



Revix Privacy Policy

Last Revised: February 21, 2019

Welcome to our Privacy Policy. Your privacy is critically important to us.

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1. Introduction

This Privacy Policy, together with our Terms of Service, available at www.revix.com, and any other documents referred to, as issued by Revix UK Limited, located at Hatherley House 15-17 Wood Street Barnet Herts EN5 4AT, United Kingdom, and its affiliates (collectively, "Revix" or the "Company"), explains how Revix collects, uses, shares and stores the information that you provide when you visit our website, located at www.revix.com (the "Site"). Any queries relating to Revix's Privacy Policy and any reference made to an email address in the paragraphs below should be directed to support@revix.com.

Please read this Privacy Policy in its entirety before using our Services or visiting the Site.

Revix respects your privacy regarding any information we may collect while operating our Site. This Privacy Policy applies to <https://revix.com> (hereinafter, "us", "we", or "<https://revix.com>"). We respect your privacy and are committed to protecting personally identifiable information you may provide us through the Site. This Privacy Policy explains what you can expect from us and what we need from you in relation to your Personal Information. This Privacy Policy applies to any Product or Services offered by Revix.

We may amend this Privacy Policy at any time by posting the amended version on this Site and noting the last revised date of the amended version. We may announce material changes to this Privacy Policy via email. By visiting the Site you are accepting and consenting to the practices described in this Privacy Policy.

2. Definitions

As used herein, the following terms are defined as follows:

- 2.1. **"Account"** or **"Revix Account"** means the account of a Customer with Revix which is created when a Customer registers with us by completing the registration form available on the Platform and agreeing to all the Terms herein.
- 2.2. **"Account Holder"** shall mean the person and/or entity holding a Revix Account on the Platform.
- 2.3. **"Affiliates"** shall include, but not be limited to, Revix Technologies Limited (BVI), Revix International Limited (BVI), and Revix SA OpCo (Pty) Ltd (RSA).
- 2.4. **"AML Documentation"** means the documentation required to be provided by the Customer as required by the rules and regulations of the United Kingdom and from time to time other jurisdictions.
- 2.5. **"Business Day"** shall mean any day other than a Saturday, Sunday or official public holiday within the United Kingdom.
- 2.6. **"Broker"** means a person or entity who makes or submits/places Orders on behalf of other registered individuals or legal entities.

- 2.7. **“Bundle Technology”** refers to Revix’s proprietary investment management technology that allows investors to take direct ownership in several Digital Assets (see 2.11 below) and to intelligently manage and store their holdings.
- 2.8. **“Commission”** or **“Fees”** refers to a payment made to Revix in exchange for the use of our services.
- 2.9. **“Competent Person”** refers to somebody who is of sound mind that has the knowledge to recognise and to educate themselves about the potential risks of using our Platform.
- 2.10. **“Customer”**, **“Your”** and **“You”** means a user of the Platform who makes or places an Order via the Platform or operates a Revix Account.
- 2.11. **“Digital Asset”** is a digital representation of value (also referred to as **“Cryptocurrency,” “Digital Currency,”** or **“Digital Asset,”** or **“Virtual Token,”** or **“Crypto Token,”** or **“Virtual Asset,”** or **“Digital Commodity”**). Collectively Digital Assets means any digital asset which we support on the Platform, including but not limited to Bitcoin, Ripple, Ethereum, Stellar and Bitcoin Cash, etc.
- 2.12. **“External Address”** or **“External Account”** shall mean an Account Holder’s, or third party’s, external Cryptocurrency wallet address.
- 2.13. **“Effective Account Date”** is the date upon which you register and this Agreement or “Terms of Service” takes effect.
- 2.14. **“Fiat”**, **“Fiat Currency”** or **“Fiat Funds”** means any national government issued currency (for example Pounds Sterling or GBP) but not any Cryptocurrency that may be used to purchase or sell Cryptocurrencies via the Platform.
- 2.15. **“Financial Account”** means any money services account, such as a current or cheque account, of which you are the beneficial owner that is maintained by third party financial institutions.
- 2.16. **“Force Majeure”** shall mean any circumstance which is beyond the reasonable control of the Party giving notice of the force and which could not reasonably have been foreseen by such Party when entering into these Terms, including but not limited to war (whether declared or not), revolution, invasion, insurrection, riots, civil commotion, mob violence, sabotage, blockage, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, drought, wind, lightning or other adverse weather conditions, epidemic, quarantine, accident, breakdown of machinery or facilities, strike, lockout or labour dispute, server downtime, acts or restraints of government imposition, or restrictions of or embargoes on imports or exports.
- 2.17. **“Funds”** means supported Cryptocurrency and/or accepted Legal Tender.
- 2.18. **“Fund Manager”** means an authorised person and legally registered entity who makes or places Orders on behalf of their own investors according to an investment mandate.
- 2.19. **“Global Matching Liquidity Pool”** shall include, but not be limited to, all reputable global trading exchanges, private placements, auctions, OTC trading markets, decentralised trading technologies and private dealers.
- 2.20. **“Global Liquidity Provider”** shall mean a participant in the Global Matching Liquidity Pool where Revix is able to source its Digital Assets on behalf of Customers.

- 2.21. **“KYC Documentation”** means the documentation required to be provided by the Customer in relation to Know Your Customer regulations of the United Kingdom and from time to time similar regulations of other jurisdictions.
- 2.22. **“Legal Tender”** means any national currency, such as U.S. dollars, that may be used in connection with a purchase or sale of Digital Assets via the Services, and does not include any Digital Asset.
- 2.23. **“Linked Bank Account/s”** shall mean the account/s elected by an Account Holder when an Account Holder deposits into or withdraws Fiat from its Revix Account, which details may be verified by a third-party identity verification system.
- 2.24. **“Money Manager”** or **“Broker”** or **“Fund Manager”** refers to an individual or entity responsible for managing an investment portfolio, providing investment advice and planning portfolio strategies either on behalf of a group of clients or companies.
- 2.25. **“Mutual Fund”** or **“ETF”** or **“ETN”** or **“ETPs”** or **“Collective Investment Scheme”** refers to any managed investment fund or product, whether tradable on a securities exchange or not, that pools money from multiple investors to purchase securities and other assets. These investors may be retail or institutional in nature.
- 2.26. **“Non-Personal Data”** means anonymous data that does not identify you specifically, including data collected automatically when you enter our Site. This may include cookies, pixel tags, web beacons, browser analysis tools, web server logs, operating system type, browser type, domain, and other system settings, as well as the language your system uses and the country and time zone of your device. Our server logs may also record the IP addresses of the devices you use to interact with the Site. We may also collect information about a website you were visiting before you came to our Site and any website you visit after you leave our Site, if this information is supplied to us by your browser.
- 2.27. **“Party”** or **“Parties”** shall mean the Account Holder and/or Revix as the context requires.
- 2.28. **“Order”** and **“Investment Instruction”** is any electronic instruction from a Customer to buy or sell any Cryptocurrencies using the Revix Bundle Technology.
- 2.29. **“Platform”** and **“Portal”** means the online Platform on which the Services are rendered, which shall be situated on the Site.
- 2.30. **“Referral Programme”** refers to the Revix Referral Programme which Rewards Referrers and Referees based on certain criteria.
- 2.31. **“Referee”** refers to an Account Holder who successfully registers on the Platform via an eligible and valid Referral link or code and places an Order.
- 2.32. **“Referrer”** refers to an Account Holder who successfully refers a new Account Holder via an eligible and valid Referral code.
- 2.33. **“Reward”** refers to the monetary incentive which is due to the Referrer and Referee based on meeting the criteria of the “Referral Programme”.
- 2.34. **“Revix”, “we”, “our”** and **“us”** are references to Revix Limited, a limited company incorporated in England with UK registered number 11713189 and registered address at Hatherley House 15-17 Wood Street Barnet Herts EN5

- 4AT, United Kingdom. Revix includes all Revix-branded websites, applications, services, or tools operated by the Company.
- 2.35. **“Revix Bundle”** or **“Cryptocurrency Bundle”** or **“Crypto Bundle”** collectively referred to as “Bundles” refers to Revix’s Bundle Technology (See 2.7 above) which offers investors a means to invest directly in digital currencies. Crypto Bundles provide exposure to a select group of cryptocurrencies with prespecified weightings.
- 2.36. **“Services”** shall mean all Order, Investment Report, Storage, Account enquiries and queries relating to the use of the Revix Platform.
- 2.37. **“Settlement Date”** is the date when a trade is final, and the buyer or seller must make or receive payment respectively. Revix trades in real time with daily payout so the Settlement Date is the date when an Order is successfully executed.
- 2.38. **“Wallet”** shall mean an Account Holder’s Revix Account wallet.

Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she, they or it, are taken as interchangeable and therefore as referring to the same.

3. Safeguarding your personal information

Revix is responsible for the collection, use, disclosure, retention and protection of your Personal Information in accordance with our global privacy standards, this Privacy Policy, as well as any applicable national laws. Revix uses industry best practices to protect your data. Best practices include password protection, multi-factor authentication, digital encryption and remote storage to protect your information. Revix data controllers process and retain your Personal Information on our servers where our data centres are located, including the United Kingdom, the European Union, and elsewhere in the world.

We take guarding your Personal Information very seriously and do what we must to protect it from unauthorised access, or unauthorised alteration, disclosure, or destruction. We maintain physical, electronic, and procedural safeguards that comply with the relevant laws and regulations to protect your Personal Information from unauthorised access, including encryption with SSL, the availability of two-factor authentication, and periodic review of our Personal Information collection, storage, and processing practices. We do not allow anyone to access your Personal Information without legal permission or Revix-approved authorisation. We restrict access of your Personal Information, and separate Personal Information from factual identifiable information, to be accessed by authorised Revix employees, affiliates, and subcontractors on a need-to-know basis, and subject to reasonable confidentiality obligations binding such persons who have a legitimate business need for accessing such information.

We continuously educate and train our employees about the importance of confidentiality and privacy of customer information. We constantly review our systems and data to ensure the best possible service to our users. We do not accept any users, or representatives of users, under the age of majority in your relevant territory or who otherwise do not have the relevant capacity to be bound by this Privacy Policy.

Any emails sent by Revix will only be in connection with the provision of our Services. We will not sell, share, or rent your Personal Information to any third party without your consent or use your e-mail address for unsolicited mail. In order to effectively render our Services to you, we share your information, where necessary, with website analytics services, identity verification and Know Your Customer (“KYC”) or Financial Intelligence Centre Act (“FICA”) partners, exchange platform and order book partners, payment gateways, regulators, authorised exchange control dealers and/or other regulatory authorities as required by law, as well as other service providers required to render our Services to you.

The Personal Information provided by you is necessary in order for Revix to provide the requisite Services to you, and failure to provide such Personal Information may render Revix unable to provide such Services.

Unfortunately, despite best practices and technical safeguards, the transmission of information via the internet is not completely secure. Although we do our best to protect your Personal Information, we cannot guarantee the security of your Personal Information during transmission, and any acts of transmission are at your own risk.

4. Personal information we collect

When using Revix, we may collect and use the following Personal Information about you:

- First name;
- Middle Name;
- Surname;
- Physical address, including country of residence;
- Email address;
- Mobile phone number;
- Date of birth;
- IP Address;
- Proof of identity (e.g., driver’s license, passport, or government-issued identity card);
- An identification number issued by a government;
- Credit Card Information (which may be collected through our third party payment processor);

- Personal Bank Account Details;
- Social Media login account details, which may include Facebook, LinkedIn, and Twitter;
- Other Personal Information or commercial and/or identification information; and
- Whatever information we, in our sole discretion, deem necessary to comply with our legal obligations under various anti-money laundering (“AML”) obligations, such as under the European Union’s 4th AML Directive and the U.S. Bank Secrecy Act (“BSA”). This will also include, from time to time, the requisite information and documents relating to your local territory’s KYC or FICA processes.

5. Your rights

Revix aims to operate with the highest standards. We offer all clients the rights and standards in line with the European Union’s (“EU”) General Data Protection Regulation (“GDPR”).

As of May 25, 2018, the processing of Personal Information of users located in the EU is subject to the GDPR. To the extent we process any Personal Information of users located in the EU, you maintain the aforementioned rights including:

During our practice of collecting Personal Information, you maintain the following rights:

- Right of Rectification– You have the right to correct any Personal Information we hold on you that is inaccurate, incorrect, or out of date.
- Right of Erasure (“right to be forgotten”) – You have the right to ask us to delete your data when it is no longer necessary, or no longer subject to a legal obligation to which Revix is subject to.
- Withdraw Consent - You have the right to withdraw consent at any time, if processing of Personal Information is based on consent.
- Portability – You may have the right to transfer certain of your Personal Information between data controllers, for example, to move your Account details from one online platform to another.
- Access - You have the right to access your Personal Information stored and processed by Revix. This may be done by emailing us using the address referred to in the introduction above.
- If we breach any of the terms of this Privacy Policy, to complain to the requisite data protection authority in your territory.
- Object - You have the right to object to processing of Personal Information, if such processing is based on legitimate interests and to object to the processing of Personal Information for direct marketing purposes.
- Restrict/Suspend - You have the right to restrict/suspend processing of Personal Information to only that which is strictly necessary for Revix to perform its Services to an Account Holder;

All Personal Information collected is done so for a legitimate purpose in providing our Services to you. If you have any questions or would like to delete your Account with us or object to any of our information collection practices, please email us.

6. Cookies policy & Non-Personal data collection practices

Our Site may aggregate and collect anonymous data that does not identify you specifically, including data collected automatically when you enter our Site, including the following:

- Location Information – Information that is automatically collected via analytics systems providers to determine your location, including your IP address and/or domain name and any external page that referred you to us, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system, and platform;
- Log Information – Information that is generated by your use of Revix that is automatically collected and stored in our server logs. This may include, but is not limited to, device-specific information, location information, system activity and any internal and external information related to pages that you visit, including the full Uniform Resource Locators (“URL”) clickstream to, through and from our Site (including date and time; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page;
- Account Information – Information that is generated by your Revix Account activity including, but not limited to, instructions regarding funding and disbursement, orders, trades, and Account balances; and
- Correspondence – Information that you provide to us in written or oral correspondence, including opening a Revix account, and with respect to ongoing customer support; and logging of phone numbers used to contact us.

Revix also utilises tiny data files called cookies, flash cookies, pixel tags, or other tracking tools (hereinafter, “Cookies”) on your computer or other devices used to visit Revix. A cookie is a small piece of information stored on your computer or smartphone by the web browser. The two types of cookies used on the Site are described below:

"Session cookies": These are used to maintain a so-called 'session state' and only lasts for the duration of your use of the Site. A session cookie expires when you close your browser, or if you have not visited the server for a certain period of time. Session cookies are required for the Platform to function optimally, but are not used in any way to identify you personally.

"Permanent cookies": These cookies permanently store a unique code on your computer or smart device hard drive in order to identify you as an individual user. No

Personal Information is stored in permanent cookies. You can view permanent cookies by looking in the cookies directory of your browser installation. You may delete or reject permanent cookies, but this may affect the availability and/or functionality of the services of the Site to you. These permanent cookies are not required for the Site to work, but may enhance your browsing experience.

We use both session and persistent cookies.

Most web browsers are set to accept Cookies by default. You are free to decline most of our session Cookies if your browser or browser add-on permits but choosing to remove or disable our Cookies may interfere with your use and functionality of Revix. We use Cookies to (i) help us recognise you as a customer, collect information about your use of Revix to better customise our services and content for you, and to collect information about your computer or other access devices as part to ensure our compliance with our BSA and AML obligations and (ii) ensure that your Account security has not been compromised by detecting irregular or suspicious Account activities.

To disable automatic data collection techniques you may do any of the following:

- Email Communications – Subject to applicable laws and regulations, we may from time to time send communications promoting services, products, facilities, or activities to you using information collected from you. When you create a Revix Account you are agreeing to opt-in to account activity related, security related and promotional communications from us. We will provide you with an opportunity to opt-out of promotional communications via an unsubscribe link and via direct request by emailing support@revix.com.
- We will never provide your Personal Information to third parties for direct marketing or other unrelated purposes without your written consent. Unfortunately, we are unable to allow you to opt-out of the emails we send you for certain legal or administrative purposes.
- Cookies – You may decline session cookies if your browser or browser add-on permits but choosing to remove or disable our cookies may interfere with your use and functionality of Revix.
- Location Information – You may be able to stop the collection of location information through your device settings or by following the standard uninstall process to remove our applications from your device; however, because such data is used by us to meet legal requirements, as well as for ongoing fraud and risk monitoring purposes, choosing to remove or disable location services may interfere with your use and functionality of Revix.

7. Information about you from third-parties

We work closely with third parties and may receive information about you from them, including the following:

- The banks or financial institutions you use to transfer money to us will provide us with your basic Personal Information, such as your name and

- address, as well as your financial information such as your bank account details;
- Business partners may provide us with your name and address, as well as financial information;
 - Advertising networks, analytics providers and search information providers may provide us with anonymised or de-identified information about you, such as confirming how you found our Site; and
 - Credit reference agencies do not provide us with any Personal Information about you but may be used to corroborate the information you have provided to us.

8. General provisions

Personal Information you provide during the registration process may be retained, even if your registration is left incomplete or abandoned. If you are located within the European Economic Area (“EEA”), this Personal Information will not be retained without your consent.

In providing the Personal Information of any individual (other than yourself) to us during your use of Revix, you promise that you have obtained consent from such individual to disclose his/her Personal Information to us, as well his/her consent to our collection, use and disclosure of such Personal Information for the purposes set out in this Privacy Policy.

9. Use of Personal Information and Non-Personal Data

Set forth below is a description of some of the ways we use your Personal Information and Non-Personal Data and why we do so. Please email us if you would like further information regarding how we collect and use your Personal Information and Non-Personal Data.

We may use your Personal Information and Non-Personal Data to (but not limited to) do the following:

- Provide Revix’s Services to you to carry out our contractual obligations relating to you, including the fulfillment of your Orders, the operation of your Revix Account and the provision of our support services;
- To fulfill KYC and/or AML obligations with associated entities that enable you to deposit or withdraw Cryptocurrency and/or Fiat Currency;
- Comply with legal and/or regulatory requirements, including, but not limited to, AML requirements;
- Verify your identity to protect against fraud, comply with financial crime laws, and to confirm your eligibility to use our Services;
- Help us better manage your Account with Revix;

- Provide you with information about new functionality, features, or services we offer;
- Make suggestions and recommendations to you and other users of Revix;
- Process applications for Revix Accounts services, including making decisions about whether to agree to approve any applications;
- Improve Revix's functionality;
- Administer internal operations necessary to Revix, including troubleshooting, data analysis, testing, research, statistical, and survey purposes; and
- Notify you about changes to the Terms of Service, Privacy Policy or Services.

10. Disclosure of your Personal Information

We may share your Personal Information with selected third parties including:

- Affiliates, operational and business partners, suppliers and subcontractors for the performance and execution of any contract we enter into with them or you;
- Analytics and search engine providers that assist us in the improvement and optimisation of our Site; and
- Our group entities or subsidiaries.

We may disclose your Personal Information to third parties when:

- You live in a country that necessitates an affiliate, operational partner, business partners, suppliers and/or subcontractors to aid in the successful completion a transaction that you have authorised;
- We sell or buy any business or assets, in which case we may disclose your Personal Information to the prospective seller or buyer of such business or assets in order to continue the services for which you have contracted;
- We are under a duty to disclose or share your Personal Information in order to comply with any legal obligation, or in order to enforce or apply our Terms of Service and other applicable agreements; or to protect the rights, property, or safety of Revix, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction;
- We conduct or co-operate in investigations of fraud or other illegal activity whenever we believe it is reasonable and appropriate to do so;
- We seek to prevent and detect fraud and crime;
- We receive a lawful subpoena, warrant, court order, or as otherwise required by law;
- We seek to protect Revix from financial and insurance risks;
- We seek to recover debt or in relation to your insolvency; and
- We seek information necessary to maintain or develop customer relationships, services and systems.

In order to provide our Services to you, it is sometimes necessary for us to transfer your data to third parties. In these cases, we ensure that both ourselves and our

partners take adequate and appropriate technical, physical, and organisational security measures to protect your data. We also ensure we have appropriate contractual protections in place with these third parties.

By using Revix, you consent to your Personal Information being transferred to other countries, including countries that have different data protection rules than your country. In all such transfers, we will protect your Personal Information as described in this Privacy Policy.

We do not maintain a published list of all of the third parties with whom we share your Personal Information, as this would be heavily dependent on your specific use of our Services. However, if you would like further information about who we have shared your Personal Information with, or to be provided with a list specific to you, you can request this by emailing us.

11. Where we store your Personal Information

Our operations are supported by a network of computers, cloud storage services, internal servers, and other infrastructure and information technology, including, but not limited to, third-party service providers. We and our third-party service providers store and process your Personal Information in the United Kingdom and from time to time elsewhere in the world.

12. Automated decision-making

We may use Automated Decision Making (“ADM”) in order to improve your experience, or to help fight financial crime. For example, so that we can provide you with fast and efficient service, we may use ADM to confirm the accuracy of the information you have provided to us. None of our ADM processes have a legal effect on you.

13. Privacy when using Digital Assets and blockchains

Your financial acquisitions may be recorded on a public blockchain. Public blockchains are distributed ledgers, intended to immutably record transactions across wide networks of computer systems. Many blockchains are open to forensic analysis which can lead to de-anonymisation and the unintentional revelation of private financial information, especially when blockchain data is combined with other data.

Because blockchains are decentralised or third-party networks, which are not controlled or operated by Revix or its affiliates, we are not able to erase, modify, or alter Personal Information from such networks.

14. Data retention

As Revix and its affiliates are subject to various legal, compliance and reporting obligations, including BSA or national AML requirements, we are required by law to store some of your personal and transactional data beyond the closure of your Account with us. Your data is only accessed internally on a need to know basis, and it will only be accessed or processed if absolutely necessary. We will delete data that is no longer required by any relevant law or jurisdiction in which we operate.

15. Access to information

Subject to applicable laws, you may have the right to access information we hold about you. Your right of access can be exercised in accordance with the relevant data protection legislation. For further information, please email us.

16. Changes to this Privacy Policy

Any changes we may make to our Privacy Policy will be posted on this page and, where appropriate, notified to you by email. Please check back frequently to see any updates or changes to our Privacy Policy.

17. Newsletters and other promotional communications

If you wish to subscribe to any newsletter published by us or wish to receive other targeted and relevant promotional communications from us or other carefully chosen affiliates, We offer you the option to 'opt-in' to this service. If you change your mind and wish to stop receiving any such communications, please click the 'unsubscribe' link in any email from us.

18. Web-based links

Revix, and the Services available through the Website, may contain links to other third party websites, including (without limitation) social media platforms and payment gateways ("Third Party Websites"). If you select a link to any Third Party

Website, you may be subject to such Third Party Website's terms and conditions and/or other policies, which are not under the control, nor responsibility, of Revix.

Hyperlinks to Third Party Websites are provided "as is", and Revix does not necessarily agree with, edit or sponsor the content on Third Party Websites.

Revix does not monitor or review the content of any Third Party Website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material. As such, we are not responsible for the content of such Third Party Websites.

Revix does not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of Personal Information.

19. Protection of Minors

Revix is not directed to persons under the age of 18, hereinafter "Minors", and we do not knowingly collect Personal Information from Minors. If we learn that we have inadvertently gathered Personal Information from a Minor, we will take legally permissible measures to remove that information from our records. Revix will require the user to close his or her Account and will not allow the use of Revix Services.

If you are a parent or guardian of a Minor, and you become aware that a Minor has provided Personal Information to Revix, please contact us at support@revix.com and you may request to exercise your applicable access, rectification, cancellation, and/or objection rights.

20. Contact

Any questions, comments and requests regarding this Privacy Policy are welcomed and should be addressed to support@revix.com.

Revix UK Limited situated at Hatherley House 15-17 Wood Street Barnet Herts EN5 4AT, United Kingdom

