

These Demand Deposit terms apply from 24 March 2022.

1. Why this information is important

This document sets out the terms and conditions for your Demand Deposit Account and its related services. It also sets out other important things that you need to know.

This document, along with our [Privacy Policy](#) and any other terms and conditions that apply to our services, forms a legal agreement between:

- you, the Demand Deposit Account holder; and
- us, Revolut Bank UAB (**Revolut Bank**).

We call this agreement the Demand Deposit Terms. This agreement is indefinite. It means that it is valid until you or we end it.

These Demand Deposit Terms are entered into by means of distance communication.

You agree that these Demand Deposit Terms and any other communications between us, will be in English. We will try our best to respond to you in your preferred language, but we reserve the right to respond in English.

You can access these Demand Deposit Terms along with Revolut Bank [Privacy Policy](#), standard information for deposit insurance of the State Company Deposit and Investment Insurance and other terms and conditions that apply to our services in the Revolut App at any time.

Revolut Bank is a specialised bank incorporated and licensed in the Republic of Lithuania with company number 304580906 and authorisation code LB000482 and whose registered office is at Konstitucijos ave. 21B, 08130 Vilnius, the Republic of Lithuania. We are licensed and regulated by the [Bank of Lithuania](#) and the [European Central Bank](#) as a specialised bank. You can see our license on the Bank of Lithuania website [here](#) and our incorporation and company documents on the Lithuanian Register of Legal Entities website [here](#).

Revolut Bank is supervised by the Central Bank of Ireland for Irish conduct of business rules, including the Consumer Protection Code (2012) ("CPC"). The CPC offers protection to customers where regulated entities (including Revolut) provide regulated products or services to customers. You can access a copy of the CPC at their [website](#).

Revolut Bank is part of a group of companies that provides services and products to customers around the world. Please visit our [website](#) for further information.

2. Can I open a Demand Deposit Account?

By accepting these Demand Deposit Terms, you confirm that:

- you are a customer of Revolut Payments UAB (incorporated and licensed in the Republic of Lithuania with company number 3049409800 and Bank of Lithuania authorisation code LB000484) (Revolut Payments);
- you have received by email, read and understood these Demand Deposit Terms;
- you have received by email, read and understood the standard information for deposit insurance of the State Company Deposit and Investment Insurance (VĮ "Indėlių ir investicijų draudimas") which is also available [here](#);
- you have read, understood and accepted the Revolut Bank [Privacy Policy](#); and

- you have provided correct and accurate contact information (including an email address that you check regularly) during the onboarding process.

When you ask us to open a Demand Deposit Account, we or our representatives will ask for information about you and where the money you will deposit into your Demand Deposit Account comes from. We do this for a number of reasons, including to check your credit score and identity, and to meet our legal and regulatory requirements. When we have the information we need, we will open your Demand Deposit Account, and you can make a deposit into it. If you have already provided this information to Revolut Payments, you acknowledge and agree that we may use and rely on that information for this purpose.

Our [Privacy Policy](#) explains how we use your information for these and other purposes.

We can only provide services to you once you have passed our internal checks, and not before. We will notify you via the Revolut app once this has happened and will let you know once your Demand Deposit Account is opened.

You can see your Demand Deposit Account details in the account statement. Keep in mind that these bank details cannot be used for direct payments, and you can only place your deposit in the way described in these Demand Deposit Terms. If you use these details for payment transactions, the transactions won't be executed.

If any of your personal details change, you must notify us immediately.

When we refer to "email" we mean the email you provided to us during the onboarding process (unless you updated your email afterwards). It's important that you provide your primary email address and check it regularly. Should your email address change or should you have any trouble receiving or opening emails from us, you must notify us immediately. Otherwise, you agree that if an email has been delivered to your email address, you should have read it, even if you failed to do so for whatever reason.

3. My Demand Deposit Account

When you put money as a deposit into your Demand Deposit Account, we accept the money, hold it for you, and undertake to return it to you upon your request.

Revolut Bank is not authorised to, and so cannot, provide payment services or issue e-money. This means that we can only accept money into, and return money from, your Demand Deposit Account with you directly in the way described in these Demand Deposit Terms. Money cannot be paid directly into or out of your Demand Deposit Account in any other way.

The only way you can put money into, or take money out from, your Demand Deposit Account is by having an e-money account with Revolut Payments and making payments using it in the way described in these Demand Deposit Terms.

4. How to make a deposit into my Demand Deposit Account

Add money at any time

Deposits to your Demand Deposit Account can only be made by transferring funds via your e-money account with Revolut Payments to your Demand Deposit Account.

These deposits can be made at any time and in any currency. The amount of money you can add to your Demand Deposit Account and the frequency of your additions is not limited.

How soon will money be credited?

Your deposit will be credited to your Demand Deposit Account as soon as possible after it arrives with us and in any case no later than on the next business day. A "business day" is any

day other than a Sunday, Saturday or a public holiday in the Republic of Lithuania.

5. Will you pay any interest on the Deposit held in my Demand Deposit Account?

We will pay interest on the balance of your Demand Deposit Account at the end of each business day. Interest will be calculated at a yearly rate of 0%. However, since the rate is 0%, no interest will be payable.

6. How to make a withdrawal from my Demand Deposit Account?

We will return money to you from the Demand Deposit Account at your request. Withdrawal requests can be made by you at any time and in any amounts not exceeding the available balance.

The easiest way to make a withdrawal from your Demand Deposit Account is to send a charge request (i.e., a request to return your funds) via your e-money account with Revolut Payments in accordance with your arrangements with Revolut Payments regarding the transfer of funds from your e-money account with Revolut Payments to your Demand Deposit Account and regarding the procedure for issuing of charge requests. You instruct us to treat any charge request sent to us from your e-money account with Revolut Payments as authorised by you, and we shall act upon it immediately. You also instruct us to, upon receipt by us of your charge request (sent to us via your e-money account with Revolut Payments), return the amount requested to you into your e-money account with Revolut Payments.

You further confirm to us that you have properly instructed Revolut Payments to allow you to make charge requests from your e-money account and to treat any such charge request as your authorisation to return the requested amount from your Demand Deposit Account.

In exceptional cases when you are unable to use your e-money account with Revolut Payments, you can make a withdrawal from your Demand Deposit Account directly. In this case you need to contact us using chat in the Revolut app to make a withdrawal manually. Your request would need to be provided in a form acceptable to us, allowing us to comply with legal requirements applicable to us (including those in relation to anti-money laundering and counter-terrorist financing) and to verify that the account where the funds from your Demand Deposit Account shall be sent, belongs to you.

7. How is my money protected?

Your money is protected once it reaches your Demand Deposit Account or deposit account opened within another credit institution which is a participant of the Deposit Insurance Scheme. Your money will be credited to your Demand Deposit Account as soon as possible after it arrives with us and in any case no later than on the next business day.

For example, if you're adding/transferring money to/from your Demand Deposit Account not on a business day your money won't be protected by the Deposit Insurance Scheme until it reaches your Demand Deposit Account or deposit account opened within another credit institution which is a participant of the Deposit Insurance Scheme. Nevertheless, your money will be protected in other ways as prescribed by laws.

The money in your Demand Deposit Account is protected by Lithuanian deposit insurance administered by the State Company Deposit and Investment Insurance (VĮ "Indėlių ir investicijų draudimas") in accordance with the conditions established by the Law on Insurance of Deposits

and Liabilities to Investors of the Republic of Lithuania which are available [here](#). There are no additional mechanisms (we call them “guarantee funds”) under these Demand Deposit Terms that protect your money in your Demand Deposit Account.

8. Keeping your security details safe

We do everything we can to keep your money safe. We ask you to do the same by keeping your security details safe. This means you should make sure they are kept secure, not accessible to other people, and not shared with anyone else.

Sometimes it's easy to forget to take the steps you should take to keep your money safe. Here are a couple of tips:

- make sure you don't leave the Revolut app open on an unlocked device; and
- keep your mobile device and your email account secure and don't let other people use them.

Contact us through the Revolut app as soon as possible if your security details could be used without your permission.

You can contact us in the following ways

Tell us about lost or stolen or security details:

- Send us a message through chat on the Revolut app.
- Email us at feedback@revolut.com.
- Call us to block a lost or stolen card on +370 5 214 3608 (your telecommunication service provider's standard rates apply)

Our website: www.revolut.com

9. Are there any restrictions on using the Revolut app?

Please act reasonably and responsibly when using the Revolut app.

The Revolut app must not be used (directly or indirectly) as follows:

- for illegal purposes (for example, committing fraud);
- in a way that might harm our ability to provide our services;
- to control or use a Demand Deposit Account that's not yours;
- to allow anyone else to have access to or use Demand Deposit Account or the Revolut app;
or
- for business purposes.

Please also act in a respectful way towards us and our support staff – we're here to help you.

10. When we might prevent you from using your Demand Deposit Account

The safety of your money is important to us, therefore we can prevent you from using your Demand Deposit Account. For example, we will deny the repayment of any deposit and will not credit any additional deposit if we're reasonably concerned about its security or that it might be used fraudulently or without your permission.

We might also have to prevent you from using your Demand Deposit Account to meet our legal obligations arising from the laws of the Republic of Lithuania.

We'll tell you through the Revolut app before, or as soon as possible after, we have limited the use of your Demand Deposit Account. We'll also let you know why we've done it (unless it would reduce your or our security or it would be unlawful). We will let you use your Demand Deposit Account normally as soon as the reasons for the limit no longer exist.

11. When could you suspend or close my Demand Deposit Account?

We may close or suspend your Demand Deposit Account immediately (including the access to the services provided by the other Revolut entities) and end your access to the Revolut app, in exceptional circumstances. Exceptional circumstances include the following:

- if we have good reason to suspect that you are behaving fraudulently or otherwise criminally;
- if you've broken these Demand Deposit Terms in a serious or persistent way and you haven't put the matter right within a reasonable time of us asking you to;
- if we have information that your use of the Revolut app is harmful to us or our software, systems or hardware, or our reputation or goodwill;
- if you've been declared bankrupt;
- if you die or a declaratory judgement of your death is pronounced; or
- if we have to do so under any law, regulation, court order or ombudsman's instructions.

Upon closing your Demand Deposit Account, we will return any remaining balance in your Demand Deposit Account to your e-money account with Revolut Payments or will allow you to make a withdrawal directly.

12. Are we responsible if something goes wrong with your Demand Deposit Account or the Revolut app?

We'll do as much as reasonably possible to make sure that our services are not interrupted and are accessible at a reasonable speed. However, we can't promise that this will always be the case or that the services will be free from faults. We also rely on some third parties to provide services to you, which can disrupt our services. We'll always do our best to solve any problems with our services, no matter what the cause.

We will not be responsible for losses resulting from us failing to meet our obligations to timely credit into your Demand Deposit Account incoming money or debit from your Demand Deposit Account money being withdrawn because:

- of a legal or regulatory requirement; or
- unforeseeable events outside our control, which were unavoidable at the time;
- of criminal or any other illegal actions of third parties resulting in damage to you or any other person (unless specified in these terms and conditions directly); or
- of the blocking of your Demand Deposit Account when implementing legal requirements, including those in relation to anti-money laundering and counter-terrorist financing.

We will only be responsible for foreseeable losses

If we break this agreement, we will be responsible for any loss that we could have foreseen at the time we entered into the agreement, also for the loss that results from our fraud or gross

negligence.

We won't be responsible to you for any of the following, whether direct or indirect, that arises in connection with this agreement:

- loss of income or profit;
- loss of goodwill or damage to your reputation;
- loss of business contracts or opportunities;
- loss of anticipated savings; or
- consequential loss.

Nothing in this agreement removes or limits our liability for death or personal injury resulting from our negligence or from fraud or fraudulent claims and statements.

13. Our right to withdraw money from your Demand Deposit Account in exceptional cases

We have a right to withdraw money from your Demand Deposit Account without your instruction in the following cases:

- if money was transferred to your Demand Deposit Account without any legal basis (i.e. due to fraud, mistakes or technical errors);
- when we, as a service provider, are required by applicable laws, to withhold and pay to competent authorities taxes that apply to you in your capacity as a depositor; or
- in other cases, as established by Lithuanian laws and other applicable legislation.

14. When you might be responsible for our losses?

You may be responsible to us for certain losses.

If you have broken this agreement and this has caused us to suffer a loss, the following will apply::

- you will be responsible for any foreseeable losses we suffer as a result of your action (we will try to keep the losses to a minimum); and
- you will also be responsible for any reasonable legal costs that arise as a result of our losses.

15. How do I get information about transactions for my Demand Deposit Account?

You can check all Demand Deposit Account inflows and outflows through the Revolut app. We will store your Demand Deposit Account information while you are a customer and for 8 years after you close your Demand Deposit Account. If you need to keep a copy of the information after then, you will need to download it. You can download information from the Revolut app while you are a customer or, if your Demand Deposit Account is closed, you can contact us at feedback@revolut.com and we will provide you with such information.

You will receive a notification to your mobile device each time a deposit is placed into or withdrawn out of your Demand Deposit Account. You can turn off these notifications, through the Revolut app or in your device's settings, at any time. If you turn off notifications, you should

regularly check your Demand Deposit Account information on the Revolut app. It's important that you know what amounts go into and out of your Demand Deposit Account, so we recommend that you do not turn off notifications.

Communicating with you

We'll communicate with you through the Revolut app. Other Revolut group entities may also communicate with you via the Revolut app if this is agreed with you and that entity.

This is how we will provide Demand Deposit Account information and tell you about any fraud, or suspected fraud, relating to your Demand Deposit Account. It is also how we will tell you if there is a security threat to your Demand Deposit Account. Make sure you regularly check the Revolut app for this information.

To help keep your Demand Deposit Account safe, download the latest software for your mobile device and the latest version of the Revolut app as soon as they are available.

We may also communicate with you by text message (SMS) or email, so you should regularly check your text messages and email account.

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

We will usually communicate with you in English.

Keep us in the loop

Please keep your details up to date and let us know immediately if any information you've given us changes. If we discover that any of your information is incorrect, we may update it or ask you to provide further information.

To meet our legal and regulatory requirements we might need to ask for more information about you (for example, if your deposit inflow or outflow increases). Please provide this information quickly so that disruption to your Demand Deposit Account or our services is minimised.

16. Confidentiality

You understand and consent that due to the nature of the Revolut Bank services under this agreement, we may be required to disclose the following information about you:

- the fact that you are our customer;
- the services being provided to you;
- your Demand Deposit Account number;
- the balances available in your Demand Deposit Account;
- operations performed or being performed on your behalf;
- your debt obligations towards us; the circumstances of us providing financial services to you;
- the terms and conditions of the agreements on the basis of which we provide you with services;
- the fact of the termination of this agreement and of the closing of your Demand Deposit Account;
- your financial situation and assets; and

- your activities, plans, debt obligations to or transactions with other persons.

Your commercial or professional secrets are all treated as confidential information (i.e. as a client secret or bank secret).

You understand and consent that the people we may disclose that information to are:

- Any affiliate of Revolut Bank. This includes, but is not limited to, Revolut Payments and Revolut Ltd (a company incorporated in England and Wales with company number 08804411 and firm reference number 900562, whose registered office is at 7 Westferry Circus, Canary Wharf, London, E14 4HD, United Kingdom) (Revolut Ltd).
- Revolut Bank's representatives and other parties directly or indirectly involved in the provision of Revolut Bank services under this agreement to you or in the preparation of the provision of such service to you, and their subcontractors (for example, correspondent banks, financial institutions, insurance companies, financial intermediaries, brokers, participants of, or parties to, payment, clearing or settlement systems, exchanges and other) if, due to the specifics of such services, it is necessary to disclose such data.
- Third parties that provide services to Revolut Bank (supplementing the provision of our financial services), and subcontractors of such third parties, provided that third parties and their subcontractors were engaged in compliance with all regulatory requirements applicable to such outsourcing.

During the communication and exchange of information between you and us by means of telecommunications or electronic communication, confidential information (including information constituting client secrets or bank secrets) may become available to third parties without our will or knowledge. If this happens, we are not liable for any such disclosure of the information and you shall assess this risk prior to entering into this agreement with us.

Required disclosures of information

We will disclose your information where required or permitted to do so by Lithuanian laws and other applicable legislation or to exercise or enforce our rights, or the rights of our customers.

17. Our intellectual property

All the intellectual property in our products (for example, the content in the Revolut app and on our website, our logo) is owned by Revolut Ltd and is being used by us and other Revolut group companies. You must not use this intellectual property as your own, except to enjoy our products. You also must not reverse-engineer any of our products (that is, reproduce them after a detailed examination of their construction or composition).

18. How to make a complaint?

If you're unhappy with our service, we'll try to put things right

We always do our best, but we realise that things sometimes go wrong. If you have a complaint, please contact us. We will accept and consider any complaint sent by you to us. Our final response to your complaint, or a letter explaining why the final response has not been completed, will be provided to you within 15 business days after your complaint is made, and in exceptional circumstances, within 35 business days (and we will let you know if this is the case).

Out of court dispute resolution authority for complaints related to financial services

If you are unhappy with how we have dealt with your complaint, you can refer it to the Bank of Lithuania within 1 year of the date you sent us your complaint. In this case the Bank of Lithuania will act as an out of court dispute resolution authority dealing with disputes between consumers and financial service providers.

Their address is: Žalgirio str. 90, 09303 Vilnius, the Republic of Lithuania.

You can find more information on their [website](#).

Please note that should you wish to have a possibility to apply to the Bank of Lithuania as to the out of court dispute resolution authority, then you shall make your complaint to us within 3 (three) months from the day that you found out or should have found out about the alleged violation of your rights or legitimate interests arising from agreement with us. You also have the right to apply to any competent court if you think we have breached the law. You can also file a complaint to the respective out-of-court dispute resolution authorities that handle consumers' complaints in your country in relation to the financial services provided by us. The list of such authorities can be found [here](#).

Examination of the complaint at the Bank of Lithuania is free of charge.

The out of court dispute resolution authority for consumer disputes not related to Bank of Lithuania competences is the State Consumer Rights Protection Authority.

Their address is: Vilniaus str. 25, 01402, Vilnius, the Republic of Lithuania.

You can find more information on their [website](#). You can also rely on the mandatory consumer protection rules of the EEA country where you live.

Out of court dispute resolution authority for complaints related to the processing of personal data

You have the right to make a complaint to the State Data Protection Inspectorate (SDPI), the Lithuanian supervisory authority for data protection issues.

Their address is: L. Sapiegos str. 17, 10312, Vilnius, the Republic of Lithuania; ada@ada.lt.

You can find more information on their [website](#).

More information

Click [here](#) for more information about our complaints handling procedure.

How to resolve an issue or make a complaint

If you'd just like to speak to someone about an issue that is concerning you, please contact us through the Revolut app. We can usually settle matters quickly.

If you prefer, you can make a complaint. You can also do this through the Revolut app, or by using [this form](#) or emailing us at formalcomplaints@revolut.com.

To make a complaint, you'll need to tell us:

- your name and surname;
- the phone number and email address associated with your Demand Deposit Account;
- what the issue is;
- when the problem arose; and
- how you'd like us to put the matter right.

We'll look into your complaint and respond to you by email. We will communicate with you in English, unless we tell you otherwise.

Irrespective of the above, you always have the right to approach the out of court dispute resolution authorities mentioned above in relation to any complaint about our service. You also

have the right to apply to any competent court (in accordance with this agreement) if you think we have breached the law.

19. We can change these Demand Deposit Terms

We'll only change the agreement for the following reasons:

- if we think it will make it easier to understand or more helpful to you;
- to reflect the way our business is run, particularly if the change is needed because of a change in the way any financial system or technology is provided;
- to reflect legal or regulatory requirements that apply to us;
- to reflect changes in the cost of running our business; or
- because we are changing or introducing new services or products that affect our existing services or products covered by these Demand Deposit Terms.

Telling you about changes

If we add a new product or service that doesn't change the agreement we may add the product or service immediately and let you know before you use it.

Otherwise, we'll give you at least 60 days' notice through the Revolut app and/or email before we make any change. We'll assume you're happy with the change unless you tell us that you want to close your Demand Deposit Account before the change comes into effect.

20. Fees and Taxes

Revolut Bank does not charge any fees that apply to you for and in relation to Revolut Bank services under this agreement. This also means that you will not pay any fees for us in relation to using the Revolut App or any other means of distance communication for your Demand Deposit Account.

You may be responsible for paying taxes or costs that apply to the deposit that you hold in your Demand Deposit Account and that we are not responsible for collecting from you, except where that is required by law.

21. How do I close my Demand Deposit Account?

You retain your right to close your Demand Deposit Account and so end this agreement, at any time and free of charge by letting us know, even after the 14 days period has passed. You can do this through the Revolut app or by emailing us at feedback@revolut.com.

What happens if my e-money account is closed?

Immediately after your Demand Deposit Account is closed, we will return any remaining balance to your e-money account with Revolut Payments.

Your e-money account with Revolut Payments and your Demand Deposit Account with Revolut Bank are different accounts and it is impossible to subscribe for a Demand Deposit Account with Revolut Bank without subscribing for your e-money account with Revolut Payments.

Closing one will not automatically close the other. However, you need to have both for us to be able to offer our Demand Deposit Account services to you effectively.

If your e-money account with Revolut Payments is closed or Revolut Payments closes its e-money account business, you will not be able to return deposits from your Demand Deposit

Account with Revolut Bank to your e-money account with Revolut Payments. This means that, although you can continue to use your Demand Deposit Account, its functionality will be limited to keeping your money and returning it to you on your request as described in section 6.

The same consequences as described above will occur should you end your arrangements with Revolut Payments regarding the transfer of funds from your e-money account with Revolut Payments to your Demand Deposit Account with Revolut Bank, but will keep your e-money account opened.

How can I withdraw from my Demand Deposit Account?

You can withdraw from your Demand Deposit Account and so end this agreement within the first 14 days of opening it by letting us know through the Revolut app or by emailing us at feedback@revolut.com. You have a right to withdraw without paying any penalties and without having to indicate any reason. In case of withdrawal from your Demand Deposit Account, we will return any remaining balance to your e-money account with Revolut Payments.

22. Legal bits and pieces

Permission for us to process your personal information

To provide services under the agreement we need to collect information about you. Under data protection law, we are what is known as the 'data controller' of your personal information. For more information about how we use your personal information, see our [Privacy Policy](#).

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

You can withdraw your permission by closing your Demand Deposit Account, which will end the agreement between you and us. If you do this, we'll stop using your information for the purpose of providing our services, but we may need to keep your information for other legal reasons.

Our contract with you

Only you and we have any rights under the agreement.

The agreement is personal to you and you cannot transfer any rights or obligations under it to anyone else, without our consent.

Our right to transfer and assign

You agree and permit us to merge, reorganize, spin-off, transform or execute any other form of reorganization or restructuring of our company or business and/or transfer or assign all of our rights and obligations under these Demand Deposit Terms to any third party.

We will only transfer any of your and our rights or obligations under these Demand Deposit Terms if this won't have a significant negative effect on your rights under these Demand Deposit Terms or we need to do so to keep to any legal or regulatory requirement, or it is done as a result of implementation of reorganization (or a similar process). You will be able to terminate the Demand Deposit Account upon notification about the assignment, merger, reorganisation or any other similar notification.

Lithuanian law applies

The laws of the Republic of Lithuania govern your relationship with us. They also apply to this agreement. Despite this, you can still rely on the mandatory consumer protection rules of the European Economic Area Member State where you live.

Place of conclusion of this agreement

This agreement is deemed to be concluded in the place where you live at the moment of conclusion.

The English version of the agreement applies

If these Demand Deposit Terms are translated into another language, the translation is for reference only and the English version will apply. By entering into this agreement and accepting Revolut Bank's services, you confirm that you understand the English language and agree to communicate with Revolut Bank in English regarding this agreement.

Our right to enforce the agreement

If you have broken the agreement between you and us and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date.

Taking legal action against us

Legal action under these Demand Deposit Terms can only be brought in the courts of the Republic of Lithuania (or in the courts of any European Economic Area Member State where you reside).

Conflicts of Interest

It is Revolut's policy to mitigate, and where necessary avoid, conflicts of interest when providing products or services to its customers. In instances where conflicts of interest arise, and such conflicts of interest cannot reasonably be avoided, Revolut will inform its customers of the conflict of interest and will use reasonable endeavours to resolve such conflicts of interest to ensure that customers are treated fairly.