



Terms of Service

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Please read these Terms of Service ("terms") carefully before using Revix's ("our services") described below. By utilising the platform including but not limited to (a) the website located at www.revix.com ("website"), and the products offered therein, and (b), the mobile application version of our platform, you acknowledge that you have read these terms and that you agree that you are accordingly bound by them.

If you do not agree to all of the terms stated herein, you are not an authorised user of these services and you should not use this website or its products.

You acknowledge that you have read the Revix Terms of use [Risk Disclaimers](#) and [Privacy policy](#). Revix (as defined below) reserves the right to change, modify, add or remove portions of these terms at any time for any reason. Such changes shall be communicated with all of our registered customers and become effective immediately upon posting. You acknowledge that by accessing our website after we have posted changes to these terms, you are agreeing to the modified terms.

This document or any other document produced and signed by Revix does not constitute an offer or solicitation to sell shares or securities in Revix or via the website, platform or the products offered.

None of the information or analyses presented is intended to form the basis for any investment decision, and no specific recommendations are intended. Revix services and the website are not, do not offer and shall not be construed as investment or financial products, but as a software application. Accordingly, this document does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way.

Revix expressly disclaims any and all responsibility for any direct and/or consequential losses or damages of any kind whatsoever arising directly and/or indirectly from: (i) reliance on any information contained in this document, (ii) any error, omission or inaccuracy in any such information, (iii) any action resulting therefrom, or (iv) usage or acquisition of products available through the website.



By signing up for an account with Revix, you further agree that you have read, understood and accepted Jumio's [Facial Scan Data Protection Policy](#), [Privacy Policy](#) and [Terms of Service](#).

These terms of service (also known as terms of use and Terms of Service) are effective as of the 29th of September 2022 ("Effective Date").

This agreement (the "Agreement") is for reference purposes only and in no way defines, limits, construes or describes the extent or scope of such section.

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1. Acceptance of the Terms of Service

Binding Agreement Description

These Terms of Service (this “Agreement”) is a binding contract between you, an individual user (“user” or “customer” or “you”), and Revix SA OpCo Proprietary Limited, RVX SA Capital (Pty) Limited, or, Revix International Limited if you are an International Account Holder (“Revix”, “we”, “us” or “our”) which governs your use of www.revix.com and any other websites and/or Mobile Applications and/or online services or intellectual property operated by Revix under licence from Revix UK Limited (collectively, the “Service” or the “Services”).

By accessing or using our Services, you agree that you have read, understood, and agree to be bound by this Agreement. If you do not agree to the terms of the Agreement, you are not permitted to use the Services.

If you are accessing the Services on behalf of a juristic entity (a “business” or “organisation”), then you hereby represent and warrant that you have the authority to bind that Organisation and your acceptance of this Agreement will be treated as acceptance by the Organisation. In that event, “user”, “you” and “your” in this Agreement will refer to the Organisation.

1.1. Material Terms and Notices

As outlined in detail in this Agreement, and without limiting the express language of this Agreement, you acknowledge the following:

- 1.1.1. the Service is offered to you, and you may use the Service only as set forth in this Agreement,
- 1.1.2. the use of the Service may be subjected to separate third party terms of service and fees, which are your sole responsibility,
- 1.1.3. you consent to the collection, use, and disclosure of your personally identifiable information in accordance with Revix’s [Privacy Policy](#) (“Privacy Policy”),
- 1.1.4. to the fullest extent permitted by law, the Service is provided “as is” without warranties of any kind and Revix’s liability to you is limited,
- 1.1.5. We will resolve disputes arising under this Agreement through binding arbitration. By accepting this Agreement, as outlined in [Section 26](#) of this Agreement, you and Revix are each waiving the right to a trial by jury or to participate in a class action.



1.2. Changes to this Agreement

You understand and agree that Revix may change this Agreement at any time without prior notice. Revix will endeavour to provide you with prior notice of any material changes. You may read a current, effective copy of this Agreement at any time by selecting the appropriate link on Revix's website. The revised Agreement will become effective at the time of posting. Any use of our Service after such date will constitute your acceptance of such revised Agreement. If you view any change to this Agreement to be unacceptable, then your sole remedy is to stop accessing and using the Service. The terms of this Agreement will govern any updates we provide to you that replace and/or supplement any portion of our Service, unless the update is accompanied by a separate revised Agreement or set of terms. No revisions to this Agreement will apply to any dispute between you and us that arose prior to the effective date of such revision.

1.3. Advance Consent to Assignment of this Agreement

The regulatory framework in respect of financial technology services and crypto assets is dynamic. Novel regulatory frameworks are being imposed worldwide, including in South Africa. To ensure that Revix is able to meet evolving regulatory demands, and comply with applicable local laws and regulations, Revix must be able to structure its business in the most efficient manner to secure the requisite authorisations from the relevant regulatory authorities. Accordingly, You, any User / Account Holder / International Account Holder / Customer, hereby agree and expressly consent, in advance, without qualification and limitation, that Revix may cede and assign this Agreement, and any other agreement between you and Revix, to any wholly owned subsidiary of Revix UK Limited, for any reason whatsoever, including for the purposes of regulatory expedience and compliance. If an assignment takes place, You will be notified of that fact and this notification shall include the details of the party to which this Agreement has been assigned.

1.4. Privacy Policy

Your access to, and use of our Service, is subject to Revix's Privacy Policy located at www.revix.com/privacy.

1.5. Eligibility

The Service is not for persons under the age of 18 or for any users previously suspended or removed from the Service by us. If you are under 18 years of age, then you must not use or access the Service at any time or in any manner. By accessing or using our Service, you affirm that you are at least 18 years of age.

2. Definitions

As used throughout this Agreement, the following terms are defined as follows:



- 2.1.** “**Account**” or “**Revix Account**” means a designated Customer account on the Revix website or mobile application, allowing a Customer to access and use the services, view their balance of eligible Cryptocurrencies held in custody on the Customers behalf. Your Revix account is not a bank account, deposit account, savings account, checking account, or any other type of regulated financial services account and should not be characterised as a banking or investment product or service. The use of terms such as “account,” “account balance,” “withdraw,” “interest” and similar language in connection with our Savings service (please read our Savings Terms of Service) does not imply or establish, and shall not be taken to suggest, any form of principal, active management, discretionary or advisory relationship, and such language is used herein as terms of convenience.
- 2.2.** “**Account Holder**” shall mean the person and/or entity holding a Revix Account on the Platform and shall include an International Account Holder, as applicable.
- 2.3.** “**Affiliates**” shall include, but not be limited to Revix SA OpCo Proprietary Limited (RSA company number: 2018/352788).
- 2.4.** “**Agreement**” means this Agreement, together with any Annexures.
- 2.5.** “**AML Documentation**” or “**Verification Documentation**” means the documentation required to be provided by the Customer to Revix, as required, to permit Revix to comply with the applicable anti-money laundering laws.
- 2.6.** “**Application Form**” refers to the online account registration form that is required to be completed when registering to become a Customer of Revix.
- 2.7.** “**Applicable Laws**” means the laws of the Republic of South Africa, the Republic of the Seychelles, or the United Kingdom, as applicable.
- 2.8.** “**AUM**” means the total amount of assets on the Revix Platform..
- 2.9.** “**Authorised User**” means each person who has been verified by our identity verification systems.
- 2.10.** “**Broker**” means a person or entity who makes or submits Orders on behalf of other registered individuals or legal entities.
- 2.11.** “**Bundle**” means a group of cryptocurrencies which have been allocated to a particular investment methodology.
- 2.12.** “**Bundle Methodology**” refers to the informational document available comprising the systems and methods used for our directly-indexed Bundles.
- 2.13.** “**Bundle Technology**” refers to Revix’s proprietary investment direct-indexing technology that allows investors to take direct ownership of multiple Cryptocurrencies and to intelligently manage and store their holdings.



- 2.14.** “**Business Day**” shall mean any day other than a Saturday, Sunday or official public holiday within the Republic of South Africa..
- 2.15.** “**Cold Storage**” or “**Cold Storage System**” means, if applicable to any Services, the offline and/or manual custody of Cryptocurrencies.
- 2.16.** “**Commission**” or “**Fees**” refers to a payment made to Revix in exchange for the use of our Services. A full list of Revix fees can be found at www.revix.com/fees.
- 2.17.** “**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.
- 2.18.** “**Customer**”, “**Your**” and “**You**” means a User of the Revix Platform and/or an authorised person that operates a Revix Account on behalf of an Account Holder.
- 2.19.** “**Cryptocurrency**” is a digital representation of a cryptographic asset (also referred to as a “**Digital Currency**”, “**Crypto Asset/s**” “**Virtual Token**”, “**Crypto Token**”, “**Virtual Asset**” or “**Digital Commodity**”). Collectively Cryptocurrencies refers to any Cryptocurrency or Crypto Asset which we support on the Revix Platform. The terms Cryptocurrency and/or Crypto Asset are used interchangeably unless expressly stated otherwise. No interpretive inference shall be drawn from the interchangeable use of these terms.
- 2.20.** “**Execution Price**” means the price at which the Trade is actually made or executed.
- 2.21.** “**External Address**” or “**External Account**” where applicable to the Services, and, to the extent that this functionality is available on the Revix Platform, this shall mean an Account Holder’s external Cryptocurrency wallet not held, controlled or custodied by Revix.
- 2.22.** “**Factsheet**” refers to informational documents found on the Website relating to a particular Product.
- 2.23.** “**Fiat**”, “**Fiat Currency**” or “**Fiat Funds**” means any national government-issued currency (for example Rands or Pounds Sterling) .
- 2.24.** “**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.
- 2.25.** “**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, insurrections, 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 or embargoes on imports or exports.

- 2.26.** **"Funds"** means supported Cryptocurrency and/or accepted Legal Tender.
- 2.27.** **"Fund Manager"** means an authorised person and legally registered entity who makes or places Orders on behalf of their own investors.
- 2.28.** **"Global Liquidity Provider"** shall mean a participant in the Global Matching Liquidity Pool where Revix is able to source its Cryptocurrencies on behalf of Customers.
- 2.29.** **"Global Matching Liquidity Pool"** shall include, but not be limited to, all reputable global trading exchanges, private placements, auctions, over-the-counter trading markets, decentralised trading technologies and private dealers.
- 2.30.** **"International Account Holder"** means a user of the Revix Platform, a Revix Platform account holder and/or a Revix Platform operator, as applicable, and which user is neither resident in, a national or citizen of, and/or otherwise subject to exchange control restrictions in the Republic of South Africa. A user as defined herein, is onboarded onto the Revix Platform by Revix International Limited (**"Revix International"**), an International Business Corporation (IBC) incorporated and domiciled in the Republic of Seychelles with company registration number 235645. The business of Revix International Limited in respect of Crypto Assets (which includes the Products of Revix available to you on the Revix Platform) is unregulated from a prudential perspective. The prudential regulator in the Seychelles is the Financial Services Authority Seychelles (FSA). The Republic of Seychelles have not yet promulgated a Virtual or Crypto Asset Service Provider Regime. Please note that Revix and Revix International will at all times comply with the relevant laws such that an International Account Holder should expect that Revix International will apply for the relevant regulatory sanction at the appropriate time. Revix International does however comply with the applicable Anti-Money Laundering (AML) and Combating the Financing of Terrorism laws in the Republic of Seychelles. The Revix Group complies with the FATF standards in respect of AML and CFT measures and applies a Risk Based Approach which is executed by detailed Risk Management Compliance Frameworks and Programmes. Revix International have adopted a suite of AML/CFT policies, and these policies are executed by a dedicated client onboarding team in terms of a bespoke Risk Management and Compliance Programme (RMCP). All the terms in these terms of service that apply to non-International Account Holders, shall apply to International Account Holders save where such terms are excluded from by virtue of laws of the Republic of South Africa which do not, and can not, apply to International Account Holders, including but not limited to, the exchange control regime in the Republic of South Africa.
- 2.31.** **"KYC Documentation"** means the documentation required to be provided by the Customer to Revix pursuant to the international FATF standards as applied in the local legislation or regulations of the of the United Kingdom, the Republic of South Africa, and from time to time, the local laws of other jurisdictions. This defined term will extend not only to "Know Your Customer" documentation (known as KYC), but



also such documentation as Revix may be required to collect from the Customer to satisfy the full suite of the applicable FATF standards including so-called “Combating the Financing of Terrorism” regulations (known as CFT), “Know Your Transaction” requirements (referred to as KYT), and more generally, any such requirements imposed on Revix to comply with the local Anti-Money-Laundering laws of the applicable jurisdiction (referred to as AML requirements).

- 2.32.** “**Legal Tender**” means any national currency, such as Great British Pounds, that may be used in connection with the purchase or sale of Cryptocurrencies via the Service, and does not include any Cryptocurrency unless explicitly stated.
- 2.33.** “**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.
- 2.34.** “**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.
- 2.35.** “**Non-Personal Data**” means anonymous data that does not identify you specifically, including data collected automatically when you enter our Website. 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 Website. We may also collect information about a website you were visiting before you came to our Website and any website you visit after you leave our Website, if this information is supplied to us by your browser.
- 2.36.** “**Order**” and “**Investment Instruction**” is any electronic instruction from a Customer to buy or sell any Cryptocurrencies using the Revix system.
- 2.37. “**Mobile app**” and/or “**Mobile Application/s**” means the relevant mobile application version of the Platform on which the Services are rendered.
- 2.38.** “**Party**” or “**Parties**” shall mean the Account Holder and/or Revix as the context requires.
- 2.39.** “**Platform**” and “**Portal**” means the online Platform on which the Services are rendered on the Website or via a Mobile Application
- 2.40.** “**Revix Product/s**” and/or “**Product/s**” as applicable, means all of the products referenced in this Agreement and shall include, but not be limited to, Standalone Assets, the Revix Bundles, the OTC Services and the Revix USD Vault, and any other products available on the Revix Platform but not expressly identified in this Agreement.



- 2.41.** “**Referral Program**” and “**Rewards Program**” refers to the Revix Rewards Program which rewards Customers based on certain criteria as defined in the Revix Rewards Terms.
- 2.42.** “**Referee**” refers to an Account Holder who successfully registers on the Platform via an eligible and valid referral link or code and has completed an investment.
- 2.43.** “**Referrer**” refers to an Account Holder who has successfully referred a new Account Holder via an eligible and valid referral code.
- 2.44.** “**Revix**”, “**we**”, “**our**” and “**us**” are references to Revix SA OpCo (Pty) Limited, a limited company incorporated in South Africa with SA registered number 2018/352788 and registered address at Suite 302, The Equinox, 154 Main Road, Sea Point, 8005, Cape Town. If the user is an International Account Holder as defined elsewhere in these terms, these terms shall refer to Revix International Limited, as applicable, an International Business Corporation incorporated and domiciled in the Republic of Seychelles. Revix includes all Revix-branded websites, applications, services, or tools operated by the Company.
- 2.45.** “**Revix Account**” or “**Revix Wallet**” means a software solution and a service integrated into the Platform that enables users to store Cryptocurrencies. A Revix Account is required for the acquisition of Cryptocurrencies.
- 2.46.** “**Revix Bundle**” or “**Cryptocurrency Bundle**” or “**Crypto Bundle**” collectively referred to as “**Bundles**” refers to Revix’s Bundle Technology which offers Customers a means to invest directly in a predefined bundle of Cryptocurrencies. Crypto Bundles provide exposure to a select group of Cryptocurrencies with prespecified weightings and/or as otherwise set out in the applicable Bundle Methodology.
- 2.47.** “**Reward**” refers to the monetary incentive which is due to the Referrer and Referee based on meeting the criteria of the “Rewards Program”.
- 2.48.** “**RSA**” means the Republic of South Africa.
- 2.49.** “**Service**” or “**Services**” shall mean the provision of Revix Products to an Account Holder and the related services and acts necessarily and reasonably encompassed by the provision of Revix Products to an Account Holder via the Revix Platform, including but not limited to orders, Investment Reports, Storage, Account enquiries and queries relating to the use of the Revix Platform via the Website or the Revix Mobile Application. Notwithstanding the aforementioned, the scope of Services shall include any other services rendered by Revix to an Account Holder via the Revix Platform, or directly, indirectly or incidentally to an Account Holder outside of the Revix Platform, which services are rendered as a matter of fact, and which services may not related to a product identified in this Agreement.
- 2.50.** “**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 payouts so the Settlement Date is the date when an Order is successfully executed.

- 2.51.** “**Slippage**” refers to the difference between the expected price of a trade and the actual price at which the trade is executed. Slippage can occur at any time but is most prevalent during periods of higher volatility.
- 2.52.** “**Standalone Assets**” refers to individual Crypto Assets approved and listed on the Revix Platform available for acquisition by Users, and which Crypto Assets will be custodied by Revix on behalf of the User.
- 2.53.** “**Time**” means all references to the time of day in this Agreement, indicated in the format of a 24-hour clock and in relation to Greenwich Mean Time (GMT).
- 2.54.** “**Verification**” shall mean the process of verifying that a new or existing account is owned and operated by a specified and eligible individual and includes but is not limited to Know-Your-Customer (KYC), Know-Your-Transaction (KYT), Combating Financing of Terrorism (CFT), Anti-Money-Laundering (AML), Sanctions Screening, and Politically-Exposed-Persons (PEP) checks and/or any local variation thereof including but not limited to Foreign Prominent Public Official (FPPO) and Domestic Prominent Influential Person (DPIP) checks Verification shall further include, where applicable, or otherwise merited, enhanced due diligence (EDD) verification measures.
- 2.55.** “**Wallet**” shall mean an Account Holder’s Revix Account.
- 2.56.** “**Website**” means www.revix.com (including Mobile Application versions thereof) or any other website owned or controlled by Revix or its Affiliates that connects with it.
- 2.57.** “**Weightings**” refers to the percentage split of the total value of a Bundle.
- 2.58.** “**ZAR**” means South African Rands. The legal tender of South Africa.

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. General

3.1. Products

Revix offers a number of products and services, which are published on the Website. Revix products and services can be changed and altered at our sole discretion without notice, and these Terms shall apply to all of them, unless stated otherwise in these Terms, on the Website, or in the documentation accompanying a particular product or service.

3.2. Website

The Revix Website www.revix.com and any reference to "Revix", "we" "our" or "us" shall include our employees, officers, directors, representatives, agents, shareholders, Affiliates, subsidiaries, holding companies, related entities, advisers, subcontractors, service providers and suppliers.



The Website shall include any and all associated Mobile Applications as offered or downloadable from the requisite application stores, together with any Application Programming Interface/s (“API”).

3.3. Regulation

As set out in more detail in clause 34, Revix SA OpCo (Pty) Limited is a Crypto Asset Service Provider (CASP) as defined by the Crypto Assets Regulatory Working Group (CAR-WG). Revix is subject to the interim regime set out by the Financial Sector Conduct Authority (FSCA) in October 2022 (“**the Interim Period**”). Revix complies with the exemption conditions that apply to CASPs during the Interim Period and is accordingly lawfully conducting business in the Republic of South Africa. Due to the rules of the Interim Period, Revix is not permitted to apply for authorisation in respect of Crypto Assets prior to 1 June 2023. Accordingly, although Revix is not an authorised Financial Service Provider, it is a lawful CASP subject to the supervision and oversight of the FSCA as set out in the FSCA’s declaration, notice, policy paper and communique of October 2022. In respect of the Financial Intelligence Centre Act (FICA) please note that Revix SA OpCo is an Accountable Institution (effective as at December 2022). Revix is also registered with the Financial Intelligence Centre (FIC) as a reporting institution in respect of Cash Threshold Reporting (CTR). Revix maintains a Risk Management and Compliance Programme that complies with the FATF’s Risk Based Approach in respect of Anti-Money Laundering (AML) and Combating Financing of Terrorism (CFT). You should further be aware that there may be exchange control limitations applicable to your acquisition of Crypto Assets and you should accordingly consult with local counsel in regard to this matter. International Account Holders as defined in these terms are onboarded by Revix International Limited and should refer to clause 2.30 above for more detail..

3.4. Terms

These terms, including any document referenced within these Terms, apply to any Account Holder (including an International Account Holder) and/or user on the Platform. These Terms govern the Account Holder’s relationship with Revix. Due to the dynamic regulatory framework in respect of Crypto Assets, these Terms may be amended from time to time to ensure compliance with the applicable laws in the various jurisdictions we operate in. Changes to our Terms will be communicated to you using your account-linked email address, and your continued use of the Platform will constitute acceptance of our updated terms.

3.5. Use of the Platform

Accessing or using our Website or our Platform after signing up for an Account means that you have read, understood, accepted, and agreed to be bound by these Terms in your individual capacity. Further, you represent and warrant that you have the authority to do so and that in the case of an Account Holder being a natural person, the Account Holder is a Competent Person.

3.6. Communications



You agree that we shall communicate electronically, be it via email, the Revix chatbot found on the Website, text message or otherwise. We shall deem all correspondence sent to you as having been received. The responsibility lies with you to ensure that we are informed of any change of email address, physical address, account details or telephone number.

3.7. Customer Representations and Responsibilities

You understand that your Account with Revix is self-directed, meaning that you are solely responsible for any and all orders placed via the Revix Platform and all orders entered by you are unsolicited and based on your own investment decisions. Accordingly, you agree that we don't (including but not limited to):

- 3.7.1. provide investment advice in connection with this Account,
- 3.7.2. recommend any asset, transaction or order,
- 3.7.3. solicit orders,
- 3.7.4. act as a market maker in any capacity,
- 3.7.5. make discretionary trades; and
- 3.7.6. produce or provide research.

4. Products and services

4.1. The Services

4.1.1. Description

Our Services are intended to provide you with an easy to use and secure Platform through which you can trade Fiat Currencies for Cryptocurrencies, and vice versa, or to trade one type of Cryptocurrency for another type of Cryptocurrency, or to trade one type of Cryptocurrency for a basket of Cryptocurrencies, and vice versa.

Our Bundles allow you to take direct ownership of the underlying Cryptocurrencies within the Bundle but do not constitute an offer to subscribe for securities, nor an offer to sell shares in any fund, nor a solicitation to buy shares in any fund. Bundles should not be misconstrued as Mutual Funds, ETFs, ETNs, ETPs, Collective Investment Scheme units, nor any similar fund structures.

Our Platform matches your transaction instructions with open Orders found in a Global Liquidity Pool.

We execute trades on your behalf of and under your instruction of the User. We never take legal ownership of your funds.



Our Services may permit you to purchase and/or sell Cryptocurrencies directly from or to us.

Our Services do not allow you to trade one form of legal tender for another form of legal tender.

You may withdraw your Cryptocurrency or Fiat Currency balance if it is supported on the Platform as a withdrawal option, subject to the limitations of this Agreement.

We do not permit the transmission of Cryptocurrencies from one User to another User.

Our Services include the Provision to you of all the Revix Products available on the Revix Platform.

4.1.2. Disclaimers

By registering for a Revix Account, you represent and warrant that you have read and understood the disclaimers found at www.revix.com/disclaimers, or other disclaimers made available via the Service regarding other Revix products or services, which are hereby incorporated by reference.

We reserve the right to reject any application for registration at any time for any reason or for no reason at all and without notice to you.

We reserve the right to remove you from our Platform and to remove your Account.

We reserve to sell and return your funds and/or cryptocurrencies if held in any Bundle and/or Cryptocurrency without notice.

We reserve the right to, at our sole discretion, decide which Cryptocurrencies to support as part of the Service. The range of Services available to you will depend on the country and/or state from which you access the Revix Website, and any other Websites and/or mobile applications and/or online services or properties owned and operated by Revix.

4.1.3. Gains and Losses

All gains/losses arising from your use of the Service are attributable to you alone.

4.1.4. Service Fees

Revix reserves the right to levy service fees on specific actions you make on our Platform. Revix reserves the right to adjust its fee structures at its sole discretion, as found at www.revix.com/fees.

4.1.5. Withdrawals



Users may withdraw their assets via supported Fiat Currency or Cryptocurrency only, subject to the limitations stated in this Agreement.

4.2. Revix Platform

4.2.1. Description

The Revix Platform is a software platform consisting of a webpage interface and a software interface for purchasing, selling and custodying Cryptocurrencies.

4.2.2. Operation of the Platform

The Platform operates 24/7/365, subject to certain limitations

4.3. Standalone Assets

4.3.1. Description

The Revix Platform allows Users to acquire any one of the Crypto Assets (or any combination thereof) approved and listed on the Platform available for purchase or exchange. Crypto assets acquired in this manner are custodied by Revix on your behalf. The acquisition of Standalone Assets, and the provision of Services to the User by Revix in that regard, are unregulated activities and Revix is not an authorised intermediary. The same provisos, disclaimers and limitations set out generally in this Agreement, and in clause 4.4 below, shall apply equally in respect of Standalone Assets on the Revix Platform.

4.4. Cryptocurrency Bundles

4.4.1. Description

A Crypto Bundle is a feature which allows Users to purchase multiple Crypto Assets simultaneously. Crypto assets held within a Bundle are custodied by Revix on your behalf.

4.4.2. Regulation and Licensing

A Crypto Bundle is an unregulated and unlicensed product and does not constitute any financial and/or investment product, and any action, notice, communication, message, decision, managerial act, or omission of the mentioned is not investment advice and/or an investment recommendation and shall not be understood or interpreted as such. Any such content provided by Revix or a third-party expert shall be regarded solely as a statement of facts or observation and in no case as investment advice and/or an investment recommendation. A Crypto Bundle is not a security and/or a financial instrument. Revix gives no guarantees as to the value of any of the Crypto Bundles and explicitly warns Users that there is no reason

to believe that Crypto Bundles will increase in value and that they might decrease in value or lose their value entirely.

4.4.3. Disclaimer

You acknowledge and understand that you are acquiring Crypto Bundles for your own personal use and you understand that Crypto Bundles may lose all their value.

4.4.4. No solicitation to sell

This document or any other document produced and signed by Revix or any of third-party does not constitute an offer or solicitation to sell and shall not be construed in this way, and may only be construed as an invitation to offer, in all cases, the purchase of Crypto Bundles as software solutions.

4.5. Exchange

4.5.1. Description

Revix enables you to buy or sell certain Standalone Assets and/or invest in Crypto Bundles on the Revix Platform through an exchange service.

4.5.2. Conditions

The exchange service is offered under the conditions, including but not limited to:

4.5.2.1. Currency transfer

Money can only be transferred in supported Fiat Currency to or from a bank account held in your name which needs to be the same name registered with us.

4.5.2.2. Credit/debit cards

If the Revix Platform supports this feature, Users can buy Cryptocurrencies using credit/debit card payments, wherein only payment cards which support 3-D Secure protocol can be accepted. Transactions with payment cards that do not support 3-D Secure protocol option will be rejected.

4.5.2.3. Payment methods

Available payment methods at any time are listed on our Website and may depend on various factors, including your registered location, provided identification information, and limitations imposed by the payment processors.

4.5.2.4. Authorisation

By placing an Order to purchase Cryptocurrencies via our Platform, you represent and warrant that:

- 4.5.2.4.1.** you are authorised to use the designated payment method and,



4.5.2.4.2. you authorise us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your deposited balance may be removed.

4.5.2.5. Credit card payments

If the Revix Platform supports this feature, Credit card payments may be subject to additional internal checks. In the case of any mismatch between the name of the credit card holder and the name of the end User who received such payment we reserve the right to remove the funds and process a refund with a discretionary fee of up to 50% of the value of the funds deposited.

4.5.2.6. Availability of Service

The Service is at any time available only to certain groups of Users, depending on their location, payment method used, verification tier, and other factors.

4.5.2.7. Right to undertake checks

Revix reserves the right to perform additional checks and to require additional information and documents under applicable anti-money laundering regulations.

4.5.2.8. Exchange rate errors

Revix does not guarantee the availability of any exchange rate quoted on the Website. You acknowledge that the buy price exchange rate may not be the same as the sell price exchange rate at any given time, and that Revix may add a margin or spread to the quoted exchange rate.

4.5.2.9. Variable spread

As stated in these Terms, the exchange of Fiat money for Cryptocurrencies is offered on the basis of a variable spread. A variable spread is a spread that is not constant in value and can cause the price of a Cryptocurrency or Bundle of Cryptocurrencies to be higher or lower in one currency relative to another after accounting for exchange rates . This spread will vary according to market conditions and liquidity changes.

4.5.2.10. Right to convert currency

In the case we receive money from you in any other currency than that which is supported on our Platform, we reserve the right to convert the received money into a supported Fiat Currency before you are able to buy Cryptocurrencies on our Platform.



4.5.2.11. Errors

In the event of an error, whether via the Revix Platform, in a purchase Order confirmation, in processing your purchase, or otherwise, we reserve the right to correct such errors and revise your purchase transaction accordingly or to cancel the purchase and refund any amount received.

4.6. Over-the Counter (“OTC Services”)

4.6.1. Verified Account Holders may be eligible for OTC Services. Account Holders are not entitled to OTC Services as of right. Instead, Account Holders, on application, or request, may qualify for OTC Services. The outcome of such an application or request shall at all times be subject to the sole discretion of Revix and shall be guided by the applicable local laws. OTC Services are governed by this Agreement and the provisions generally of this clause. If you have instructed us to render OTC Services, you are bound by this Agreement including all of the provisions pertaining to OTC Services. OTC Services are rendered to you by either Revix SA, Revix International, or any other eligible subsidiary of Revix UK, as applicable. The aforementioned determination is subject to, *inter alia*, the nationality of the Account Holder and the related applicable local laws pertaining to the provision of OTC Services. In this regard, an Account Holder is deemed to have read the relevant regulatory disclosures made available on the Revix website and the Revix Platform from time to time pertaining to the regulatory status of Revix and Revix Products including these OTC Services. Revix OTC Services include but are not limited to facilitating the trading of Fiat and crypto trading pairs, as well as other services relating to such transactions on an OTC basis.

4.6.2. The Account Holder hereby acknowledges and agrees that:

- 4.6.2.1.** trading through the Revix OTC Services is anonymous and that Revix does not disclose trading party identities;
- 4.6.2.2.** upon the acceptance of a quote, the Account Holder provides Revix with an irrevocable right to settle the requested OTC trade through the Revix Platform;
- 4.6.2.3.** OTC trades are pre-funded by the Account Holder and therefore the Account Holder must immediately deposit the quoted amount and/or hold sufficient funds on the Revix Platform (as applicable) before the OTC trade is executed;
- 4.6.2.4.** Revix shall settle the trade by delivering the relevant Crypto Assets and/or Fiat to the relevant counterparty account on the Revix Platform, if applicable, and the Account Holder shall not withdraw, attempt to withdraw, transfer, attempt to transfer or alienate any Crypto Assets and/or Fiat held on the Revix Platform



designated for the OTC, that is, such funds (crypto assets or Fiat) which are required to satisfy the Account Holder's obligation in relation to the OTC Services. Once a trade has been settled, it is in full and final settlement and the Account Holder's Fiat or Crypto Assets cannot be returned; and

- 4.6.2.5.** Revix has the right to refuse to book a trade in terms of the OTC Services for any reason and in its sole discretion.
- 4.6.3.** The Account Holder, when making use of the Revix OTC Services, shall:
- 4.6.3.1.** comply with the OTC Services terms and conditions set out in this Agreement and any additional terms, policies, procedures or conditions imposed by Revix in relation to the OTC Services and the use of of the Revix Platform;
 - 4.6.3.2.** pay any and all fees, costs and charges relating to the OTC Services including, if applicable, transaction fees and costs;
 - 4.6.3.3.** remain solely responsible for compliance with, any and all applicable local laws (including, if applicable, exchange control regulations and any tax reporting requirements imposed on the Account Holder);
 - 4.6.3.4.** not use the OTC Services to contravene any applicable laws or regulations, or for any illegal or fraudulent purposes; and
 - 4.6.3.5.** provide Revix with any information and documentation reasonably necessary to ensure compliance with the applicable local laws.
- 4.6.4.** An Account Holder utilising the OTC Services shall, in addition to the general risk disclosures which have already been made in this Agreement, and elsewhere via the Revix Platform, acknowledge and agree to the following:
- 4.6.4.1.** that the Account Holder confirms that it has the required knowledge, experience, understanding, professional advice and information to make its own evaluation of the merits and risks of any Crypto Asset trade, or alternatively access to the required knowledge relating to cryptocurrency to do so;
 - 4.6.4.2.** That the Account Holder has ascertained the full nature and possible outcome of each transaction and that at no time shall Revix provide advice or make recommendations to the Account Holder in respect of the provision of the OTC Services; and
 - 4.6.4.3.** The OTC Services will be performed in prevailing market environments, which are outside of the control of Revix and in a constant state of flux which is typical of crypto asset markets. As

such, the Account Holder recognises and understands that Revix cannot control or guarantee the outcome of a transaction and that Revix shall not be liable for any loss caused to the Account Holder as a direct or indirect result of a market fluctuation, expected or unexpected.

4.6.5. Termination of OTC Services

- 4.6.5.1.** Revix may, in its absolute and sole discretion, immediately discontinue or cancel the whole or any portion of the OTC Services being provided to an Account Holder, and do so without incurring any liability towards an Account Holder or any other third party involved in the provision of the OTC Services;
- 4.6.5.2.** In addition to the circumstances outlined elsewhere in this Agreement, Revix reserves the right to restrict, suspend or terminate an Account Holder's Account as well as terminate any of the Account Holder's quotes, positions or pending transactions in the event or suspicion of one or more of the following occurrences:
 - 4.6.5.2.1.** If the Account Holder commits a breach of this Agreement and any terms and conditions applicable to the OTC Services; and/or
 - 4.6.5.2.2.** If it is, or becomes unlawful for the Account Holder to perform any of the obligations or undertakings under this Agreement.
- 4.6.5.3.** In the event that the Account Holder fails to give effect to the settlement of an OTC trade in accordance with the provisions of this clause 4.6, through, *inter alia*, a failure to transfer Crypto Assets and/or Fiat prior to the trade being executed, the Account Holder shall be in default and will additionally be subject to the circumstances outlined in the breach provisions of this Agreement. In the event of a default, the Account Holder provides Revix with an irrevocable right, in addition to such rights already afforded to Revix in this Agreement and the applicable laws, to utilise any Crypto or Fiat credited to the Account Holder's Revix Account to settle the OTC trade with the relevant counterparty and Revix shall be entitled to claim any loss, costs or damages from the Account Holder and further Revix shall not be liable for any loss caused to the Account Holder or any party to the transaction as a result of the exercise of the right contemplated herein.

5. Registration

5.1. Log-In credentials

While you may always browse the public-facing pages of the Service without registering, in order to see the status of your investment, including any available performance information, you must create a Revix Account (“Account”), which enables access to our Investor Portal. You may only transact on an Account and access the Investor Portal once you have satisfactorily completed the registration steps as follows:

- 5.1.1. Completion of the Customer registration form found on the Platform,
- 5.1.2. Provided the requisite AML and KYC information alongside any additional information or documents requested by us,
- 5.1.3. Carefully read, understood and agreed to our [Privacy Policy](#), Risk Disclaimers and this Agreement; and
- 5.1.4. We reserve the right to carry out any additional security checks to the extent required by law to ensure all activity on our Platform is lawful. We reserve the right to accept or reject any application for registration at our sole discretion and without notice to you. You will not be permitted to make a deposit under any circumstances until you have been granted access to a verified Account.

5.2. Account security

You are responsible for the security of your Account, and for all activities that occur through the use of your credentials. You agree to notify us immediately at support@revix.com if you suspect or know of any unauthorised use of your credentials.

5.3. Accuracy of information

When creating an Account, you agree to provide true, accurate, current and complete information. You agree to update information about yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove, or reassign certain usernames, emails and personal information in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this Agreement, or an infringement or violation of any third party rights, or of any applicable laws or regulations. If messages sent to the email address you provide are returned as undeliverable, Revix may terminate your Account immediately without notice to you and without any liability to you or any third party.

6. Confirmation of personal information and additional information as required

- 6.1. Account Holders are required to provide personal information and documentation when opening a Revix Account, which personal information we may have verified



through a third-party service. These procedures may require, among others, that mandatory KYC (Know your customer) and/or AML (Anti-money laundering) procedures be followed by Revix in such verification.

- 6.2. An Account Holder's acceptance of these Terms entitles Revix to perform such KYC or other verification procedures, including enhanced due diligence, that it may deem necessary without notice or forewarning to an Account Holder.
- 6.3. Revix also maintains an internal anti-money laundering policy ("AML Policy"). The AML Policy is a risk-based Risk Management and Compliance Program founded on anti-money laundering laws and implementing regulations, and guidance required by such laws. The AML Policy may be updated from time-to-time, including the procedures that we use to verify Account Holders' identities.

7. Restrictions on use of the service

In using our Service, you agree not to:

- 7.1. take any action that imposes an unreasonable load on the Service's infrastructure,
- 7.2. use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service, or any activity conducted on the Service,
- 7.3. attempt to decipher, decompile, disassemble, or reverse engineer any of the software comprising or making up the Service,
- 7.4. delete or alter any material that Revix or any other person or entity posts on the Service,
- 7.5. frame or link to any of the materials or information available on the Service, or download any of our Content,
- 7.6. alter, deface, mutilate, circumvent, or otherwise bypass any approved software through which the Service is made available,
- 7.7. use any trademarks, photographs, or other content belonging to us or obtained from the Service without our express written consent,
- 7.8. provide any false personal information to us,
- 7.9. create a false identity or impersonate another person or entity in any way,
- 7.10. create a new Account with us, if we has previously disabled an Account of yours,
- 7.11. In respect of any Revix Rewards or Promotions available on the Revix Platform, the applicable terms thereof (available here <https://revix.com/terms/promoterms/rewards>) shall apply equally herein. These terms may be amended from time to time and it's the User's sole responsibility to review these terms periodically, and moreover, to be acquainted with the restrictions and consequences of abusing, exploiting and/or



engaging in any suspicious activity in respect of any of the available Revix Rewards or Promotions,

- 7.12. restrict, discourage, or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of that person, or collect information about Users of the Service,
- 7.13. gain unauthorised access to the Service, to other Users' Accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service,
- 7.14. make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service,
- 7.15. interfere with or disrupt the Service, networks, or servers connected to the Service or violate the regulations, policies, or procedures of those networks or servers,
- 7.16. violate any applicable federal, state, or local laws or regulations (including the laws of the jurisdiction in which you are located) or the terms of this Agreement; and
- 7.17. assist or permit any persons in engaging in any of the activities described above.

8. Support for Cryptocurrencies, tokens and/or Crypto Assets

- 8.1. We retain the right, in our sole discretion, to determine whether to support transfer, store or offer a trading pair of a particular Cryptocurrency, token or Crypto Asset and may discontinue or terminate any support of any Crypto Asset at any time for any or no reason. Unless otherwise required by law or law enforcement, we will endeavour to provide reasonable advance notice to an Account Holder of our decision to cease supporting a Crypto asset. If the Account Holder does not transfer the asset out of their Revix Account prior to the cessation of support for such Crypto Asset by us, the funds associated with such Crypto Asset/s may be lost due to the Account Holder's inability to access, transfer or otherwise control it. We will not be liable to the Account Holder for any losses, liability or expenses related to its decision to cease any support for any Crypto Asset.

9. Orders and rebalancing

9.1. General

All Revix Order instructions, rebalancing and associated trades are completed with the intention to be perfectly matched, however, given the inherent volatility in Cryptocurrency markets we cannot guarantee this. Due to trade sizing, some



transactions require rounding in Order to complete a trade instruction. In executing the aforementioned, Revix will utilise and rely on a suite of fiat denominated and fiat backed stablecoins. This suite of USD stablecoins will include, but will not necessarily be limited to: USD Tether (USDT), Binance USD (BUSD), True USD (TUSD) and USD Coin (USDC). Revix will explicitly never use algorithmic stablecoins or stablecoins that have a smaller market capitalisation than \$1Bn. Revix will have the general mandate from you to execute trades, orders and rebalancing to ensure maximum pricing efficiency, and accordingly, Revix will have the discretion to utilise any one stablecoin, or any combination thereof, as may be required in the circumstances. Relevant circumstances include, but are not limited to, the exchange on which instructions are executed, general liquidity and stablecoin trading pair availability. Revix will not under any circumstances utilise or rely on purely algorithmic or undercollateralized fiat denominated stablecoins.

9.2. Risks of slippage

Trade slippage may occur despite our best efforts to ensure accurate trade pricing. Slippage relates to buy, sell and rebalancing trades that are both manual and automatic in nature. In certain instances, slippage losses may occur on behalf of the Customer.

9.3. Recurring Cryptocurrency Transactions.

Subject to availability of this feature on the Revix Platform, if you initiate recurring Cryptocurrency transactions, you authorise us to initiate recurring electronic payments in accordance with your selected Cryptocurrency transaction and any corresponding payment accounts, such as recurring debit or credit entries from or to your linked bank account. Your recurring transactions will occur in identical, periodic instalments, based on your period selection (e.g., daily, weekly, monthly), until either you or Revix cancels the recurring order. If you select a South Africa Bank Account as your payment method for a recurring transaction, and such transaction falls on a weekend or holiday, or after bank business hours, the credit or debit will be executed on the next business day, although the Cryptocurrency fees at the time of the regularly-scheduled transaction will apply. If your Bank is unable to process any electronic debit entry, we will notify you of cancellation of the transaction and may avail itself of remedies set forth in this User Agreement to recover any amount owed to Revix. This authorisation will remain in full force and effect until you change your recurring transaction settings, or until you provide us written notification at support@revix.com. You agree to notify us in writing of any changes in your linked bank account information prior to a recurring transaction. We may, at any time, terminate recurring transactions by providing notice to you.

9.4. Orders

All Orders are conducted in accordance with the electronic instructions issued by Users through the Platform. By using the Revix Platform, You agree to the following:

- 9.4.1.** You acknowledge and unconditionally consent to Revix processing a transaction for the use of the Revix Platform; and



- 9.4.2.** You authorise Revix to transfer any deposited assets and/or funds to an offshore jurisdiction if needed, in order to enable us to act on your instructions with regard to transacting on our platform.
- 9.4.3.** You enable and provide consent to us to:
- 9.4.3.1.** act as a digital agent and deal on your behalf,
 - 9.4.3.2.** purchase or sell the Cryptocurrencies on your behalf,
 - 9.4.3.3.** Bundle transactions with other Clients,
 - 9.4.3.4.** authorise any transaction that may be required to purchase or sell the Cryptocurrencies,
 - 9.4.3.5.** rebalance and reconstitute your Bundle holdings,
 - 9.4.3.6.** perform the Services under this Agreement; and
 - 9.4.3.7.** enter into transactions on your behalf in order to fulfil our obligations.

9.5. Irreversibility of transactions

Each Order entered on the Platform is irrevocable and binding on the Customer. We cannot and will not reverse an Order to the extent that it has been matched with one or more other Orders.

9.6. Matching of Orders

When a User makes an Order, that Order is “matched” with an available Order in our Global Matching Liquidity Pool. The matching of Orders is subject to the following:

- 9.6.1.** The Platform will only perform full/complete Orders. There will be no partial Order fills. An Order that you make will be executed at the best available price that can be obtained.
- 9.6.2.** Where an Order has not been matched, we may in our sole and absolute discretion cancel the Order.
- 9.6.3.** We shall at all times be entitled to operate on the basis that each Order is correct and does not contain any errors.
- 9.6.4.** Each Order will be confirmed to the Customer using the Platform’s record-keeping functionality which can be viewed by the Customer using the Customer’s Account Portal.
- 9.6.5.** We record the details of every Order undertaken for a Customer including the tracking numbers of all Cryptocurrency provided to a Customer.



9.6.6. Revix has the right at any time to refuse to accept a Customer's Order without any liability.

9.7. Rebalancing and Reconstitution

We reserve the right to periodically rebalance Your Bundles according to our Bundle Methodology or at our sole discretion. In extreme circumstances, We reserve the right to halt or alter the rebalancing procedure at our sole discretion. Any rebalancing trades will be executed at market prices.

9.8. Erroneous account crediting

In the instance where you ascertain that your Revix Account has been erroneously credited (including but not limited to a Standalone Asset, Crypto Bundle or Fiat Currency), you agree to advise us of this as soon as reasonably possible to allow us to investigate, and if deemed necessary, debit your Revix Account in order to correct the error.

9.9. Bank cut-off times

By using the Platform, you agree and acknowledge that banks have cut-off times, after which they will not accept same-day payment instructions. It is your sole responsibility to make yourself aware of and comply with any applicable cut-off times.

10. Fees

10.1. General

In general, Revix makes money when you purchase or sell Cryptocurrency on our Site. By using Revix Services you agree to pay all applicable fees. A full list of Revix Fees can be found at www.revix.com/fees. Revix may charge a fee payable by the User to Revix. All Fees defined above are paid to Revix in the form of the Fiat Currency or the Cryptocurrencies applicable to that particular transaction.

There are four types of Fees:

- 10.1.1.** a **deposit fee**, payable whenever a deposit in a fee bearing Fiat Currency or deposit method is completed, this is usually defined as a fixed amount or percentage of the transaction value,
- 10.1.2.** a **trading fee**, payable on the purchase and sale of each Cryptocurrency or Crypto Bundle, that is normally defined as a percentage of the total transaction value or as an absolute minimum trading fee,
- 10.1.3.** a **rebalancing and reconstitution fee**, payable whenever a Crypto Bundle is rebalanced or reconstituted, that is defined as a percentage of the transaction value, and



10.1.4. a **withdrawal fee**, payable whenever a withdrawal is completed, that is defined as a fixed amount or percentage of the transaction value.

10.2. Withdrawal Fees

We shall make withdrawal payments to you in full less any Fees (as defined on our [fees page](#)) unless:

10.2.1. we are required by law to deduct sums in respect of taxation, or

10.2.2. we are or we will be owed amounts which are incurred in respect of transfer charges that may be levied.

10.3. Right to amend fee structure

Revix reserves the right to change the fees from time to time at our sole discretion.

11. Funding

11.1. In order to transact on our Platform, an Account Holder must first fund their Account. The digital currencies accepted on the Website may either be Cryptocurrencies or Fiat currency in digital form, as accepted by us from time to time.

11.2. We do not permit any Account Holder to fund their Account by means of a cash deposit or cheque deposit. In this regard, should an Account Holder attend to depositing funds by means of cash or cheque via a digital transfer through an ATM or other digital payment service, Revix shall charge a handling fee calculated as 20% of the total amount deposited. We also may charge to the Account Holder any and all bank fees incurred as a result of the funding.

11.3. An Account Holder may receive Crypto Assets into their Revix Account by using the Cryptocurrency address that is generated when selecting a Cryptocurrency to deposit. We are not responsible for any Cryptocurrencies that are sent to the incorrect address.

11.4. Depositing a Fiat Currency into your Revix Account shall only be permitted from a bank account held in your name, as Registered and Verified Account Holder by way of bank transfer, or certain credit and debit cards, as permitted by us from time to time.

11.5. Prior to funding your Account with Fiat Currency, you shall first obtain a deposit reference code to be used as a reference that the funds may be identified and allocated to your specific Account. We take no responsibility for the incorrect allocation of funds in the event that the funding code is omitted or recorded incorrectly.



Withdrawals

- 11.6.** You, as an Account Holder, can withdraw Cryptocurrencies by transferring them from its Revix Account to an address not controlled by us. We are not able to reverse any transfers and will not have any responsibility or liability if the Account Holder has sent a Cryptocurrency to an incorrect address, improperly formatted, erroneous or intended for a different Cryptocurrency.
- 11.7.** In order to withdraw Fiat Funds from your Revix Account, when, if and where permitted, an Account Holder will be required to create a Linked Bank Account which is required to be held in the name of the Account Holder. You may then withdraw Fiat Funds from your Revix Account into your Linked Bank Account.
- 11.8.** Under no circumstances shall an Account Holder be permitted to withdraw Cryptocurrencies or Fiat Funds into an External Linked Bank Account or crypto Address which appears on a prohibited list, such as a government or international body sanctions list.
- 11.9.** Under no circumstances shall an Account Holder be permitted to withdraw Fiat Funds into an External Linked Bank Account that is not registered to the Revix Account Holder.
- 11.10.** We will process withdrawals when requested by the Account Holder shortly after receipt of the requested withdrawal.
- 11.11.** The Account Holder shall be responsible for:
- 11.11.1.** paying all fees charged by any third-party service provider associated with any Linked Bank Account or External Address as well as for paying any fees charged by us for any transfer or service provided. We reserve the right to change or update our fees at any time and will update these fees at the aforesaid link as and when may be required in its sole and absolute discretion. Cryptocurrency deposits from an external wallet to fund a Revix Account may incur substantial transaction or mining fees prior to reaching your Revix Account. These fees are not charged or levied by us and are borne solely by the sender and are subject to change without notice. We do not accept any responsibility for network-related charges,
 - 11.11.2.** ensuring that any deposits or withdrawals are handled in compliance with Revix requirements or third party service provider requirements,
 - 11.11.3.** ensuring that the address to which any Cryptocurrency is to be transferred is properly formatted and suitable for the Cryptocurrency being transferred, and
 - 11.11.4.** ensuring that there are no errors in any of the deposit or withdrawal instructions. In the event that an Account Holder fails to comply with any of these requirements the transferred Cryptos may be permanently lost.



11.12. Revix may impose limits on the amount of any deposits or withdrawals, or suspend or terminate the ability to transfer Cryptocurrencies into or out of an Account Holder's Revix Account in order to comply with applicable laws or regulations, an order from law enforcement or other governmental authority, or otherwise at Revix's discretion.

11.13. Use of external entities

For certain countries, Revix may use external entities, which may or may not be affiliated with Revix, for the purposes of successfully exchanging and/or trading Fiat Currency to Cryptocurrency, or vice versa, in order to fulfil your Order to withdraw from your Account.

11.14. Payment deductions

We shall make payments in the relevant Fiat Currency and Cryptocurrency to you and shall credit your Account in full unless:

11.14.1. it is required by law to deduct sums in respect to taxation, or

11.14.2. we are owed amounts which are incurred through transfer charges that may be levied.

11.15. Acceptance of Responsibility

By using the Revix Platform, you agree to the following:

11.15.1. You warrant that you are fully responsible for any Cryptocurrency wallet that you have linked to your Revix Account for the purposes of receiving Cryptocurrency withdrawn from the Platform, and

11.15.2. You warrant that you are fully responsible for any Cryptocurrency wallet that you use for the purposes of sending Cryptocurrency deposited to your Revix Account. If you receive a deposit that you did not initiate, you must inform us at the first available opportunity after becoming aware of the deposit.

12. Revix Rewards

We offer a rewards programme that enables verified customers to earn Points that are redeemable for Bitcoin at predefined intervals. The terms for the Revix Rewards programme can be viewed via the following link:

<https://revix.com/terms/promoterms/rewards>.

We may, from time to time, offer once off rewards or other promotional programs. These programs are subject to separate terms that can be found at <https://revix.com/terms/promoterms>. We reserve the right to offer promotional programs at our sole discretion.



13. No financial advice

Under no circumstances does any information contained on the Revix Website or application, or information provided to you through your Revix Account by any means or by any employee, agent or affiliate of Revix, constitute financial, investment or other professional advice.

You are solely responsible for any decisions to buy, sell or store Cryptocurrencies. Any such decisions ought to take into account your risk tolerance and financial circumstances. Always consult your legal or tax professional in relation to your specific situation.

14. Customer representations

14.1. Acknowledgement of risk

14.2. Warrant

You represent and warrant as at the date of each transaction that:

- 14.2.1. you are acting as principal in respect of the Order and are not acting for another person,
- 14.2.2. you have full power and authority to enter into the Order and are the beneficial owner of all monies paid or to be paid free from any charge or encumbrance,
- 14.2.3. the information provided by you in relation to the Order (and all KYC and AML documentation provided by you) is, at the time of the Order, complete, accurate, current and not misleading and that any further information requested by us is complete, accurate, current and not misleading in all material respects,
- 14.2.4. you have not relied upon any representation or warranty given by any other person (including without limitation Revix) in entering into the Order, and
- 14.2.5. if you are married in community of property, or become married in community of property, or any similar marital status, you confirm and warrant that your spouse is aware of the implications of using Our Platform. We will not be held liable for any ultra vires or unapproved actions, including if Cryptocurrencies are purchased or sold without proper marital consent.

14.3. Commingling and segregation of Cryptocurrencies

In order to securely custody assets, Revix may use shared blockchain addresses, controlled by Revix, to hold Cryptocurrencies held on behalf of customers and/or held



on behalf of Revix. Although we maintain separate ledgers for Customer and Revix accounts, Revix shall have no obligation to segregate by blockchain address Cryptocurrencies owned by you from Cryptocurrencies owned by other customers or by Revix. You acknowledge that Cryptocurrencies held by Revix may be lent, pledged, hypothecated, invested, used, commingled or deposited with counterparties (including but not limited to crypto asset exchanges) where we will reasonably endeavour to prevent losses to the Crypto assets we hold on your behalf. By transferring Cryptocurrencies to us and/or custodial Cryptocurrencies with us, or otherwise using the Services, you will not be entitled to any profits or income we may generate from any subsequent use of your Cryptocurrencies. You agree and acknowledge that you are exposed to the possibility that Revix may become unable to repay its obligations to you in part or in full, in which case any Cryptocurrencies in your Revix Account may be at risk of partial or total loss.

14.4. Fiduciary rights

You shall have no fiduciary rights or claims against Revix's banking partners, Cryptocurrency exchanges, or e-wallet service providers in respect of any of our funds held in such accounts.

14.5. Fiat interest payments

You acknowledge that Revix is under no obligation to pay interest on any fiat funds held on your behalf in any Account.

15. Your conduct

By using the Revix Platform in any capacity, you agree to the following:

15.1. Malware

You agree not to upload, post, email or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Platform.

15.2. Password protection

You agree and undertake to keep your username and password confidential, not to disclose your password to any other person and not to permit any other person to log in to the Platform using your username and password.

15.3. Networks and Servers

You agree not to interfere with the servers or networks connected to the Platform or to violate any of the procedures, policies or regulations of networks connected to the Platform, including these Terms of Service.

15.4. General

You also agree not to:



- 15.4.1.** attempt to reverse engineer or sell, export, licence, modify, copy, distribute or transmit the Revix Platform to any third party, or jeopardise the correct functioning of the Platform, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Platform,
- 15.4.2.** attempt to gain access to secured portions of the Platform to which you do not possess access rights,
- 15.4.3.** impersonate any other person while using the Platform,
- 15.4.4.** conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Platform,
- 15.4.5.** resell or export the software associated with the Platform,
- 15.4.6.** use the Platform to generate unsolicited advertisements or spam; or
- 15.4.7.** use any automatic or manual process to search or harvest information from the Platform, or to interfere in any way with the proper functioning of the Platform.

16. Restriction, suspension and termination

By using and accessing our Platform, you agree that we reserve our sole and absolute discretionary rights to:

- 16.1.** Refuse, prevent or revoke your access to the Platform in accordance with applicable laws for any reason at any time including but not limited to a preliminary finding that you've used your account in a fraudulent manner.
- 16.2.** Suspend, amend, disable or terminate your Account without giving you any reason.
- 16.3.** Cancel or amend any Order without prior notice to you. Where an Order is cancelled or amended, we will effect a refund as deemed appropriate in our sole discretion.
- 16.4.** Amend or update the Platform, fees, billing methods, Risk Disclosures, rates, prices and these Terms.
- 16.5.** Report you to the relevant authorities or other judicial body if we believe that your conduct whether in using the Platform, making an Order for any goods or otherwise is or may be unlawful.

17. Intellectual property rights

17.1. Licence



Our Platform and Service made available to you via the Website, the Mobile Application, or any other applicable avenue, is strictly licensed and not sold to you, and may accordingly only be used by the Customer subject to these Terms, and any other terms which the Customer agrees to by virtue of accessing the Website and Portal, and which other terms are published and made available on the Website, and where applicable, on the Mobile Application. Subject to your complete and ongoing compliance with this Agreement, we will grant you a personal, limited, revocable, non-transferable licence to access and use our Service solely for your personal use as permitted by this Agreement.

17.2. Content

The content that you may access on or through our Service, including, without limitation, any text, graphics, photos, software, and interactive features, may be protected by copyright or other intellectual property rights and owned by us or one of our third party licensors. You may not copy, reproduce, upload, republish, transmit, create derivative works of, publicly perform, or distribute any materials from our Service in any way without prior express written permission from a Revix team member. You may not modify or use any materials obtained from or available through our Service.

17.3. Marks

The trademarks, design marks, service marks and logos used and displayed on our Service are our registered and unregistered trademarks or service marks. Other product and service names located on the Service may be trademarks or service marks owned by third parties. Nothing on the Service or in this Agreement should be construed as granting by implication, estoppel, or otherwise, any licence or right to use any trademark displayed on this Service without our prior express written consent. You may not use the Trademarks to disparage Revix or the applicable third party or in any manner, using commercially reasonable judgement, that may damage any goodwill in the Trademarks. You may not use any trademarks as part of a link to or from any service without our prior express written consent.

18. Rectification of errors in transactions

- 18.1.** We may, at its option and discretion, attempt to correct, reverse or cancel any withdrawal, deposit, transfer, purchase or sale transaction with respect to which we have discovered that there was an error, whether such error was by you, us or a third party. The Account Holder hereby authorises us to attempt any such correction, reversal or cancellation as contained herein. We provide no guarantee or warranty that any such attempt will be successful and will have no responsibility or liability for the error or any correction attempt.



19. Default of agreement

19.1. General

Without limiting any other provision contained herein, we reserve the right to terminate, close out or reverse an Order without notice to you if:

- 19.1.1. you materially breach any of these Terms of Service or fail to comply with your obligations to us or are in breach of any statute, regulation, rule or guideline applicable to you or us, or
- 19.1.2. it becomes or may become unlawful for us to maintain or give effect to all or any of the obligations under these Terms or otherwise to carry on our business or if we are requested to close out an Order by any regulatory authority whether or not the request is legally binding or we, in our sole and absolute discretion, consider it desirable or necessary to do so for your own protection, or
- 19.1.3. in the event that you become unable to meet your obligations as they become due or have a bankruptcy petition or similar action presented against you or you propose a form of compensation arrangement to your creditors or if you cease or threaten to cease all or part of your business, or
- 19.1.4. any of the events specified above or anything comparable thereto occurs under the laws of any applicable jurisdiction.

20. Security and asset custody

Although we have taken measures to protect the information and Accounts of all our Users, we will not be responsible for any loss or consequences caused by your failure to comply with the below Account Security provisions.

20.1. Key storage

Where applicable, we securely store your private keys using industry standard practices. As a result of our security protocols, it may be necessary for us to retrieve private keys or related information from offline storage in order to facilitate a transaction in accordance with your instructions, and you acknowledge that this may delay the initiation or crediting of such transaction.

20.2. Third-party access

Whilst we have implemented commercially reasonable technical and organisational measures to secure your personal information from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat these measures. You acknowledge that you provide your personal information at your own risk. Full details may be found on our [Privacy Policy](#) page.

20.3. User risks

We implement industry standard protections. Nevertheless, there are account-level risks that are created by individual user actions. We accept no liability for user-level



risks. By using our Platform, you agree to independently take safety precautions to protect your own Account and Personal Information.

20.4. Sharing passwords

You shall be solely responsible for the safekeeping of your Revix Account, password and relevant details and for all activities under your Revix Account.

20.5. Account use

You are the only person who may use and operate your Account. We reserve the right to suspend, freeze or cancel Accounts that are used by persons other than the persons whose names they are registered under. Accordingly, we will not take legal responsibility for these Accounts.

20.6. Other

You hereby agree that:

- 20.6.1.** You will notify us immediately if you are aware of any unauthorised use of your Revix Account by any person or any other violations to the security rules,
- 20.6.2.** You will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the Website/Services, and
- 20.6.3.** You will log out from the Website by taking proper steps at the end of every visit.

21. Account use and limited licence

21.1. You are the only person who may use and operate your Account. We reserve the right to suspend, freeze or cancel Accounts that are used by persons other than the persons whose names they are registered under. Accordingly, we will not take legal responsibility for these Accounts.

21.2. We grant you a limited, nonexclusive, non transferable licence, subject to the terms of this Agreement, to access and use the Revix Services, Revix Site, and related content, materials, information (collectively, the "Content") solely for purposes approved by Revix from time to time. Any other use of the Revix Site or Content is expressly prohibited and all other right, title, and interest in the Revix Services, Revix Site or Content is exclusively the property of Revix and its licensors. You agree you will not copy, transmit, distribute, sell, licence, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part without the prior written consent of Revix. "Revix.com", "Revix", and all logos related to the Revix Services or displayed on the Revix Site are either trademarks or registered marks of Revix or its licensors. You may not copy, imitate or use them without Revix's prior written consent.



22. Cryptocurrency title

22.1. All Cryptocurrencies held in your Account are custodial assets held by Revix for your benefit. Among other things, this means that:

22.1.1. Title and associated risks

Your title to any Cryptocurrency shall at all times remain with you and shall not transfer to Revix. As the owner of Cryptocurrencies in your Revix Account, you shall bear all risk of loss of such Cryptocurrency. We shall not have any liability for fluctuations in the Fiat Currency value of Cryptocurrencies held in your Revix Account. Revix shall have no liability for Cryptocurrency fluctuations. None of the Cryptocurrencies in your Revix Account are the property of Revix. Revix does not represent or treat assets in a User's Revix Account as assets in which Revix has legal ownership. Except as required by a facially valid court order, or except as otherwise provided herein, Revix will not sell, or otherwise alienate the Cryptocurrency in your Revix Account unless instructed by you.

22.1.2. Control

You control the Cryptocurrencies held in your Account. At any time, subject to outages, downtime, exchange control, travel rule compliance and other applicable policies or laws, you may withdraw your Cryptocurrency by sending it to a different blockchain address provided that is managed and controlled by you.

22.1.3. Blockchain addresses

In order to securely custody assets, we may use shared blockchain addresses, controlled either directly by us or an affiliated entity held on behalf of you and/or held on behalf of us. We shall not have any obligation to segregate Cryptocurrencies owned by you from Cryptocurrencies owned by other Customers or by any affiliate of Revix using blockchain address.

23. Consent to electronic communications

By using the Service, you consent to receiving certain electronic communications from us as further described in the [Privacy Policy](#). Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications relating to the Service or this Agreement that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

24. Privacy and data protection

You provide us with information when you register for an Account. We collect information relating to you, for example on your usage and purchase history. Any information that



you submit or that we collect when you are using the Platform is subject to our [Privacy Policy](#), the terms of which are hereby incorporated into these Terms.

After you have withdrawn your full funds balance from your Revix account your account data, including transaction histories, will remain accessible for the period of 5-years. Thereafter, your personal data may be deleted and removed from our database.

25. Feedback and complaints

Revix continually seeks to evaluate and develop our product and welcome feedback from the user community. Any feedback submissions made to Revix or our employees about any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “Feedback”) are subject to the following terms, regardless of the contents of any accompanying communications. Accordingly, by sending Feedback to us, you agree that:

25.1. Obligations

We have no obligation to review, consider, or implement your feedback, or to return to you all or part of any feedback for any reason.

25.2. Non-confidentiality

Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way, and

25.3. Permissions

You irrevocably grant us perpetual and unlimited permission to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit from external sites, and otherwise exploit and use the feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody feedback, whether in whole or in part, and whether as provided or as modified.

25.4. Complaints

If you feel dissatisfied with any aspect of our service, then in the first instance please contact us at support@revix.com or send a letter to the following address: Revix Suite 602, The Equinox, 156 Main Road, Sea Point, Cape Town, 8005, Western Cape, South Africa.



We will carry out an independent investigation of your complaint subject to the Revix Treating Customers Fairly (TCF) policy (as amended from time to time) and the Revix Complaints Management Policy. Please note that we have adopted the TCF standards. TCF is an outcomes based regulatory and supervisory approach designed to ensure that regulated financial institutions, including financial services providers (including CASPs) deliver specific, clearly set out fairness outcomes for financial customers.

26. Dispute resolution

26.1. Generally

In the interest of resolving disputes between you and Revix in the most expedient and cost effective manner, you and Revix agree that any dispute arising out of or related to this Agreement or your use of the Service will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This Agreement to arbitrate disputes includes all claims arising out of or in any way related to this Agreement or your use of the Service, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. You understand and agree that, by entering into this Agreement, you and Revix are each waiving the right to a trial by jury or to participate in a class action and that this Agreement shall be subject to, governed by and construed in accordance with English law and the arbitration act of 1996.

26.2. Exceptions

Notwithstanding Section 26.1 above, you and Revix agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents.

26.3. Arbitrator

Any arbitration between you and Revix will be governed by the Arbitration Act of 1996 and any **other relevant legislation** (collectively, " Arbitration Rules") of the relevant authority designated solely by Revix, at the point of a declaration of a dispute by either party.

26.4. Notice Process

You and Revix further agree:

26.4.1. to attempt informal resolution prior to any demand for arbitration,

26.4.2. that any arbitration will occur in England, United Kingdom,



26.4.3. that arbitration will be conducted confidentially by a single arbitrator, and

26.4.4. that the courts in England, United Kingdom have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of the United Kingdom, without giving effect to any conflict of law principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Revix will not commence against the other class action, class arbitration or any other representative action or proceeding.

26.5. Jurisdiction

Any dispute or claim arising out of or in connection with such matters, including non-contractual disputes or claims, will be subject to the exclusive jurisdiction of the courts of England.

26.6. No Class Actions

You and Revix agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and Revix agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

26.7. Modifications to this Arbitration Provision

Except as otherwise provided in this Agreement, if Revix makes any future change to this arbitration provision, other than a change to Revix's address for notice, then you may reject the change by sending us written notice within 30 days of the change to Revix's address for notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Revix.

26.8. Enforceability

If any court or competent authority decides that any part of these Terms are invalid, unlawful or unenforceable to any extent, such term/s shall to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.



27. Limitation of liability and disclaimer of warranties

- 27.1.** The provisions in this section 27 apply to the fullest extent permitted by law. Revix, and their respective Affiliates, officers, directors, employees, agents, suppliers and licensors (collectively, “Revix parties”) make no warranties or representations about the Service and any content available on the Service, including, but not limited to, the accuracy, reliability, completeness, timeliness, or reliability thereof. Revix parties will not be subject to liability for the truth, accuracy, or completeness of any content or any other information conveyed to any User, or for errors, mistakes or omissions therein, or for any delays or interruptions of the data or information stream from whatever cause. To the fullest extent permitted by law, as a User, you agree that you use the Service and any content at your own risk.
- 27.2.** We do not warrant that our Service will operate error free.
- 27.3.** The Service and all content are provided on an “as is” and “as available” basis without any warranties of any kind. To the fullest extent permitted by law, we disclaim all warranties, including, but not limited to, the warranties of title, merchantability, non-infringement of third party rights, and fitness for a particular purpose.
- 27.4.** In no event will any Revix party be liable for any special, indirect, punitive, incidental, or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from, or in connection with, the use or inability to use the Service and any content, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if such Revix party has been advised of the possibility of such damages

28. Third party services and disputes

- 28.1.** The Revix Platform is integrated with several external third party service providers, including but not limited to, AML compliance service providers and payment processing service providers. By agreeing to these Terms, you are also agreeing to the relevant terms of service of any of our third party service providers. Where appropriate, we will point out prominent service providers to you during the sign-up process and/or at the point where the User is going to engage such services i.e. at the point of initiating a payment transaction using a third party service provider. We are not obligated to provide a direct link to you of the relevant terms of service. When Revix highlights certain service providers, it is for your convenience as a User of the Platform.
- 28.2.** Notwithstanding the above, and without detracting from the generality of clause 28.1 above, any User of the Revix Platform that makes use of the payment services of “Stitch,” agree to, and shall have their rights and obligations in respect of the services offered by Stitch, governed and regulated by the Stitch terms of service. These terms are publicly available directly on the Stitch [website](#). Revix is and shall not be responsible for the services rendered by Stitch. Stitch has been integrated into the



Revix Platform for the sole benefit of the User by providing the User with a convenient payment processing service, and accordingly, the reliance on Stitch for payment processing on behalf of the User shall be at the sole and exclusive risk of the User, and not Revix.

- 28.3.** Revix is not affiliated with any third party service provider, or other third party service, and any dispute you have with any service provider, third party service, or other third party, including, without limitation, any other User of the Service, is directly between you and such third party, and, to the fullest extent permitted by the law, you irrevocably release Revix Parties from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

29. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless Revix Parties from and against any claims, actions, or demand, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use, or misuse of Revix Content or the Service. Revix will provide notice to you of any such claim, suit, or proceeding. Revix reserves the right to, at your expense, assume exclusive defence and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Revix's defence of such matter, you shall at all times have the option to participate in the matter or litigation other than those governed by [Section 22](#) of this Agreement, including, but not limited to, participation through counsel of your own selection, if desired, at your own expense.

30. Termination of this agreement

- 30.1.** Revix reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Service at any time and for any reason without prior notice or liability. Revix also reserves the right to change, suspend, or discontinue all or any part of the Service at any time without prior notice or liability.

31. Customer feedback, Queries and Complaints

If you would like to contact us in connection with your use of the Service, please contact us by email at support@revix.com.

32. Disclaimer

- 32.1.** Before deciding to invest in a specific Cryptocurrency and/or Bundle, Investors should consider all information about the Crypto Product, trading history, risk profile, fees, other pertinent information and their entire financial situation. In doing so, you



should bear in mind all aspects and factors including, but not limited to, the risk nature of the Crypto Product and their investment objectives.

- 32.2.** When using Cryptocurrencies or Bundles, you are aware that neither is a regulated investment product offered by Revix. A Bundle is not categorised under any investment services in the currently valid and applicable legislation. Revix does not provide any investment advice nor any investment recommendation within its Cryptocurrencies service. You are using Revix at your own risk and Revix and its Affiliates, employees and Users will not be liable for any losses that you may sustain as a result of you using Cryptocurrency related products. Revix does not guarantee the future performance of your investment, any specific level of performance and the success of any Cryptocurrency. Investment strategies are subject to various market, currency, economic, political and business risks. Investment decisions may not be profitable and may result in the loss of your entire invested amount. Past performance is not a guarantee or prediction of future performance.
- 32.3.** In making a decision to invest in a Cryptocurrency, you understand that investing in Cryptocurrencies is highly speculative and that you could sustain significant losses. Please note that we are unable to provide any guarantee as to the performance of any particular investment, portfolio or strategy. You as an investor remain, at all times, solely responsible for both monitoring, selecting and assessing the suitability of the Cryptocurrencies you invest in and the overall performance of the asset(s).
- 32.4.** To the fullest extent permissible by law, neither Revix nor any of our Affiliates will be liable for (i) any loss that you may suffer due to a Bundle that you elected to invest in or (ii) specifically any loss arising from any investment decision made or other action taken or omitted in good faith by any Crypto Bundle Manager. Nothing in these Terms will waive or limit any rights that you may have under any applicable laws which may not be waived or limited.

33. Risks

- 33.1.** The trading of goods and products, real or virtual, as well as virtual currencies involves significant risk. Prices can and do fluctuate on any given day. Due to such price fluctuations, you may increase or lose value in your assets at any given moment. Any currency - virtual or not - may be subject to large swings in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling or trading anything on a market.
- 33.2.** Bitcoin trading also has special risks not generally shared with official currencies or goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, Bitcoin is a unique kind of "fiat" currency, backed by technology and trust. There is no central bank that can take corrective measures to protect the value of Bitcoins in a crisis or issue more currency.



- 33.3.** Instead, Bitcoin is an as-yet autonomous and largely unregulated worldwide system of currency firms and individuals. Traders put their trust in a digital, decentralised and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity.
- 33.4.** Bitcoin trading is probably susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse demand relative to supply. For example, confidence might collapse in Bitcoin because of unexpected changes imposed by the software developers or others, a government crackdown, the creation of superior competing alternative currencies, or a deflationary or inflationary spiral. Confidence might also collapse because of technical problems: if the anonymity of the system is compromised, if money is lost or stolen, or if hackers or governments are able to prevent any transactions from settling.
- 33.5.** There may be additional risks that we have not foreseen or identified in our Terms of use.
- 33.6.** You should carefully assess whether your financial situation and tolerance for risk is suitable for buying, selling or trading Bitcoins.
- 33.7.** We use our banking providers in order to receive client monies and to make payments. Our banking providers DO NOT transfer Bitcoins, exchange Bitcoins, or provide any services in connection with Bitcoins.

34. Regulatory status

- 34.1.** Revix is a Crypto Asset Service Provider (CASP) as defined by the Crypto Assets Regulatory Working Group (CAR-WG). CAR-WG is a working group constituted by the intergovernmental forum the Intergovernmental Fintech Working Group of South Africa (IFWG). Revix is subject to the interim regime set out by the Financial Sector Conduct Authority (FSCA) in October 2022 (“**the Interim Period**”). Revix complies with the exemption conditions that apply to CASPs during the Interim Period and is accordingly lawfully conducting business in the Republic of South Africa. Due to the rules of the Interim Period, Revix is not permitted to apply for authorisation in respect of Crypto Assets prior to 1 June 2023. Accordingly, although Revix is not an authorised Financial Service Provider, it is a lawful CASP subject to the supervision and oversight of the FSCA as set out in the FSCA’s declaration, notice policy position and communique of October 2022. Revix is registered with the Financial Intelligence Centre of South Africa as a reporting institution in respect of Cash Threshold Reporting (CTR). Revix is also an Accountable Institution as defined in the Financial Intelligence Centre Act of South Africa (FICA) (effective 22 December 2022). As aforementioned, Revix maintains a bespoke RMCP that applies a Risk Based Approach to Anti-Money Laundering (AML) and Combating the Financing of Terrorism (CFT). The applicable RMCP meets the stringent standards set by the Financial Action Task Force (FATF) in respect of customer due diligence, enhanced due diligence, transaction monitoring, case management and the general mitigation of money laundering and CFT related risks. Revix does not provide any authorised financial services, such as investment services, fund management, portfolio

management or investment advice.. Revix is further not responsible for a User's compliance with the applicable exchange control laws in the Republic of South Africa. Revix will closely follow changes in legislation in the jurisdictions that concern its operations, and make the appropriate changes to ensure the uninterrupted provision of its Service and the ongoing availability of any of its Crypto Products on the Revix Platform. By agreeing to this Agreement, Users expressly acknowledge the inherent risk of regulatory changes, and accordingly, Revix shall take whatever steps are required of it to comply with applicable laws, and shall not be liable to Users for any losses suffered by Users pursuant to steps taken by Revix to comply with laws applicable to its business.

- 34.2.** This document and/or any other document produced and signed by Revix, as well as the Website, the Platform, and any of their content, does not constitute an offer or solicitation to sell shares or securities.
- 34.3.** None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended. Revix services and the Website and the Platform are not, do not offer, and shall not be construed as investment or financial products, but as a software application.
- 34.4.** Revix undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorised financial institutions.

35. Tax treatment

- 35.1.** All your factual and potential tax obligations are your concern, and Revix is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited to what kind of filing or reporting is required of you by the competent tax authority or which taxes and to what extent you are obliged to pay.
- 35.2.** All fees and charges payable by you are exclusive of any taxes, and if certain taxes are applicable, they shall be added on top of the payable amounts. Upon our request, you agree to provide us with any information we request to determine whether we are obligated to collect VAT from you, including but not limited to your VAT identification number. If any deduction or withholding is required by law, you will be required to notify us and pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, is equal to the amount we would have received if no deduction or withholding had been required. Additionally, you agree to provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.



36. Death of the account holder, unclaimed property and Limitation of Liability

36.1. Death of the account holder

For security reasons, if we receive legal documentation confirming your death or other information leading us to believe you have died, we will freeze your Revix Account and during this time, no transactions may be completed until: (i) your designated fiduciary has opened a new Revix Account, as further described below, and the entirety of your Revix Account has been transferred to such new account, or (ii) we have received proof in a form satisfactory to us that you have not died. If we have reason to believe you may have died but we do not have proof of your death in a form satisfactory to us, you authorise us to make inquiries, whether directly or through third parties, that we consider necessary to ascertain whether you have died. Upon receipt by us of proof satisfactory to us that you have died, the fiduciary you have designated in a valid Will or similar testamentary document will be required to open a new Revix Account. If you have not designated a fiduciary, then we reserve the right to (i) treat as your fiduciary any person entitled to inherit your Revix Account, as determined by us upon receipt and review of the documentation we, in our sole and absolute discretion, deem necessary or appropriate, including (but not limited to) a Will, a living trust or a Small Estate Affidavit, or (ii) require an order designating a fiduciary from a court having competent jurisdiction over your estate. In the event we determine, in our sole and absolute discretion, that there is uncertainty regarding the validity of the fiduciary designation, we reserve the right to require an order resolving such issue from a court of competent jurisdiction before taking any action relating to your Revix Account. Pursuant to the above, the opening of a new Revix Account by a designated fiduciary is mandatory following the death of a Revix Account owner, and you hereby agree that your fiduciary will be required to open a new Revix Account and provide the information required under Section 2 of this Agreement in order to gain access to the contents of your Revix Account.

36.2. Unclaimed Property

If Revix is holding funds (whether fiat currency or Cryptocurrency) in your account, and Revix is unable to contact you and has no record of your use of the Services for several years, applicable law may require Revix to report these funds (including fiat currency and Cryptocurrency) as unclaimed property to the applicable jurisdiction. If this occurs, Revix will try to locate you at the address shown in our records, but if Revix is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property.

36.3. Limitation of Liability and No Warranty

IN NO EVENT SHALL REVIX, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY



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