

Contents

- PERSONAL TERMS AND CONDITIONS.....2
- 1. These Terms and Conditions.....2
- 2. Glossary.....2
- 3. Who we are3
- 4. Opening a Revsto Personal Account.....4
- 5. Using your Personal Account4
- 6. Protecting your Account5
- 7. Use of third-party providers5
- 8. How we protect your account balance.....6
- 9. How to get information about your Revsto Account.....6
- 10. Receiving money in your Revsto Account.....7
- 11. Sending money from your Revsto Account.....7
- 12. Exchange rates7
- 13. Fees8
- 14. Cancelling a payment8
- 15. How long will the payment take?.....8
- 16. If a payment was sent to the wrong account, wasn't sent at all or was delayed.....9
- 17. Delay or refusal of a payment9
- 18. Refunds to your Account10
- 19. If someone steals money from your account.....10
- 20. Closing your Revsto Account.....11
- 21. Our right to suspend or close your Personal Account.....11
- 22. Confidentiality13
- 23. General information13
- 24. Making a complaint14
- 25. Restrictions on using the Revsto services.....15
- 26. Changing these terms and conditions.....15
- 27. Limitation of liability.....16
- 28. Intellectual property rights.....16
- 29. Contact Us.....16

PERSONAL TERMS AND CONDITIONS

1. These Terms and Conditions

This agreement sets out the Terms and Conditions for Revsto Personal Accounts and the related provision of services. It is a contract that is entered into between Sureswipe E.M.I PLC ("Revsto") and you (the "Client" or "User"). It applies to Revsto personal accounts which are offered in the EU/EEA Countries.

The Agreement terms and conditions are valid and bound by both parties throughout the duration of the business service relation, from date of the account opening with Revsto until account closure.

Please read this agreement carefully before you start using our services. The Agreement and the relevant documents tell you who we are, how we provide the services to you, how this agreement can be changed or terminated, what to do if there is a problem and other important information.

If you do not accept these terms and conditions, you must refrain from opening a Revsto account or using Revsto website and services.

For any further assistance, please contact us at customersupport@revsto.com.

We will communicate with you in English language, which is the language agreed with you when opening your account. By accepting this agreement, you agree that we may provide notices or other information to you from time to time to your registered email address or contact you using other contact details you have provided. Notices sent by email shall be deemed to have been received three days after the date of remittance of email.

2. Glossary

Account or e-wallet: is the account you have opened with us which you will be using in accordance with the terms and conditions of this agreement.

Agreement: are the terms and conditions included in this agreement.

Available balance: the amount of e-money held in your Revsto e-wallet that is free to use.

Business Day: means Monday to Friday from 9:00 – 17:00, excluding bank and public holidays in Cyprus.

Client: is a person with whom Sureswipe has entered into an agreement to provide services.

Client Account: a segregated bank account to protect client funds which keeps clients' funds completely separate from the Company's operational funds.

Customer Due Diligence: is the process that we use to identify, verify our customers and monitoring their accounts according to our anti-money laundering obligations.

EEA or European Economic Area: are the European Union (EU) member states as well as Iceland, Norway and Lichtenstein.

E-money or Electronic Money: means monetary value stored in electronic form, including magnetically form in your Revsto e-wallet.

IBAN: means an International Bank Account Number issued by our bank service provider that is allocated to your Account which you can use when making or receiving payments directly to your Account.

Safeguarding: obligation to identify and keep client funds segregated and protected from all other funds that the Company may receive for the purpose of the provision of a payment service.

SEPA: is the Single Euro Payments Area payment system that enables cross-border transfers in EURO within the EEA.

Services: are all products, services, features and functions offered by us and all related websites or applications.

Terms and conditions: see Agreement.

Third party: any other natural or legal person other than the parties under this agreement.

Transaction: is an action by you which results to money entering or leaving your account.

Transfer: is a transfer of e-money from one account to another.

User: is a natural person over 18 years old which is using Revsto services.

Website: means www.revsto.com.

Writing: means in written form including email.

3. Who we are

We are an Electronic Money Institution (EMI) with license number 115.1.3.26 authorized to provide our Services under the supervision of the Central Bank of Cyprus (hereinafter called the "CBC"). The Company's main business is the issuance, distribution, redemption of e-money and the provision of services closely related to the issuance of electronic money.

Revsto is the trade name of Sureswipe E.M.I PLC (the "Company", "We"), a public limited liability company established in Cyprus with registration number HE375602 and registered address 18 Kyriakou Matsi, 1st Floor, Nicosia 1082, Cyprus with business address 62 Athalassas Ave, Office 102, Strovolos 2023, Nicosia, Cyprus

We operate and provide services on business days of the Republic of Cyprus.

4. Opening a Revsto Personal Account

You can open a Revsto Personal Account if you are 18 or over and a resident in the EU/EEA and the accounts is to be used for personal use only and not for business purposes. If you want to use and account for business purposes, you will need to apply for a Revsto Business Account.

By accepting these terms and conditions you confirm that:

- you have read and understood these terms and conditions including our privacy policy;
- you have provided a valid active email address which is assigned to you;
- you have provided a mobile phone number to which you are the legitimate holder;
- you will provide correct and accurate information required during the onboarding process for account opening in accordance regulatory obligations on Customer Due Diligence.

It is important to keep your details up to date and let us know immediately if any information you have given us has changed. This is necessary to avoid possible disruption to your account services. We may also need to ask you for more information and supporting documentation after your account is opened to be able to continue providing services to you.

If you want to know more information about how we use your personal data, please see our [Privacy Policy](#).

5. Using your Personal Account

Your Revsto Personal Account is a payment account that holds e-money. E-money is an electronic alternative to cash. Revsto offers e-wallets in Euro currency.

With your Account you will be able to:

- send and receive money via a dedicated IBAN for your personal needs;
- send and receive money from other Revsto accounts;
- make payments;
- view information on your transaction activity and manage your account.

You should never allow anyone else to operate your Revsto account on your behalf. All activities carried out in your account is deemed as activities carried out by you.

You can only open one Revsto Account.

If we add new features or services, we will notify you in the email address you have given us when you opened the account.

You can maintain balances in your Revsto account however you will not receive any interest on the money in your account. Revsto e-wallet is an electronic money account

and is not a bank or deposit account. Electronic money accounts are not allowed by the European Law to receive any paying interest. Electronic money is not a deposit or investment under the Cyprus Law and is therefore not protected by any deposit guarantee scheme or the investor compensation fund scheme that is provided for in Cyprus.

Every transaction executed, will appear in your transaction history together with all applicable fees and charges.

6. Protecting your Account

You must take appropriate steps to protect your account from being misused. You must take reasonable steps to secure your devices, items, IDs, passwords required to access your Revsto account.

In some cases, we may ask you to authenticate an instruction related to your account. This is necessary to ensure that it's you giving us the instruction. This could include your email and password in order to successfully log into your account to provide us with your instruction.

If your security credentials are stolen, lost, used without authorization or compromised, you should immediately contact customersupport@revsto.com and change your password without delay.

We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your accessing of this website or any other website. You must take your own precautions to ensure that you are not exposed to the risk of viruses or other form of interference which may damage your own computer system.

7. Use of third-party providers

You can grant, remove and manage permissions for some third parties e.g. for Open Banking, to act on your behalf to perform the following:

- Access your Revsto account information in order to provide account information services to you.
- Access your Revsto account to provide payment initiation services on your behalf.
- In the case of a card-based payment instruction, to confirm that the amount is available in your Revsto account.

Granting permission to any third party to access your account does not reduce your responsibilities under these Terms and Conditions. You remain fully responsible for the actions of the third parties you have granted permission. We are not responsible for any liability arising from the actions of such third parties, subject to your mandatory legal rights.

You should not allow other people use your Revsto Account, share your security credentials with anyone else other than a regulated third-party that you want to authorize to provide services to you.

We may deny access to your account to any third party when we believe that there is a risk of fraud or other criminal activity. We may also deny such an access in order to comply with anti-money laundering regulations. In this case, we will provide you with the reasons for refusing access unless this is restricted by law or for internal security reasons.

8. How we protect your account balance

When we receive money from you, we issue the equivalent value of e-money and we place it in your Account. The equivalent money received from you are deposited into a pooled safeguarding Client Account with a bank in the European Union, separated from the Company's own money. This means that, in case of insolvency, your e-money will not be used against payment of the company's liabilities.

We're required to keep your money safe and protected in accordance with the Electronic Money Regulations which are designed to ensure the safety of funds held in electronic money accounts like your Revsto Account.

Unlike banks, we do not lend out customer money and your account has no interest bearing. Instead of protecting your money in a deposit guarantee scheme which does not apply to our services, we safeguard your money.

Safeguarding means that, by law, we must keep all your money in accounts that are completely separate from the ones we use to run our business. These funds are called 'safeguarded funds'.

9. How to get information about your Revsto Account

You can check all payments into and out of your payment account in the transaction history. You can view and download your Revsto account statement by logging into your Revsto account which will be available at the end of each month. All your transactions will appear in the 'My Transactions' section. Each transaction has been assigned an 'ID number' which you can use when you communicate with us.

The account information is available for 5 years after you close your account with us. You can also download the information you need at any time and keep a copy of that information.

You need to check your Revsto account regularly and let us know immediately if you see a transaction that was not authorized by you or a payment that you think it might be made incorrectly. You can do this no later than 13 months from the date of the transaction otherwise, you are not entitled to any correction of errors or refund of funds.

The balance in your account should always be positive or zero. If your Revsto account goes negative as a result of a reversal of a transaction, deduction of fees or any other action, you promise to repay the negative balance immediately without any notice from us. In case you fail to do so, we may use a debt collection service or take legal actions. We will charge you for any costs we may incur as a result of additional efforts with regards to the collection of the amount you owe to us.

10. Receiving money in your Revsto Account

You can receive money into your Revsto account. When someone sends you money, the transaction will appear in the 'My transactions' section found under 'My accounts' and will be added to your balance by the end of the business day on which the funds were received.

The money you receive may be subject to reversal. You agree that, if the person who send you the money or the relevant service provider reverses the amount, we will deduct the amount from your Revsto account.

11. Sending money from your Revsto Account

You can transfer money out of your account by transferring it either to another bank account in the section 'New transaction' which is located under 'Transactions' and follow the instructions. You need to have enough available funds in your account to cover the amount of any payment or transaction you make plus any additional fees.

When you give us instructions to transfer any amount from your Revsto balance, you agree that you authorize us to transfer the electronic money to the account you have specified.

Once you submit a payment order, we consider that you have given us consent and authorized us to execute the transaction.

You can also send money to other Revsto accounts instantly in the section 'New transaction' which is under 'Transactions'. The other person will receive the payment immediately.

When making a transfer, make sure that the details of the person you want to pay are correct. If they are not, the payment may be delayed, or you may lose your money if you send it to the wrong account.

You can save any beneficiary bank details to your application for future payment instructions.

We are not responsible for money sent to the wrong recipient as a result of incorrect information provided by you. If you have provided incorrect information to us, you may ask us to assist you in recovering the money, but we cannot guarantee you that these efforts will be successful.

12. Exchange rates

When you want to make a payment in another currency other than euro, we will let you know about the applicable exchange rate. The exchange rate offered for a payment, is only valid for the specific transaction at the time the payment is processed.

Where a currency conversion is offered at the point of sale by the merchant, not by Revsto, and you choose to authorise the payment transaction on the basis of the merchant's exchange rate and charges, we have no liability to you for that currency conversion.

13. Fees

We charge fees for our services as stated in the Pricing section. Quoted fees include all applicable taxes. We may deduct our fees from your Revsto account balance or deduct our transaction related fees from the amounts we transfer before those funds are credited to your Revsto account.

If a transaction or payment requires you to pay a fee to us, we will disclose that fee to you at the time of the payment instruction.

You can find the details of the transactions and our fees charged in Account section under Transactions. We will not process your transaction until we have received the fees from you.

We may make a charge for additional services we provide outside these terms and conditions. We will notify you if there are fees applicable when you ask for the specific service

We are not responsible for the fees associated with a bank or another payment service provider to process payments from you to us. Any fees charged by third parties will be deducted by us before crediting the remaining balance to you.

14. Cancelling a payment

You can cancel a payment any time before final execution. After execution, you cannot cancel any payments since we do not have any control over the funds sent. You also can't cancel payments between Revsto Clients.

You cannot cancel a payment order in foreign currency when the funds have been converted to that currency.

15. How long will the payment take?

- **Instant Transfers within Revsto:**

Payment transactions between Revsto users are executed instantly, ensuring that funds are readily available at the time of transfer.

- **SEPA Transfers to Non-Revsto Users:**

For transactions to recipients outside the Revsto network, such as non-Revsto users, SEPA transfers are initiated. Upon receiving complete payment instructions, funds will be debited from your account within the same business day. However, if the instruction is given or the recipient's scheduled payment day falls on a non-business day, the transfer will be processed on the next business day.

- **SEPA SCT (Single Euro Payments Area Credit Transfer) & SEPA INSTANT (TIPS - Target Instant Payment Settlement) Cutoff Time:**

To ensure timely processing, please note that the cutoff time for SEPA SCT transactions is 14:00. Payments instructed after this time will be executed on the

following business day. However, if the payment is eligible for SEPA INSTANT, which supports instant processing, transactions are facilitated on a 24/7 basis.

Please be aware that in cases where transactions undergo additional review by our Compliance team, processing times may be extended.

16. If a payment was sent to the wrong account, wasn't sent at all or was delayed

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

If a person has not received the money you have sent, we will not be responsible if we have processed the payment correctly, but you gave us the wrong details.

If the payment was not received or delayed and the payer is in the EEA, let us know by sending us an email to customersupport@revsto.com no later than 13 months after the amount was taken from your account.

If the money was not received into the account, and the reason was our mistake, then we will refund the payment back into your account including any charges paid as a result of our mistake. If possible, we will restore your account to the state in which it would have been if the transaction did not take place.

17. Delay or refusal of a payment

We may refuse to make any type of payment in the following circumstances:

- if there is not enough money available in your account to make the payment and cover any charge;
- if the amount is over, or would take you over, any limit that applies to your account;
- if you have broken these terms and conditions in a way that we reasonably believe justifies us refusing your payment or that your instruction doesn't contain all the information we need to make the payment;
- If we have a legal or regulatory obligation that prevents us from making the payment or if we are required to perform further checks;
- If a third-party vendor prevents us from making the payment;
- If you owe us money and we need to repay the amount you owe us;
- If your account has specific restrictions;
- If you have been declared bankrupt, if a bankruptcy order was made against you or if you have entered an individual voluntary arrangement with your creditors;
- If your account is suspended.

18. Refunds to your Account

If a person has not received the money you have sent them, and this is not due to our mistake, we will try to refund the money back to your account, but this is not always possible.

If it is necessary to refund a payment you have made in another currency other than euro, we will convert the returned amount to the applicable exchange rate at the time of refund.

In the case of a refund of a payment, you agree to bear the fees charged for the processing of the initial payment.

We will not refund the payment if:

- a. The personalized security credentials, are lost, stolen or misappropriated. For unauthorized payments where we believe you should have been aware of the loss, theft or unauthorized use, you will be liable for the first 50 EUR. We will not hold you liable for the first 50 EUR if the unauthorized payment was caused either by us or a third party carrying out activities on our behalf. Your liability for the first 50 EUR also does not apply to any unauthorized transactions made after you have notified us that your Revsto e-wallet may have been compromised.
- b. if we believe you have acted fraudulently,
- c. if you do not quickly notify us for the loss, stealing or unauthorized use of your security credentials or access to your Revsto account,
- d. if the payment transaction was unauthorized but you have acted with intent or gross negligence
- e. if you don't let us know about the unauthorized or incorrectly completed transaction within thirteen (13) months from the date of the payment transaction.

For more information, please read our [Refund Policy](#).

19. If someone steals money from your account

If you have a reason to believe that someone has stolen money from your account, you need to let us know as soon as possible and no later within 13 months from the date the money was taken from your account. We will pay the money back into your account if any of the following applies:

- There was no way to know that your security credentials of Revsto app were at risk of being misused.
- The payment happened because of our mistake.
- The payment was made after you told us that someone knew your security credentials or if we didn't give you a way to tell us about this.
- When you made a payment for goods of services using a non-face-to-face method.

We will pay you back any charges you had to pay as a result of the unauthorized payment.

We will not refund any money if you have acted fraudulently or you failed to keep your security credentials safe.

20. Closing your Revsto Account

You can close your account at any time by contacting our customer support via email. Please ensure that any available balances on your wallet are withdrawn prior the closure request of your account.

The Company client representatives can assist you with the account closing process and can provide you additional information if needed by contacting them at customersupport@revsto.com.

You must not close your Revsto account to avoid an investigation. If you attempt to do that, we may hold your money until the investigation is fully completed in order to protect our interests and meet our legal obligations.

In case you close your account, you agree the following:

- a. You will not be able to avail yourself with Revsto services.
- b. We shall redeem any electronic money we hold for you and send the equivalent funds to a bank account in your name, unless agreed by both parties, less the monies which are due and owing to us.
- c. To forfeit any non-monetary benefits such as bonuses, coupons and/or vouchers (if applicable).
- d. Any pending transactions will be cancelled and any instructions for recurring payments will be withdrawn.
- e. The balance in your account, if any, will be fully withdrawn/redeemed at the time of the account closing.
- f. The terms and conditions agreement should be terminated, except to the extent and for so long as we require to deal with the closure of your account and to comply with applicable laws and regulations.
- g. The Company has the right to hold the balance in your account for a period of 180 calendar days from the day you close your account, in order to protect ourselves and any third party against any potential claims of reversals, fines, penalties and other liabilities that stem from the use of your account while it was active. After this time, you will be able to withdraw any undisputed funds we are holding.
- h. After your account is closed you will remain liable for any outstanding obligations related to your account prior to closure.

21. Our right to suspend or close your Personal Account

We may terminate our services under this agreement at any time by closing or blocking your account at our own discretion in exceptional circumstances including:

- If we have a good reason to believe that you might be acting fraudulently.
- If we believe that you have provided us with false or misleading information
- If this is required to meet our legal obligations.

- If you did not provide us with the information, we need to meet our legal obligations or if you have provided us with incorrect information.
- If we are unable to verify your identity or other information we have required.
- If you have acted in breach of these terms and conditions in a serious way or in a way that we are entitled to close your account.
- If we have a reason to believe that you use the Revsto account in a way that might be harmful to our systems.
- If we have a good reason to believe that, if we continue to offer you our services this may harm our reputation.
- If you refuse to repay money you owe us within a reasonable period.
- If you have been declared bankrupt.
- If we must do so to meet instructions from governmental authorities within their legal competencies.
- We suspect that your account has been accessed without your authorization or if we are concerned about the security of your account.
- If we have reasonable grounds to believe you are carrying out a prohibited or illegal activity.
- Your account becomes dormant:
 - The account has not been the object of any transaction (except for debiting of fees and commissions of all kinds) and you did not manifest or contact us in any form whatsoever for twelve (12) consecutive months.
 - The customer is deceased and at the end of 12 (twelve) consecutive months from the date of death none of his heirs has informed us of his wish to assert his rights on the assets and deposits registered on the accounts of the deceased.

In order for your account to no longer be identified as dormant, we must witness a manifestation on your part:

- you just need to log in to your account with your password or perform an operation on one of your accounts;
- if you are the heir of a deceased customer, simply contact us by e-mail, attaching the supporting documents relating to your status as heir (death certificate of the holder, certificate of inheritance, etc.).

We will let you know when we block your account including the reasons for this if the law allows us to do so. We will unblock your account as soon as the reasons for the account blocking do not exist.

If we hold Electronic Money for you for more than (12) consecutive months without any activity on the account, we shall use reasonable endeavours to contact you to redeem the Electronic Money and return the corresponding funds to you. If we are unable to contact you, we may redeem the Electronic Money and send the corresponding funds, less any of our costs incurred, to the last known bank account we have on file for you.

For any alert to indicating possible suspicious activity or transactions or possible fraud within the account, Revsto may hold the outstanding balance until an investigation is concluded and as instructed by a regulator or authorised body.

If we close your account due to a breach of our terms and conditions, we will contact you to request details of your bank account to return any balance remaining within your account. If you do not provide bank account details for the remaining balance to be returned, after an eight-week period the funds minus applicable charges will be returned where possible to the originator of those initial transactions.

22. Confidentiality

We undertake that we shall not at any time, disclose to any person any of your confidential information, except in the following circumstances:

- to our employees, officers, representatives, or advisers who need to know such information for the purposes of exercising our rights or carrying out our obligations under or in connection with this Agreement. We shall ensure that our employees, officers, representatives, or advisers to whom we disclose your confidential information comply with this clause; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

23. General information

For a contract to be legally enforceable, there needs to be an offer, acceptance, and consideration. This Agreement constitutes our offer to make the Services available to you and you agreeing to this Agreement constitutes your acceptance of this offer.

If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breach of this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

We shall have no liability to you under this Agreement or any Contract if we are prevented from or delayed in performing our obligations under this Agreement, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lockouts or other industrial disputes (whether involving us or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or our default of subcontractors, provided that you are notified of such an event and its expected duration.

Each of the subclauses, clauses and paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining subclauses, clauses and paragraphs will remain in full force and effect.

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between you and us or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation

or warranty, the assumption of any obligation or liability and the exercise of any right or power).

We may transfer our rights and obligations under this Agreement to another organization without your consent. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Agreement.

You may only transfer your rights or your obligations under this Agreement to another person if we agree to this in writing.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

These terms are governed by the laws of the Republic of Cyprus and you can bring legal proceedings in respect of the products in the Republic of Cyprus courts.

24. Making a complaint

If you are not happy with the provision of our services, please contact us at complaints@revsto.com. We take seriously the complaints of our customers. If we receive a complaint from you, we will try to solve it within 15 business days. If the problem cannot be solved within 15 business days, we will send you a reply stating the reasons of the delay including the date of by which we will give you the final answer. In any case, the final reply will not exceed the 35 business days.

If you are not satisfied with our final reply, you may refer to the following Alternative Dispute Resolution Bodies:

- **Financial Ombudsman of the Republic of Cyprus:**
Address: 13 Lord Byron Avenue, 1096 Nicosia
Phone: +357 22848900
Facsimile (Fax): +357 22660584, +357 22660118
Website: www.financialombudsman.gov.cy
Financial Ombudsman: fin.ombudsman@financialombudsman.gov.cy
Complaints: complaints@financialombudsman.gov.cy
- **Central Bank of Cyprus:**
Address: 80 Kennedy Avenue, 1076 Nicosia
Phone: +357 22 71 41 00
Facsimile (Fax): +357 22 71 49 59
Website: www.centralbank.cy
- **Cyprus Consumer Center for Alternative Dispute Resolution:**
Address: 16 Kyriakou Matsi, Eagle House, 8th Floor, Agioi Omologites, 1082 Nicosia
Phone: +357 22519741
Facsimile (Fax): +357 22318214
Email: secretariat@adrcyprus.com
Website: www.adrcyprus.com

25. Restrictions on using the Revsto services

Revsto must not be used, directly or indirectly, for the following restricted activities:

- Breach this user agreement, the Revsto Acceptable Use Policy, Privacy Policy or any other policies.
- Use our services for illegal purposes.
- Infringe Revsto's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.
- Provide false, inaccurate or misleading information.
- Send or receive what we reasonably believe to be potentially fraudulent or unauthorized funds.
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.
- Control an account that is linked to another account that has engaged in any of these restricted activities.
- Use your REVSTO services in a manner that REVSTO, or any other electronic funds transfer network reasonably believes to be an abuse of the network rules.
- Use of REVSTO services in a way that we reasonably believe that might harm our ability to provide our services.
- To control or use a Revsto account that's not yours.
- Give your security credentials to any other person.
- Allow anyone else to access or use your Account.
- Harass and/or threaten our employees, agents, or other users.

26. Changing these terms and conditions

We may change or update these terms and conditions from time to time for the following reasons:

- ✓ To make it easier for you to understand,
- ✓ If we change the way we are doing business with you or a change in our operations,
- ✓ To comply with changes in regulations,
- ✓ To reflect changes in the fees associated with the way we do business with you,
- ✓ When we are offering new products or services.

About Changes

If we add a new product or service that does not change the terms and conditions of your account, we may add the product or service immediately and let you know before you use it.

Otherwise, we will notify you 2 months in advance before we make the change. If you do not agree, you may send an email at customersupport@revsto.com and tell us that you do not agree with the new terms and conditions and that you want to terminate your account. This can be done before the new terms and conditions apply. If you do not reply until the date of effect, it is deemed you have accepted the new terms and conditions.

27. Limitation of liability

Where we and another entity (such as a payment services provider) are liable to you in respect of the same matter or item, you agree that our liability to you will not be increased by any limitation of liability you have agreed with that other person or because of your inability to recover from that other person beyond what our liability would have been had no such limitation been agreed and/or if that other person had paid his or its share.

Where any loss, liability, cost or expense (a "Loss") is suffered by you for which we would otherwise be jointly and severally or jointly liable with any third party or third parties, the extent to which such Loss shall be recoverable by you from us (as opposed to any third parties) shall be limited so as to be in proportion to the aggregate of our contribution to the overall fault for such Loss, as agreed between all of the relevant parties or, in the absence of agreement, as determined by a court of competent jurisdiction. For the purposes of assessing the contribution to the Loss in question of any third party for the purposes of this clause, no account shall be taken of any limit imposed or agreed on the amount of liability of such third party by any agreement (including any settlement agreement) made before or after such Loss occurred or was otherwise incurred.

Nothing in this Agreement limits or excludes our liability for death or personal injury caused by our negligence or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us or to the extent that the liability may not be excluded or limited by any applicable law.

28. Intellectual property rights

The Company, by using its services, grants you a limited, non-exclusive, non-transferable license for the use of any software application(s) you access and download from our website, but this is for your personal use only. You may not:

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For more information, you may contact us at customersupport@revsto.com