limited to:



- All legal and regulatory disclosures and communications associated with your Card Account and any related products or services
- Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement
- Privacy policies and notices
- Error resolution policies and notices
- Responses to claims filed in connection with your Card Account
- Notices regarding insufficient funds or negative balances

***Method of Providing Communications to You in Electronic Form.*** All Communications that we and/or Revolut provide to you in electronic form will be provided either (1) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (2) by posting such Communications at [www.revolut.com](http://www.revolut.com), or (3) via the Revolut mobile application.

***How to Withdraw Consent.*** You may withdraw your consent to receive Communications in electronic form at any time by contacting Revolut using the Revolut mobile application. If you do withdraw your consent, we will close your Card Account, except where prohibited by law. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

***How to Update Your Records.*** It is your responsibility to provide us with your true, accurate and complete e-mail address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this information. You can update information by contacting us using the Revolut mobile application.

***Hardware and Software Requirements.*** In order to access, view, and retain Communications that we and/or Revolut make available to you electronically, you must have: Android or iOS device capable of running the Revolut mobile application. Specific phone specifications are described in the iOS App Store or the Google Play store.

***Requesting Paper Copies.*** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us using the Revolut mobile application.

***Termination/Changes.*** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

### ***Additional Terms & Conditions for Use of Apple Pay to Supplement Your Revolut Prepaid Visa and Prepaid Mastercard Cardholder Agreement***

The following Apple Pay terms and conditions (“Apple Pay Terms and Conditions”) are a supplement to the Revolut Prepaid Visa and Prepaid Mastercard Cardholder Agreement and govern your use of your Revolut Prepaid Mastercard Program in connection with Apple Pay (as defined below) on payment-supported iOS devices determined and commercialized by Apple from time to time (“Eligible Devices”). The term "Apple Pay" shall include the Apple Pay branded payment functionality and the Card provisioning functionality performed, and transaction history displayed, by the Wallet application, the Apple Watch application, Apple Pay on the Web, the Apple Watch, and on any other Eligible Device. In this Supplement, all capitalized terms not defined here will have the meanings given to them in the Agreement. The Program Manager will determine, in its sole discretion on the Bank’s behalf, which Cards will be eligible for use through Apple Pay.

Please review these Apple Pay Terms and Conditions before you decide whether to accept them and continue with the addition of your Card to Apple Pay. You consent to the receiving of these Apple Pay Terms and Conditions electronically. By using a Card in Apple Pay you agree to only use your Card through Apple Pay in accordance with these Apple Pay Terms and Conditions. If you do not agree to these Apple Pay Terms and Conditions, then you may not add your Card to or use your Card in connection with Apple Pay. These Apple Pay Terms and Conditions supersede any prior terms and conditions you may have agreed to with respect to access to and the use of Cards through Apple Pay. You agree that these Apple Pay Terms and Conditions govern your access to and use of Cards through Apple Pay on all Eligible Devices. Your use of Apple Pay to purchase goods and services with your Card is still governed by the Cardholder Agreement between you and us in connection with your Card and all such terms and conditions, including the pre-disputes arbitration clause, contained in the Cardholder Agreement. The Cardholder Agreement is incorporated by reference as part of these Apple Pay Terms and Conditions. The arbitration provision applies to any disputes between you and us arising from your access to or use of Cards in connection with Apple Pay. You also acknowledge that your use of Apple Pay is subject to the terms and conditions set forth by Apple, Inc. (“Apple”) with respect to the use of Apple Pay.

#### **ELIGIBILITY / ENROLLMENT**

Apple Pay is available to you for the purposes of purchasing goods and services with an Eligible Device at merchants that accept Apple Pay as a form of payment through near field communication (NFC) enabled payment terminals, for in-app purchases and authorized merchant websites when using a compatible Safari browser on a compatible MacBook Pro. Apple Pay allows you to use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Apple Pay, you must register your Card with Apple Pay by linking ("provisioning") your Card to an Eligible Device. You may be required to take additional steps to authenticate yourself before your Card is added to Apple Pay, which may include providing additional identifying information. When provisioning your Card through Apple Pay to an Eligible Device that contains a secure element, a unique numerical identifier different from your Card number (“Token”) will be added to such secure element, for the purpose of making purchases through Apple Pay. If your physical plastic Card is lost or stolen, but your Eligible Device is not lost or stolen, upon provisioning your new physical plastic Card to Apple Pay, Apple Pay will automatically assign your new physical plastic Card to your existing Token. Due to the manner in which Apple Pay operates, you may need to present your Eligible Device at a merchant when you return an item purchased using Apple Pay on such Eligible Device. You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date, and device make and model, where provided in accordance with your mobile operator's privacy policy, to allow verification of your identity and to compare information you have provided in connection with your Card Account with your mobile operator account profile information. This disclosed data may be used and stored for fraud prevention purposes and/or to complete transactions.

#### **YOUR USE OF YOUR CARD THROUGH APPLE PAY**

Please review the Cardholder Agreement, as applicable, for important information on your rights and responsibilities when making purchases. If your Eligible Device is lost or stolen, your Touch ID (fingerprint identity) or other passcode is compromised or Card has been used through Apple Pay without your permission, you must notify the Program

Manager, as agent for MCB, immediately using the number provided on the back of your Card or by contacting us through the Revolut mobile application. If you fail to notify Revolut without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Card in connection with Apple Pay. Refer to your Cardholder Agreement for information regarding your liability for unauthorized transfers.

You agree and acknowledge that the transaction history displayed in Apple Pay in connection with use of your Card in Apple Pay solely represents our authorization of your Apple Pay transaction and does not reflect any post-authorization activity including, but not limited to, clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Apple Pay transaction history in connection with use of your Card in Apple Pay may not match the transaction amount that ultimately clears, settles, and posts to your Card Account. We do not impose a fee for using your Card through Apple Pay. Your telecommunications carrier or provider or Apple may impose web-enablement, data usage or text messaging fees or other charges for your use of Apple Pay.

Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls—sometimes referred to as "jailbreaking"—are not Eligible Devices. You acknowledge that the use of a modified device to use your Card in connection with Apple Pay is expressly prohibited, constitutes a violation of the Terms & Conditions, and is grounds for us to deny your access to your Card through Apple Pay. You acknowledge that in some instances your Eligible Device can be used to make purchases using Apple Pay without waking the Eligible Device.

#### AUTHORIZATION TO COLLECT AND SHARE DATA

You agree that we and/or Revolut may collect, transmit, store, and use technical, location, and login or other information about you and your use of the Cards through Apple Pay. You acknowledge that (i) Apple, the provider of Apple Pay technology that supports the Cards in Apple Pay, as well as Apple's sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (either MasterCard International Incorporated and its affiliate Maestro, American Express, or Visa U.S.A. Inc. and its affiliate Interlink, as applicable for your Card) as well as such network's sub-contractors, agents, and affiliates, will have access to certain details of your transactions made with merchants via use of your Cards through Apple Pay. We and/or Revolut will use, share and protect your personal information in accordance with Revolut's Privacy Policy applicable to your Card account. A copy of our Privacy Policy is available for review in your Cardholder Agreement. You acknowledge that the use and disclosure of any personal information provided by you directly to Apple, the applicable payment network branded on your Card or other third parties supporting Apple Pay will be governed by such party's privacy policy and not MCB's Privacy Policy.

#### COMMUNICATION

You consent to receive certain messages on your Eligible Device from the Program Manager in connection with your use of your Card through Apple Pay. You may receive push notifications from time to time reflecting your Card activity. If you do not wish to receive notifications, you may turn off these notifications through the device Settings on your Eligible Device. You agree to receive notices and other communications by e-mail to the e-mail address on file for your Card. Also, you agree to receive notices and communications through the Revolut mobile application, or through the messaging capabilities of Apple Pay. To update the contact information on file for you, please contact Revolut through the Revolut mobile application.

#### MERCHANT RELATIONSHIPS AND DISCLAIMERS

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) ("Offers") in Apple Pay. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. Neither Revolut nor MCB will be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your Cardholder Agreement, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Apple Pay or the Offers that they provide.

#### CHANGES TO PARTICIPATION IN APPLE PAY AND TERMS AND CONDITIONS

Subject to applicable law, and as provided in the Cardholder Agreement, at any time we may (i) terminate your use of a Card in connection with Apple Pay, (ii) modify or suspend the type or dollar amounts of transactions allowed using your Card in connection with Apple Pay, (iii) change a Card's eligibility for use with Apple Pay and (iv) change the Card's authentication process.

These Apple Pay Terms and Conditions may be amended at any time without prior notice to you except as required by applicable law. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. You are bound by such revisions and should therefore review the current Apple Pay Terms and Conditions as posted on the Program Manager's website at [www.revolut.com](http://www.revolut.com) from time to time.

## INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights ("Intellectual Property Rights") in Apple Pay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Apple, Revolut, MCB, their licensors or third parties. Nothing in these Apple Pay Terms and Conditions gives you any rights in respect of any intellectual property owned by Apple, Revolut, MCB, their licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with Apple Pay.

## DISCLAIMERS OF WARRANTY

Apple Pay is provided by Apple without any warranty from Revolut or MCB. You acknowledge and agree that from time to time, your use of your Card in connection with Apple Pay may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither Revolut, MCB, nor their affiliates, agents, directors or officers will be liable for any claim arising from or related to use of your Card through Apple Pay due to such delay, interruption, disruption or similar failure.

You acknowledge that we are not party to the terms and conditions for Apple Pay between you and Apple and we do not own and are not responsible for Apple Pay. We are not providing any warranty for Apple Pay. We are not responsible for maintenance or other support services for Apple Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Apple Pay, including, without limitation, any third-party product liability claims, claims that Apple Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Apple Pay, including those pertaining to Intellectual Property Rights, must be directed to Apple.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

## LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, THE BANK, REVOLUT, PROCESSORS, SUPPLIERS OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE OR UNAVAILABILITY OF APPLE PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH APPLE PAY. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF YOUR CARD IN APPLE PAY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PROGRAM MANAGER, PROCESSORS, SUPPLIERS AND LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF

ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF APPLE PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH APPLE PAY; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM APPLE PAY; (V) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH APPLE PAY BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH APPLE PAY; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL WE, OUR PROGRAM MANAGER, PROCESSORS, AGENTS, SUPPLIERS OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

#### INDEMNITY

You agree to indemnify, defend and hold us and the Program Manager harmless (and the employees, directors, agents, affiliates and representatives of each) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Apple Pay Terms and Conditions, including any violation of our policies; (b) your wrongful or improper use of Apple Pay, including willful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any other party's access or use of Apple Pay with your Touch ID or other appropriate security code.

#### REPRESENTATION AND WARRANTY

You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to Apple Pay is your name; (ii) the Card you added to Apple Pay is your Card; (iii) you have the authority to authorize the receipt of notices, emails, calls and text messages from MCB or Program Manager at the phone number or email address you provide; (iv) you and all transactions initiated by you will comply with all federal, state and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (v) you will not use your Card through Apple Pay for any fraudulent or illegal undertaking or in any manner so as to interfere with the operation of Apple Pay; and (vi) your use of your Card in connection with Apple Pay will comply with these Apple Pay Terms and Conditions.

#### GOVERNING LAW

These Apple Pay Terms and Conditions, your use of your Card through Apple Pay, and any claim, dispute or controversy arising from or relating to these Apple Pay Terms and Conditions shall be governed by the law of the State of New York, without giving effect to the conflict of law principles thereof, except to the extent preempted or governed by federal law. The legality, enforceability and interpretation of these Apple Pay Terms and Conditions and the amounts contracted for, charged and received under these Apple Pay Terms and Conditions, if any, will be governed by such laws. These Apple Pay Terms and Conditions are entered into between you and us in New York. Subject to the arbitration provision in the Cardholder Agreement, you expressly agree that exclusive jurisdiction for any claim or dispute with us or relating in any way to these Apple Pay Terms and Conditions or your use of your Card resides in the state and federal courts located in New York County, New York and you further agree and expressly

consent to the exercise of personal jurisdiction in such courts in connection with any such dispute including any claim involving us or our affiliates, subsidiaries, employees, contractors, officers, directors, agents and content providers.

**FACTS**

**WHAT DOES METROPOLITAN COMMERCIAL BANK DO WITH YOUR PERSONAL INFORMATION?**

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Account balances
- Transaction history
- Account transactions
- Checking account information
- Wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Metropolitan Commercial Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Metropolitan Commercial Bank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> Information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes</b> Information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call 1-866-363-8226 or go to [www.mcbankny.com](http://www.mcbankny.com)

What we do	
How does Metropolitan Commercial Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Metropolitan Commercial Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ Open an account or give us your contact information</li> <li>▪ Apply for financing or show your driver's license</li> <li>▪ Provide account information</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>▪ <i>Metropolitan Commercial Bank does not share with our affiliates.</i></li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>▪ <i>Metropolitan Commercial Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include credit card account companies.</i></li> </ul>

Other important information	
<p><b>For Alaska, Illinois, Maryland, and North Dakota Customers.</b> We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization.</p> <p><b>For California Customers.</b> We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. Further, we may collect personally identifiable information about you through our website, including but not limited to your first and last name, home address, e-mail address, telephone number, or any other identifier that permits the physical or online contacting of a specific individual. If we change our privacy policy for our website, you will be notified as required by law.</p> <p><b>For Massachusetts, Mississippi, and New Jersey Customers.</b> We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing without your authorization.</p> <p><b>For Vermont Customers.</b> We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you other than as permitted by Vermont law, unless you authorize us to make those disclosures.</p> <p><b>For Texas Customers.</b> If you have a complaint, first contact the customer service division of Metropolitan Commercial Bank at 1-866-363-8226. If you still have an unresolved complaint regarding the company's money transmission activity, please direct your complaint to Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705, 1-877-276-5554 (toll free), <a href="http://www.dob.texas.gov">www.dob.texas.gov</a>.</p> <p>Additional information concerning our privacy policies can be found at <a href="http://www.mcbankny.com">www.mcbankny.com</a> or call 1-866-363-8226.</p>	



# Schedule A

## Schedule A: Schedule of All Fees and Charges for the Revolut Prepaid Visa and Prepaid Mastercard

States: ALL

Subscription Fees				
	Standard Plan	Premium Plan	Metal Plan	Details
If paying monthly (payable monthly in arrears)	\$0.00	\$9.99	\$16.99	These fees for subscription services are charged if you pay on a monthly basis.
If paying annually (payable annually in advance)	\$0.00	\$94.99	\$149.99	These fees for subscription services are charged if you pay on an annual basis.

Account Service Charges				
	Standard Plan	Premium Plan	Metal Plan	Details
Mobile Application	\$0.00	\$0.00	\$0.00	No fee for use of the Revolut mobile application, including account management and security features, as referenced in the Cardholder Agreement and elsewhere.
Standard Delivery Charge	Up to \$5.00	\$0.00	\$0.00	Fee for regular domestic mail shipping and handling of your physical card. No charge for delivery on Standard Plan, Premium Plan, and Metal Plan cards. Delivery may cost up to \$5 for Junior Cards and limited-edition cards.
Expedited Priority Delivery Charge	\$16.99	\$0.00	\$0.00	Fee assessed upon your request for expedited priority domestic delivery with package tracking, if available.
Global Express Delivery Charge	\$19.99	\$0.00	\$0.00	Fee assessed upon your request for express shipment anywhere in the world in 1-3 Business Days.
Paper Statement Charge	\$8.00	\$8.00	\$8.00	Fee assessed for delivery of a paper statement. Statements are also available digitally without charge through the Revolut mobile application. You will receive your paper statement between three to seven Business Days after your request.

### Card Issuance and Replacement Charges

	Standard Plan	Premium Plan	Metal Plan	Details	
Standard Revolut Card	\$0.00	\$0.00	\$0.00	No fee for your standard Revolut card as referenced in the mobile application, but also refer to Early Card and Membership Services Cancellation Fee below.	
Replacement Standard Revolut Cards	\$5.00	N/A	N/A	You may request additional physical Standard Revolut Cards under the Standard Plan for a fee of \$5.00 per card.	
Premium Revolut Card	N/A	\$0.00	N/A	No fee for your Premium Revolut Card with the purchase of a Premium Plan, but also refer to Early Card and Membership Services Cancellation Fee below.	
Replacement Premium Revolut Cards	N/A	\$30.00	N/A	You may order one spare Premium Card at no cost, but replacement fee applies for each additional replacement Premium Revolut Card you order for any lost, stolen, or destroyed Premium Cards.	
Metal Revolut Card	N/A	N/A	\$0.00	No fee is charged for your Metal Revolut Card with the purchase of a Metal Plan, but also refer to Early Card and Membership Services Cancellation Fee below.	
Replacement Metal Revolut Cards	N/A	N/A	\$70.00	No fee is charged for one Metal Revolut Card per year as referenced in the mobile application. After that, replacement fees apply. If you are on the Metal plan you can only have one active Metal Card at a time.	
Additional Standard Revolut Cards for Premium and Metal Plans	N/A	\$0.00	\$0.00	If you are on a Premium Plan or Metal Plan, you can order additional Standard Revolut Cards at no additional cost (up to a total of three physical cards).	
Virtual Revolut Card	\$0.00	\$0.00	\$0.00	No fee for use of a Virtual Revolut Card, which offers a unique Card Number for online orders with no associated physical card, as referenced in the mobile application.	
Additional Virtual Revolut Card	\$5.00	\$0.00	\$0.00	Fee assessed for each additional Virtual Revolut Card (up to a maximum of five Virtual Revolut Cards).	
Disposable Virtual Cards	N/A	\$0.00	\$0.00	Disposable Virtual Revolut Cards have disposable details that are cleared after every transaction and new card details are instantly generated in the mobile application.	
Early Card and Membership Services Cancellation and Downgrade Fee	within 10 days	\$0.00	Up to \$19.99	\$55.00	If you downgrade or cancel your Premium Plan or Metal Plan, the following fees apply:  We'll give you a full refund of your Premium Plan subscription minus a delivery fee depending on the original shipping method. For Metal Plans, we'll charge you \$55.00.
	within 10 months	\$0.00	\$20.00	\$30.00	We will not give you any refund of your subscription, and we will charge you a cancellation fee of \$20.00 if you cancel or downgrade a Premium Plan, or a cancellation fee of \$30.00 if you cancel or downgrade a Metal Plan, during the first 10 months you have either Plan but no cancellation fee for annual subscriptions.
	after 10 months	\$0.00	\$0.00	\$0.00	We will not provide any refund of your subscription and will not charge a cancellation fee after the first 10 months.

Load Charges				
	Standard Plan	Premium Plan	Metal Plan	Details
Direct Deposit	\$0.00	\$0.00	\$0.00	There is no fee for loading your Card Account via direct deposit.
Debit Card	\$0.00	\$0.00	\$0.00	There is no fee for loading your Card Account via debit card.
Foreign (non-US) Debit Card	Up-to 3%	Up-to 3%	Up-to 3%	Please note that if you load with a debit card issued outside of the USA, you may be charged a fee of up to 3% of the transaction amount based on fees that are charged to us in order to complete the requested transactions.
Commercial Debit Card	Up-to 3%	Up-to 3%	Up-to 3%	Please note that if you load with a commercial debit card, you may be charged a fee of up to 3% of the transaction amount based on fees that are charged to us in order to complete the requested transactions.

Transaction Charges					
	Junior Account	Standard Plan	Premium Plan	Metal Plan	Details
ATM Withdrawal Fair Usage Fee	Up to 2.0% of value of withdrawal.	Up to 2.0% of value of withdrawal.	Up to 2.0% of value of withdrawal.	Up to 2.0% of value of withdrawal.	<p>There is no withdrawal fee for In-Network ATMs. There is also no ATM withdrawal fee for Out-of-Network ATMs up to the monthly amounts specified in your Plan (Standard Plan - \$ 200; Premium Plan - \$\$400 ; Metal Plan - \$600 ), after which you will be assessed a fair usage fee of 2% of the dollar amount of ATM withdrawals over those amounts. For Junior Accounts, after \$60 of ATM withdrawals from each individual Revolut Junior account, a 2% fee will apply.</p> <p>We do our very best to provide you with the most up to date information in the ATM map. However, specific device information is updated periodically through an integration with third party partners, and may not fully reflect the most current network membership. Therefore, you may be charged a fee if your transaction occurred within seven days of the ATM joining the In-Network ATMs.</p>
Currency Exchange Fair Usage Fee	0.5%	\$0.00 up to \$1,000 per 30-day period, 0.5% fee thereafter.	\$0.00	\$0.00	You will be assessed this fee of 0.5% on the transaction amount for currency exchanges made with a Standard Plan in excess of \$1,000 in a given 30-day period, or after \$325 per individual Junior Account in a given 30-day period. The Fair usage fee applies to all exchanges, including foreign currencies and cryptocurrencies.
Fedwire fee (outbound or inbound)	\$10	\$10	\$10	\$10	Fee for each Fedwire transfer to or from each account.
International Transfers	N/A	Up to \$6.00	Up to \$6.00	Up to \$6.00	<p>You will be charged a fee of 0.3% on the transaction amount for international transfers in the local currency of the recipient's country with a minimum fee of \$0.30 and up to a maximum fee of \$6.00.</p> <p>You will be charged a fee of \$4.00 if you send a payment in USD, GBP, EUR, and CHF, and a fee of \$6.00 in all other available currencies for international payments in currencies other than the local currency of the recipient's country.</p> <p>Premium Plan customers may send one international transfer per month without incurring the respective fees in this table. Metal Plan customers may send three international transfers per month without incurring the respective fees marked in this table.</p>

Standard Exchange Rates			
Currencies <sup>+</sup>	During foreign exchange market hours	Outside of foreign exchange market hours	Details
USD, GBP, EUR, AUD, CAD, NZD, CHF, JPY, SEK, HKD, NOK, SGD, DKK, and PLN.	The interbank rate <sup>++</sup>	The interbank rate <sup>++</sup> plus 1.0 %	<sup>++</sup> Interbank rates are provided by third party financial exchanges and due to delays in data transmission, and we cannot guarantee they are the real-time interbank rates as specified by these financial exchanges or the applicable data providers. For more information, please visit <a href="https://blog.revolut.com/understanding-the-interbank-exchange-rate/">https://blog.revolut.com/understanding-the-interbank-exchange-rate/</a> . Please note that interbank rates are subject to real-time fluctuations outside of our control. Past movements or trends in the movement of interbank rates should not be taken as an indicator of future movements in such interbank rates. Please also note that the Standard Exchange Rates are a guide only. We do not guarantee the Standard Exchange Rates. It is your responsibility to ensure that you are happy with the Standard Exchange Rate for each transaction you enter into prior to entering into the transaction. The time period of "outside of foreign exchange market hours" begins at 4:00 PM Eastern Time on Friday and ends at 5:00 PM Eastern Time on Sunday
All other currencies except THB and UAH.	The interbank rate <sup>++</sup>	The interbank rate <sup>++</sup> plus 1%	
THB, and UAH.	The interbank rate <sup>++</sup> plus 1%	The interbank rate <sup>++</sup> plus 2%	

+ USD: United States Dollar; GBP: Pound Sterling; EUR: Euro; AUD: Australian Dollar; CAD: Canadian Dollar; NZD: New-Zealand Dollar; CHF: Swiss Franc; JPY: Japanese Yen; SEK: Swedish Krona; HKD: Hong-Kong Dollar; NOK: Norwegian Krona; SGD: Singapore Dollar; DKK: Danish Krona; PLN: Polish Zloty; THB: Thai Baht; RUB: Russian Rubble; UAH: Ukrainian hryvnia; CZK: Czech Koruna; HUF: Hungarian Forint; IDR: Indonesian Rupiah; ILS: Israeli New Shekel; INR: Indian Rupee; MXN: Mexican Peso; MYR: Malaysian Ringgit; PHP: Philippine Peso; BGN: Bulgarian Lev; QAR: Qatari Riyal; TRY: Turkish Lira; ZAR: South African Rand

### Additional Information:

Your funds will be held at Metropolitan Commercial Bank, an FDIC-insured institution, and are insured up to \$250,000 by the FDIC in the event that Metropolitan Commercial Bank fails, if specific deposit insurance requirements are met and your card is registered. See [fdic.gov/deposits/prepaid.html](https://www.fdic.gov/deposits/prepaid.html) for details.

Your prepaid card has no overdraft/credit feature.

Contact Revolut by calling 1-844-744-3512, by mail at P.O. Box 1155, New York, NY 10013, or visit [www.revolut.com](https://www.revolut.com).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://cfpb.gov/prepaid). If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](https://cfpb.gov/complaint).