# **Personal Terms**

# MY REVOLUT ACCOUNT

#### 1. Why this information is important

This document sets out the terms and conditions for your Revolut personal account (your account) and its related services. It also sets out other important things that you need to know.

These terms and conditions form a legal agreement (the agreement) between:

- you, the account holder; and
- us, REVOLUT TECHNOLOGIES JAPAN, Inc.

We are REVOLUT TECHNOLOGIES JAPAN, Inc. (hereinafter called as "the Company"), an authorised Class 2 fund transfer service provider which is registered with the Kanto Local Finance Bureau (registration number 00060).

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

It's important for you to understand how your account works, so if you'd like more information you might find it helpful to read our FAQs. (The FAQs don't form part of our agreement with you.)

#### 2. Using money in your account

Once you have e-money in your account you'll be able to use our services. For example, you can do the following:

- send money to and receive money from other Revolut accounts and non-Revolut accounts;
- change money from one currency to another (we call this a currency exchange). The currencies available might change occasionally;
- make payments and withdraw cash outside of Japan using your Revolut Card; and
- view information about and manage your account.

We add new features and services all the time. We'll let you know about these through the Revolut app.

#### 3. Can I open a Revolut account?

You must be 20 or over to open a Revolut account. You must not (i) constitute an organised crime group or a member thereof, rightist organisation, anti-social force or other similar person or entity (collectively, "Antisocial Force"), or (ii) have any interaction or involvement with an Antisocial Force in any manner such as assisting or being involved in the maintenance, operation or management of an Antisocial Force by way of finance or other means.

When you ask us to open an account, we or someone acting for us will ask for information about you and where the money you will put in your account comes from. We do this for a number of reasons and to meet our legal and regulatory requirements. Our Privacy Policy explains more about how we use your information for these and other purposes. When we have the information we need, we will open your account.

You can't:

- open more than one Revolut personal account; or
- open a new Revolut account if we've previously closed a Revolut account.

**4. How do I get information on payments into and out of my account?**You can check all payments into and out of your account through the Revolut app. We will not make any changes to your account information and it will be available to you through the Revolut app for ten years after you close your 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 app at any time.

We will send a notification to your mobile device each time a payment goes into or out of your 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 payments on the Revolut app. It's important that you know what payments go into and out of your account, so we recommend that you do not turn off notifications.

# COMMUNICATING WITH YOU

We'll usually communicate with you through the Revolut app.

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

To help keep your 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 or email, so you should regularly check your text messages and email account.

We will usually communicate with you in Japanese and 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 will update it.

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

# 5. How do I close my account?

You can close your account, and so end the agreement, at any time by letting us know. You can do this through the Revolut app, by writing to us at Revolut Limited, our parent company or by emailing us at feedback@revolut.com.

You will still have to pay any charges you've run up (for example, if you've asked for an extra Revolut Card). We may also charge you any cancellation fees that apply to other agreements you've entered into with us (for example, if you cancel your Premium subscription).

When you tell us you want to close your account we will give you the opportunity to withdraw the money we hold for you (we call this redemption). If you want us to send you money in a different currency than the currency we're holding for you, we will convert the currency using the rate that applies at the time, and take our usual fee, before sending the money to you.

#### **Canceling your Revolut Card**

If you change your mind and don't want a Revolut Card any more, that's not a problem. Just let us know and we'll cancel it.

# 6. What happens after my account is closed?

We'll hold back enough money to cover any payments that you approved before your account was closed. You'll also still owe us any money that you owed us while your account was open.

# How do I get access to my money after my account has closed?

For ten years after your account has closed or your Revolut Card has expired you'll be able to contact customer services (at feedback@revolut.com) and ask them to send you the money we still hold for you. Once your account is closed you can only withdraw your money in the currency of the country you live in

# **KEEPING MY ACCOUNT SAFE**

# 7. How is my money protected?

You will use our services with an understanding of the following contents:

- Our services are Class 2 Funds Transfer Services under the Payment Services Act of Japan and differ from foreign exchange transactions performed by banks, etc.;
- Our services do not constitute the acceptance of deposits, savings or fixed time deposits by the Company;
- Our services are not subject to the payment of insurance prescribed in Article 53 of the Deposit Insurance Act or Article 55 of the Agricultural and Fishery Cooperation Savings Insurance Act;
- The Company is taking measures to protect the full amount of funds remitted by the users based on the Payment Services Act of Japan through the deposit of a performance bond with the Tokyo Legal Affairs Bureau.
- A system of security deposits for providing funds transfer services is established under the Payment Services Act to protect the users, and the users can receive refunds under this system should the applicable circumstances arise. The Company has concluded a guarantee contract of security deposit of providing Funds Transfer Services with below party; Rakuten Bank Limited Rakuten Crimson House 1-14-1, Tamagawa, Setagaya-ku, Tokyo, Japan 158-0094.
- In principal, the users entitled to receive a refund pursuant to the provisions of the preceding item shall be remitters. However, the right to receive said refund will be transferred from the remitters to payees at the point when the payees access the Company's system and accept the remittance from the remitters.

#### 8. Keeping your security details and Revolut Card safe

We do everything we can to keep your money safe. We ask you to do the same by keeping your security details and Revolut Card safe. This means you shouldn't keep your security details near your Revolut Card, and you should disguise or protect them if you write them down or store them. Don't share your security details with anyone other than an open-banking provider or third-party provider who is acting in line with regulatory requirements. We've explained more about open-banking providers and third-party providers in section 10 of these terms and conditions. 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 close down the Revolut app when you're not using it; and
- keep your mobile phone 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 Revolut Card is lost or stolen, or if your Revolut Card or security details could be used

#### without your permission.

If you can, you should also freeze your Revolut Card using the Revolut app or by calling the automated number below. If you later realise there's not a risk to your Revolut Card's security, you can unfreeze it.

#### How you can contact us

- 1. Write to us at: REVOLUT TECHNOLOGIES JAPAN, Inc. Tri-Seven Roppongi 8F, 7-7-7 Roppongi, Minato-ku, Tokyo, Japan 106-00322.
- 2. Freeze your Revolut Card: +81 800 080 4391 (toll-free)
- 3. Tell us about a lost or stolen Revolut Card or security details:
- Send us a message through the Revolut app on someone else's device.
- Send us a message on social media.
- Email us on feedback@revolut.com or complaints.jp@revolut.com.
- Call us: From Japan: +81 800 080 4391 (toll-free)

From outside of Japan: +81 50 3196 5566.

**9. Are there any restrictions on using the Revolut app or Revolut Card?**Please act reasonably and responsibly when using the Revolut app or Revolut Card. For example, the Revolut app or Revolut Card must not be used (directly or indirectly) as follows:

- for illegal purposes (for example, committing fraud);
- in a way that we reasonably believe might harm our ability to provide our services;
- only to send money to and receive money from a credit card account;
- for any transactions to receive cash other than making a withdrawal from an ATM (cash machine);
- to control or use a Revolut account that's not yours;
- to give Revolut Cards to any other person;
- to allow anyone else to have access to or use your account or the Revolut app;
- to abuse, exploit or get around any usage restrictions set by a service provider your Revolut Card is registered with. For example, you must only use one Revolut Card for any particular service provider that offers a free subscription or trial period;
- to trade in foreign currencies for speculative purposes (that is, to take advantage of any expected rise or fall in the value of a currency) or to take

advantage of discrepancies in the foreign exchange market;

to use the Revolut app as a vehicle to "monetise" balances topped up with your credit card or prepaid card within Japan. To "monetise" means: (i) to withdraw balances topped up with a credit card or prepaid card issued in Japan from an ATM in Japan and (ii) to transfer balances topped up with a credit card or prepaid card issued in Japan to domestic bank accounts and other Revolut users in Japan.

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

# **MOVING MONEY IN AND OUT**

## 10. Adding money to my account

You can add money to your account using a debit card or credit card registered with us (we call this your stored card) or by bank transfer. Your stored card must be in your name.

If you use a stored card or a bank account that is in one currency to add money to your account in another currency, your bank or card provider may charge a fee. There is more information on adding money to your account in our FAQs.

**Never worry about the balance of your Revolut account getting too low** We know that it's important to be able to make payments from your account whenever you want. You can authorise us to add money to your account from your stored card whenever the value of money in your account drops below a certain amount. We call this an auto-add. You can cancel an auto-add at any time through the Revolut app or by contacting your card provider.

#### **Payment limits**

Sometimes we might limit how much you can receive into or pay from your account, or how much you can withdraw or spend using your Revolut Card. We might also limit the value of currency exchange you can carry out at any one time or over a period of time. These limits can change from time to time. Information about these limits is set out in our FAQs.

**Please note:** Payments to / from Revolut users registered in Japan are capped at one million yen (or at an equivalent value in other currencies) per transaction due to local regulations.

#### Keep your currency consistent

It's important that any payment to your account is made in the currency of your account. Otherwise, the payment will be converted to the currency of your account. This means that your account might be credited with more or less than you expected. We won't be responsible for any losses if this happens.

#### Managing balance in your Revolut account

Local laws and regulations require Revolut to ensure that balances in Revolut accounts be used for making payments, Instant Transfers, sending money to bank accounts or withdrawal of cash. In other words, we are to ensure that a balance is not kept untouched in a customer's Revolut account for an extended period of time. For that reason, you are responsible for using and managing funds in your balance.

As part of our business, we also monitor the number of activities of and use of balances in Revolut accounts (including those stored in foreign currencies). Should we have reasons to believe that there is very low likelihood that you will be using your balance in your Revolut account for the above purposes for an extended period of time, our customer support team may reach out to you to inquire about your immediate and future use of such funds.

If you do not intend to use any or all of the funds in your balance for the above purposes, we may request to refund some or all of the funds in the balance back to their original funding sources. For example, if funds were initially added to your Revolut account from your debit, credit or prepaid cards, we will request to refund the amount to the relevant card. Should Revolut ask you to refund the funds through a bank transfer, we will also ask for your cooperation in doing so. Before funds can be refunded back to their original funding sources, should any foreign currencies be converted to Japanese yen, such conversion will be completed using the exchange rate at the time of the refund. You will be responsible for any applicable fees for bank transfers, currency conversions or any other relevant actions you or we take to refund the funds out of the balance of your Revolut account. We will not be responsible to pay such fees on behalf of you or any other Revolut account holders.

#### 11. Transferring money between Revolut accounts

You can send money to, and receive money from, other Revolut accounts. We call these sorts of payments Instant Transfers. All Instant Transfers are received immediately.

You can make an Instant Transfer to another Revolut user's account by choosing them from the contacts list in the Revolut app, by using their username, or by using any other method we provide to identify them, and following the prompts.

#### Making purchases using Pay with Revolut

You can also make an Instant Transfer to a business which uses "Pay with Revolut". This can happen by you instructing us to make an Instant Transfer for a set amount from your Revolut Account to a business, either instantly or at a set date or dates in the future (for example, instead of paying by card in a checkout). We call these payments "**Customer Initiated Payments**". Customer Initiated Payments must be for a set amount. The set amount will be a one-off payment. You can turn off recurring Customer Initiated Payments to a business at any time (but you'll need to turn it off at least three or four days before its due date if you want to cancel it). You will be asked to confirm and authenticate the amount of a Customer Initiated Payment, and any recurrence of it, in the checkout or signup flow. The business will only ever be paid the amount you confirm and the business cannot collect any other payments without your permission.

#### Protection when using Pay With Revolut

Pay with Revolut is a service we offer businesses to allow you to pay them directly from your Revolut account, without any frustrating card details. However, we want Pay with Revolut to work for you as well as for businesses. So we have created a Buyer Protection Policy which applies when you make an eligible purchase using Pay with Revolut.

#### 12. Making other types of payments

It's easy to send money to your or someone else's bank account. You can make a one-off payment or set up a recurring payment. Just enter the bank code and account number (or, for international payments, the BIC and IBAN) of the account you're sending money to in the Revolut app and follow the prompts. We may need to ask for other information as well.

#### Using your Revolut Card

You can also make payments or withdraw cash using your Revolut Card. When you use your Revolut Card to make a withdrawal from an ATM or make a payment (for example, in a shop or restaurant), we will consider the payment to be authorised by you unless:

- you let us know that the money has been stolen from your account; or
- you don't think we've carried out your instructions correctly.

Sometimes we might charge you a fee for making withdrawals.

# We are not responsible for losses where payments are returned in a different currency

Sometimes, money you've asked us to transfer to someone is not paid into their account and is returned to us. If we had to carry out a currency exchange when we sent the payment, and can show that we did everything right, when we return the money to you we'll convert it back to the original currency. This means that the amount you receive back into your account might be less than the payment you made (or it could be more!). We would not be responsible for any losses that this causes you.

# TAKE CARE ENTERING THE DETAILS OF THE PERSON YOU WANT TO PAY

When you enter the details of the person you want to pay, make sure the details are correct. If they're not, your payment might be delayed or you might lose your money if it's sent to the wrong account.

Make sure you know the person you are making a payment to. If someone approaches you and asks you to make a payment to them, but you are not sure who they are or what the payment is for, you may be a victim of a scam.

If the person you want to pay does not receive the money, we won't be responsible if we processed the payment correctly but you gave us the wrong details. If you ask us to, we'll be happy to try to get your money back, but this might not be easier in some countries than in others.

If you contact our customer support team through the Revolut app we can give you information to help you try to recover the money, including details of the person who did receive the money (if we have those details).

# 13. What happens if a payment was sent to the wrong account, wasn't sent at all or was delayed?

We'll always try to process your payments correctly and on time, but sometimes things go wrong and a payment might be delayed or not received by the person you wanted to pay.

If something has gone wrong and:

- the person paying you;
- the bank account you wanted to make the payment into;or
- the retailer you were paying;

is in the EEA, let us know through the Revolut app. You need to let us know as soon as possible, and no later than 13 months after the amount was taken from your account.

If the money is not received into the account you sent it to, we'll refund the payment back into your account. If you've had to pay any charges or interest as a result of our mistake, we'll refund those too.

If we received a payment on your behalf, but the money was not paid into your account on time, we'll immediately credit your account with the amount of the payment.

These rules don't apply to currency exchanges.

# 14. Send and receive money using a payment link

You can send money to a friend who doesn't have a Revolut account by setting up a 'payment link'. You can do this by going into the Revolut app, entering the amount you want to send, clicking on 'create payment link', and sending the link to your friend. You can also create a payment link to receive payments and send that link to your friend.

Once you've sent the link to your friend, they can complete the payment link by entering the details that are needed for them to send money to your account or receive money from it.

- If you are receiving less than £250 (or the equivalent in a different currency), your friend will need to enter their debit or credit card details into the link within 24 hours. The payment will then be made from their card.
- If you are sending less than £250 (or the equivalent in a different currency), your friend will need to enter their bank account details into the link within 24 hours. The payment will then be made to their bank account.
- If you are sending or receiving more than £250 (or the equivalent in a different currency), your friend will be asked to join Revolut in order to complete the transaction.

Sometimes, even if the payment amount is less than £250 (or the equivalent in a different currency), your friend who receives the payment link may need to open a Revolut account before they can receive a payment. If they don't open a Revolut account on time, we won't be able to make the payment to them or from them.

#### 15. What exchange rate do you use?

If you tell us to make a currency exchange, or we need to convert the currency of a payment into or out of your account or a cash withdrawal made using your Revolut Card, we'll use an exchange rate based on our market rate, which is based on foreign-exchange markets. We add a percentage mark-up if:

- the currency isn't always easily available (for example, Thai baht); or
- you tell us to make a conversion outside foreign-exchange-market hours.

A conversion will be outside foreign-exchange-market hours if it's between midnight on a Friday and midnight on a Sunday (UK time).You can see our current exchange rates in the Revolut app. Once we've converted the currency, your transaction history in the app will show the exchange rate we used. We use the rate that applies at the time we carry out the conversion. We're not responsible if:

- you lose any money as a result of converting currency; or
- you're charged any fees or lose any money because you're using your Revolut Card in another country and you ask the retailer (or the retailer's bank) to make the conversion. (For example, imagine you're a Japanese customer traveling to UK. When you pay your bill at a restaurant you agree to pay in yen rather than

pound sterling. This means you've asked for the retailer's bank to convert the currency. We can't be responsible if that bank gives you a worse exchange rate or charges you fees).

**16. Can I cancel a payment or currency exchange?**You can cancel a payment (including a recurring payment or a SEPA direct debit) at any time up to the end of the business day before the payment is due to be paid from your account. You can't cancel a payment on the same day it's due to be paid from your account. This means that you cannot cancel transfers between Revolut accounts. You also can't cancel a currency exchange once we've received your request to carry it out.

#### It's easy to cancel a bank transfer

You can cancel a bank transfer through the Revolut app.

## 17. How long does it take to make a payment?

We understand that when you make a payment, one of the most important things is that the person the payment is for receives it on time. When their bank will receive the money depends on what time you tell us to make the payment, and the currency you want us to make it in.

The below explains when we'll make the payments.

- **Instant Transfer to a Revolut account:** We will receive your payment instruction immediately regardless of when payment instruction is provided.
- Payment to someone else's bank account:
- 1. If a payment instruction is made before 1pm on a business day, we will receive your payment instruction **immediately**.
- 2. If a payment instruction is made after 1pm on a business day, we will receive your payment instruction **the next business day**.
- 3. If a payment instruction is made on a day that is not a business day, we will receive your payment instruction **the next business day**.
- **Payment link transfer to a bank account:** We will receive your payment instruction **when the person you want to pay enters the relevant bank details** (as long as this is within 24 hours of you sending them the payment link).
- Payment to a bank account at a future date (such as a recurring payment): We will receive your payment instruction the same business day (if the payment is due to come out of your account on a business day) or the next business day (if the payment is due to come out of your account on a non-

business day).

#### The below sets out when we'll make payments in different currencies

- If the currency of the payment is either € or £: Once we've taken the payment from your account, it will reach the account of the person you are paying the next business day.
- If the currency of the payment is other than € or £ and the payment is to a bank account in the EEA (not the UK): Once we've taken the payment from your account, the payment will reach the account up to four working days after that date.
- If the currency of the payment is other than € or £ and the payment is to a bank account outside of the EEA: As soon as we can get the payment there. How long it takes would depend on where the bank of the person you want to pay is. Please contact us through the Revolut app and we'll do what we can to help you.

If you tell us to make a currency exchange you will receive the converted money immediately.

#### 18. When we will refuse or delay a payment

We must refuse to make a payment, or delay a payment, in the following circumstances:

- if legal or regulatory requirements prevent us from making the payment or mean that we need to carry out further checks;
- if you have broken these terms and conditions in a way that we reasonably believe justifies us refusing or delaying your payment;
- if we believe that processing your instruction would break these terms and conditions or that your instruction doesn't contain all the information we need to make the payment properly;
- if the amount is over, or would take you over, any limit that applies to your account. We've set out the limits in our FAQs;
- if there is not enough money available in your account to make the payment and cover any charge;
- if a bankruptcy order is made against you or you've entered into an individual voluntary arrangement with your creditors;
- if, even after doing everything reasonably possible, we won't be able to make the payment on time;

- if a third party prevents us from making the payment (for example, if Mastercard or Visa do not allow a payment or cash withdrawal using your Revolut Card);
- if you owe us money or we intend to exercise our right of set-off (as explained below);
- if we have asked you for important information we reasonably need and you have not given us that information; or
- if we have suspended your account.

We may also refuse to issue a new Revolut Card if you do not have enough money in your account to pay us to issue or deliver the card.

WHEN WE REFUSE TO MAKE A PAYMENT, WE'LL ALWAYS TRY TO LET YOU KNOW If we can, we'll use the Revolut app to tell you that we have refused to make a payment. If you'd like to find out why we refused the payment, and what you can do to solve any problem, please contact us through the app. We won't be responsible for any losses you suffer as a result of us refusing or delaying a payment.

# 19. Third-party fees for making or receiving payments

We don't charge any fees for making or receiving payments. However, other banks are involved, such as the bank of the person you are paying or certain correspondent or intermediary banks (banks that help transfer the money between other banks) might sometimes take their fees from the payment you're sending or receiving. This could mean that you or the person you are paying receives less than expected. For example, you could only receive £90 from someone who has sent you £100 because the other person's bank has charged a £10 fee. This might happen if:

- the bank of the person you are sending a payment to or receiving a payment from is within the EEA, and the payment is in a currency that is not the currency of an EEA member state; or
- you make a payment to or receive a payment from someone whose bank is outside the EEA.

To be clear, we won't charge you any fees ourselves for making or receiving payments. We will always give you the full amount we receive from another bank. Likewise, we will always send the full amount that you ask us to send, but we can't guarantee that the full amount will be paid into the other person's account without a fee being taken by another bank.

# WHAT HAPPENS IF SOMETHING GOES WRONG

#### 20. What happens if someone steals from my account?

Let us know as soon as possible through the Revolut app (and no later than within 13 months from the date the money was taken from your account). We'll pay the money back into your account if any of the following apply:

- you couldn't have known that your security details or Revolut Card were at risk of being misused;
- the payment happened because someone we're responsible for made a mistake;
- the payment was taken after you told us that someone knew your security details or your Revolut Card was lost or stolen, or we didn't give you a way to tell us about this;
- the law required us to make you follow certain prompts when you instructed us to make the payment and we didn't do this; or
- you made a payment to pay for certain goods or services you bought online or through some other method that is not face-to-face (there are some types of contracts this might not apply to, such as contracts for rental accommodation, but we can give you more information about this when you let us know about the problem).

We'll also pay back any charges you had to pay as a result of the payment being taken from your account if we decide to pay the money back into your account as above.

We won't refund any money if you've acted fraudulently, or you intentionally or carelessly failed to keep your security details or Revolut Card safe (unless you told us about this before the payment was taken from your account). For example, we wouldn't make a refund if you gave someone your Revolut Card PIN and they made a payment using your card without you knowing about it.

In the event that an unauthorized transaction has occurred or is likely to occur, we will promptly disclose all necessary information when we deem it necessary to prevent the spread of damage (secondary damage), when we deem it useful to avoid the occurrence of similar cases, or when we deem that the amount of damage or number of cases will have a significant social impact, based on the nature of the unauthorized transaction.

# 21. When we might block your account or Revolut Card

The safety of your money is important to us. We might prevent you from making payments from your account or with your Revolut Card if we're reasonably

concerned about its security or that it might be used fraudulently or without your permission.

We might also have to block your account or Revolut Card to meet our legal obligations.

We'll tell you through the Revolut app before, or as soon as possible after, we block your Revolut app or Card. We'll also let you know why we've done it (unless it would reduce your or our security or it would be unlawful).

## 22. When could you suspend or close my account?

We may close or suspend your account immediately, and end your access to our website, in exceptional circumstances. Exceptional circumstances include the following:

- if we have good reason to suspect that you are behaving fraudulently;
- if we have good reason to suspect that you provide profit for Antisocial Forces;
- if you haven't given us (or someone acting on our behalf) any information we need, or we have good reason to believe that information you have provided is incorrect or not true;
- if you've broken these terms and conditions 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 good reason to believe that your use of the Revolut app is harmful to us or our software, systems or hardware;
- if we have good reason to believe that you continuing to use your account could damage our reputation or goodwill;
- if we have asked you to repay money you owe us and you have not done so within a reasonable period of time; if you've been declared bankrupt; or
- if we have to do so under any law, regulation, court order or ombudsman's instructions.

We may also decide to close or suspend your account for other reasons. We would contact you through the Revolut app at least two months before we do this.Closing your account and ending the agreement may also end any other agreements you have with us or through us. You can get more information through the Revolut app or by contacting us.

#### 23. We can change these terms

We'll only change these terms and conditions for the following reasons:

• if we think it will make them 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 terms and conditions.

## Telling you about changes

If we determine that a change to the terms and conditions is required, we'll notify you of such change through the Revolut app, email or other appropriate means and will also provide you with the specific change to be made and the date such change will become effective. When we notify you in advance of the change to be made to the terms and conditions, we'll use our reasonable discretion in determining the effective date of such change, taking into consideration the impact such change might have on our customers. If you disagree with any of the changes we make, you can notify us before the effective date of the change to close your account. Otherwise, we'll assume that you're happy with the change.

# 24. Your refund rights for Revolut Card payments

#### **Revolut Card payments**

You can ask us to refund an amount taken from your account if all of the following apply:

- you agreed that a payment could be taken, but didn't agree the actual amount of the payment;
- the amount taken is more than you reasonably expected in all the circumstances (including your spending pattern);
- the person you paid is in the EEA;
- you didn't authorise the payment directly with us;
- we and the person you paid did not give you any information about the payment during the four weeks before it was taken; and
- you ask us for the refund within eight weeks of the payment being taken from your account.

For example, you could get a refund if you gave a hotel permission to charge your Revolut Card for anything you take from the minibar, but the hotel has charged you more money than you could reasonably have expected at the time you gave them permission to do this. We may ask you for more information to investigate the matter. We'll provide a refund, or tell you why we couldn't provide one, within 10 business days from the date you give us the information we ask for.

## **Reversing refunds**

If we give you a refund and then find that you weren't entitled to it, you will have to pay us back.

# 25. Are you responsible if something goes wrong with my account, my Revolut Card 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 sometimes disrupt our services. We'll always try to do our best to solve any problems with our services, no matter what the cause.

If you have a Revolut Card, we will let you know about any changes to our system that will affect your ability to use the card.

We will not be responsible for losses resulting from us failing to meet our obligations for payments into and out of your account because:

- of a legal or regulatory requirement; or
- unforeseeable events outside our control, which were unavoidable at the time.

If you can't use your Revolut Card for any reason we will only be responsible to you for replacing the card.

# We will only be responsible for foreseeable losses

If we break the agreement, we will only be responsible for any loss that we could have foreseen at the time we entered into the agreement.

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

# 26. How you might owe us money

You cannot borrow money on your account (for example, make payments of more than the value of the money in it). If your balance becomes negative (for example, because you do not have enough e-money to cover fees you owe us), you must top up your account immediately.

If you owe us money, we can take the amount you owe us from any amount we are due to pay to you. We call this our right of set-off.

# Paying fees or other amounts you owe us (other than third-party fees for making or receiving payments)

If you owe us fees (other than third-party fees for making or receiving a payment)

or any other amount, we'll take the amount you owe us from your account, in the currency of the country you live in (your base currency).

If not enough money in your account is held in your base currency, we'll take the equivalent value from money you hold in another currency. If you don't have enough money in your account to pay the fees or other amounts you owe us, we might recover the amount in another way, as explained below.

You may be responsible for paying taxes or costs that apply to payments you make or receive through your account and that we are not responsible for collecting from you. Sometimes, for example if you're a legal resident of the Republic of Ireland or you withdraw money through an ATM in the Republic of Ireland, we may collect the appropriate amount of stamp duty up to the legal maximum as required by the Irish Revenue Commissioners. So please make sure you check for yourself! If you owe us money and you don't top up your account or repay us within seven days, we can recover the amount by:

- taking the amount you owe us from your stored card;
- exercising our right of set-off; or
- taking other legal steps to recover the money you owe us, such as instructing lawyers or debt collectors.

If we take any (or all) of these steps, we might charge you our reasonable costs.

# 27. When you might be responsible for our losses You may be responsible to us for certain losses

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

- you will be responsible for any losses we suffer as a result of your action (we will try to keep the losses to a minimum);
- if your actions result in us losing profits, you may also be responsible for those losses. You won't be responsible if this would mean that we are compensated twice for the same loss; and
- you will also be responsible for any reasonable legal costs that arise as a result of our losses.

#### 28. 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.

Click here for more information about our complaints handling procedure.

#### How to make a complaint

If you have a complaint, the best way is to contact us is via the in-app chat. Please make it clear that you are making a complaint when you get in touch. By doing this, you will help us to make sure your problem goes through the right process, and that the issue is resolved as quickly as possible. You can also:

- Submit a form
- Email us at complaints.jp@revolut.com
- File a complaint with an Alternative Dispute Resolution (ADR) agency. Contact information is available here

Once we have received your complaint, we will acknowledge this via email. We will then investigate all the details of your complaint, and issue our response within a couple of days, but this can take up to 7 days. If you are not happy with our resolution, you can refer your complaint to an ADR agency.

# LEGAL BITS AND PIECES

## 29. 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 the Privacy Policy of REVOLUT TECHNOLOGIES JAPAN, Inc. In addition, you can see the Privacy Policy of our parent company, Revolut Limited. 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 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.

# 30. Our intellectual property

We own all the intellectual property in our products (for example, the content in our app and on our website, our logo and card designs). You must not use our 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).

#### 31. Some legal bits and pieces

#### 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.

#### Our right to transfer

We will only transfer any of your and our rights or obligations under the agreement if we reasonably think that this won't have a significant negative effect on your rights under these terms and conditions or we need to do so to keep to any legal or regulatory requirement.

#### Japanese law applies

The laws of Japan apply to these terms and conditions.

#### The Japanese version of the agreement applies

If these terms and conditions are translated into another language, the translation is for reference only and the Japanese version will apply.

#### 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

If you want to take legal action against us in the courts, the Tokyo District Court has exclusive jurisdiction for the first instance to deal with any matter relating to these terms and conditions