



# Terms of Service

These Terms of Service (also known as Terms of Use and Terms and Conditions) are effective as of: 01 April 2019 ("Effective Date"). Please read these terms carefully before browsing our website. Your continued use of our website indicates that you have read and accepted these terms.

This agreement (the "Agreement") is for customers who are based outside the United States of America. Headings throughout this Agreement are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section.

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## 1. Understanding & acceptance of Terms

Welcome to the Revix revolution.

The following Terms and Conditions and Privacy Policy (together, the “Terms”) apply to any person that registers for and/or opens a Revix Account through [www.revix.com](http://www.revix.com) or any associated mobile applications or website (together, the “Revix Site” or “Site”).

The following Terms and Conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Service”), set forth the Agreement (“Agreement”) that governs your access to and use of the services provided by Revix UK Limited and its affiliates (collectively, “Revix” as defined in [2 below](#)). For the purposes of these Terms, any reference to “we” “us” “our” “Revix” and/or any similar term shall be construed as a reference to Revix UK Limited and its affiliates.

As this is a legally binding contract, please carefully read through this Agreement before using any of our Services. Any continued use of the our Site indicates that you have both read and accepted these terms. If you do not accept all these terms you will not be able to use the Platform and Site. By registering, accessing or using the Platform and Site, you have agreed to the Terms of Service as laid out in this Agreement. If you disagree with this Agreement, please stop using the Platform, Site and Services.

You must meet certain eligibility criteria to use the Platform and Services. You must be an adult (over the age of 18) and there are certain locations from which you may not be able to use some or all of our Services. Additionally, there are certain things you cannot do when using the Platform, such as engaging in illegal activities, lie, or do anything that would cause damage to our services or systems.

Unless the section expressly states otherwise all sections of these Terms are applicable to all users. By using any services (“Services”) made available through Revix’s Site you agree that you have read, understood and accepted these Terms of Service, as well as our [Privacy Policy](#). For more information on Revix, you can refer to the company information found on the [Site](#). If you have questions regarding this Agreement, please feel free to contact support for clarification at [support@revix.com](mailto:support@revix.com).

## 2. Definitions

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

- 2.1. **“Account”** or **“Revix Account”** means the account of a Customer with Revix which is created when a Customer registers with us by completing the

registration form available on the Platform and agreeing to all the Terms herein. This Account will hold Cryptocurrencies, Fiat Currencies and other supported Digital Assets.

- 2.2. **“Account Holder”** shall mean the person and/or entity holding a Revix Account on the Platform.
- 2.3. **“Affiliates”** shall include, but not be limited to, Revix Technologies Limited (BVI), Revix International Limited (BVI), and Revix SA OpCo Proprietary Limited (RSA).
- 2.4. **“Agreement”** means this Agreement, together with any Annexures;
- 2.5. **“AML Documentation”** means the documentation required to be provided by the Customer as required by the rules and regulations of the United Kingdom and other governing jurisdictions.
- 2.6. **“Application Form”** means the online account registration form that is required to be completed when applying to become a Customer of Revix.
- 2.7. **“Applicable Laws”** means the laws of the United Kingdom.
- 2.8. **“Authorised User”** means each person who has been verified by our identity verification systems.
- 2.9. **“Business Day”** shall mean any day other than a Saturday, Sunday or official public holiday within the United Kingdom.
- 2.10. **“BVI”** means the British Virgin Islands.
- 2.11. **“Broker”** means a person or entity who makes or submits Orders on behalf of other registered individuals or legal entities.
- 2.12. **“Bundle Methodology”** refers to the informational document available on our site comprising the system of methods used for our Bundles.
- 2.13. **“Bundle”** means a group of cryptocurrencies which have been allocated to a particular investment strategy.
- 2.14. **“Bundle Technology”** refers to Revix’s proprietary investment management technology that allows investors to take direct ownership in multiple Cryptocurrencies and to intelligently manage and store their holdings.
- 2.15. **“Cold Storage”** or **“Cold Storage System”** means the custody of the Cryptocurrencies offline.
- 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 <https://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 Platform who makes or places an Order via the Platform or operates a Revix Account.
- 2.19. **“Digital Asset”** is a digital representation of value (also referred to as **“Cryptocurrency,”** **“Digital Currency,”** or **“Digital Asset,”** or **“Virtual Token,”** or **“Crypto Token,”** or **“Virtual Asset,”** or **“Digital Commodity”**). Collectively Digital Assets means any digital asset which we support on the Platform, including but not limited to Bitcoin, Ripple, Ethereum, Stellar and Bitcoin Cash, etc.

- 2.20. **“External Address”** or **“External Account”** shall mean an Account Holder’s, or third party’s, external Cryptocurrency wallet address.
- 2.21. **“Effective Account Date”** is the date upon which you register and this Agreement or **“Terms of Service”** takes effect.
- 2.22. **“Execution Price”** means the price at which the Trade is actually made or executed.
- 2.23. **“Factsheet”** refers to an informational document found on the Revix Site relating to a particular Bundle.
- 2.24. **“Fiat”, “Fiat Currency”** or **“Fiat Funds”** means any national government issued currency (for example Pounds Sterling or GBP) but not any Cryptocurrency that may be used to purchase or sell Cryptocurrencies via the Platform.
- 2.25. **“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.
- 2.26. **“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.
- 2.27. **“Funds”** means supported Cryptocurrency and/or accepted Legal Tender.
- 2.28. **“Fund Manager”** means an authorised person and legally registered entity who makes or places Orders on behalf of their own investors according to an investment mandate.
- 2.29. **“Global Matching Liquidity Pool”** shall include, but not be limited to, all reputable global trading exchanges, private placements, auctions, OTC trading markets, decentralised trading technologies and private dealers.
- 2.30. **“Global Liquidity Provider”** shall mean a participant in the Global Matching Liquidity Pool where Revix is able to source its Digital Assets on behalf of Customers.
- 2.31. **“KYC Documentation”** means the documentation required to be provided by the Customer in relation to Know Your Customer regulations of the United Kingdom and from time to time similar regulations of other jurisdictions.
- 2.32. **“Legal Tender”** means any national currency, such as Euros, that may be used in connection with the purchase or sale of Cryptocurrencies via the Services, 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. **“Money Manager”** or **“Broker”** or **“Fund Manager”** refers to an individual or entity responsible for managing an investment portfolio, providing investment advice and planning portfolio strategies either on behalf of a group of clients or companies.
- 2.35. **“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.
- 2.36. **“Non-Personal Data”** means anonymous data that does not identify you specifically, including data collected automatically when you enter our Site. This may include cookies, pixel tags, web beacons, browser analysis tools, web server logs, operating system type, browser type, domain, and other system settings, as well as the language your system uses and the country and time zone of your device. Our server logs may also record the IP addresses of the devices you use to interact with the Site. We may also collect information about a website you were visiting before you came to our Site and any website you visit after you leave our Site, if this information is supplied to us by your browser.
- 2.37. **“Party”** or **“Parties”** shall mean the Account Holder and/or Revix as the context requires.
- 2.38. **“Order”** and **“Investment Instruction”** is any electronic instruction from a Customer to buy or sell any Cryptocurrencies using the Revix Bundle Technology.
- 2.39. **“Platform”** and **“Portal”** means the online Platform on which the Services are rendered, which shall be situated on the Site.
- 2.40. **“Referral Programme”** refers to the Revix Referral Programme which Rewards Referrers and Referees based on certain criteria.
- 2.41. **“Referee”** refers to an Account Holder who successfully registers on the Platform via an eligible and valid Referral link or code and places an Order.
- 2.42. **“Referrer”** refers to an Account Holder who successfully refers a new Account Holder via an eligible and valid Referral code.
- 2.43. **“RSA”** means the Republic of South Africa.
- 2.44. **“Reward”** refers to the monetary incentive which is due to the Referrer and Referee based on meeting the criteria of the “Referral Programme”.
- 2.45. **“Revix”**, **“we,”** **“our”** and **“us”** are references to Revix Limited, a limited company incorporated in England with UK registered number 11713189 and registered address at Hatherley House 15-17 Wood Street Barnet Herts EN5 4AT, United Kingdom. Revix includes all Revix-branded websites, applications, services, or tools operated by the Company.
- 2.46. **“Revix Bundle”** or **“Cryptocurrency Bundle”** or **“Crypto Bundle”** collectively referred to as **“Bundles”** refers to Revix’s Bundle Technology (See 2.8 above) which offers investors a means to invest directly in digital currencies. Crypto Bundles provide exposure to a select group of cryptocurrencies with prespecified weightings.
- 2.47. **“Services”** shall mean all Order, Investment Report, Storage, Account enquiries and queries relating to the use of the Revix Platform.

- 2.48. **“Settlement Date”** is the date when a trade is final, and the buyer or seller must make or receive payment respectively. Revix trades in real time with daily payout so the Settlement Date is the date when an Order is successfully executed.
- 2.49. **“Slippage”** refers to the difference between the expected price of a trade and the price at which the trade is executed. Slippage can occur at any time but is most prevalent during periods of higher volatility.
- 2.50. **“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 G.M.T.
- 2.51. **“Wallet”** shall mean an Account Holder’s Revix Account.
- 2.52. **“Website”** means [www.revix.com](http://www.revix.com) or any other website owned or controlled by Revix or its Affiliates that connects with it.
- 2.53. **“Weightings”** means the percentage of the total value of the Bundle, which is assigned to each user.

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. Introduction

- 3.1. The Revix website <https://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.
- 3.2. 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. These terms, including any document incorporated by reference herein, including, but not limited to Our [Privacy Policy](#), apply to any Account Holder on the Platform as provided through the Website. These Terms govern the Account Holder’s relationship with Revix.
- 3.4. Accessing and/or use of the Site, and more specifically the Platform as situated on the Site, after the Effective Date will signify that you have read, understand, accept, and agree to be bound, and are bound by the Terms in your individual capacity and/or for and on behalf of any entity for whom you utilise the Platform (if permitted). 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.
- 3.5. You agree that the Parties shall communicate electronically, be it via email, 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 kept updated of any change of email address, physical address, account details or telephone number, and further that you have access to emails and mobile phone on a regular basis.

## 4. Amendment of Terms

We may amend the Terms from time to time. You should visit the Revix Site regularly to check when the Terms were last updated (as displayed at the top of this document as the Effective Date) and to review the current Terms. We endeavour to always notify you of any amendments to the Terms that we consider likely to materially affect your rights and obligations. Any such notice will be posted on the Site, or sent by email to the address associated with your Revix Account.

The continued use of your Revix Account, after any amendments to these Terms, constitutes your acceptance of the Terms, as modified by such amendment. If you do not accept the Terms, or any amendment to them, you must immediately stop using the Site and your Revix Account.

## 5. Description of Service

- 5.1. We provide you with a simple and convenient way to trade Fiat Currency (such as U.S. Dollars, Great British Pounds and Euros) for Digital Asset Bundles, and vice versa, and to trade one type of Cryptocurrency for another type of Cryptocurrency.
- 5.2. We aim to make access to a diversified portfolio of Cryptocurrencies as easy and efficient as possible.
- 5.3. Through a Revix Account, you have the ability to, at your sole discretion, utilise our Bundle Technology to trade and store Digital Assets on our Platform.
- 5.4. A Revix Bundle, as described in the definitions above, is an investment management technology that allows investors to take direct ownership in several Digital Assets and to intelligently manage and store their holdings. Revix Bundles do not constitute an offer to subscribe for securities and are neither an offer to sell nor a solicitation to buy units or shares in any fund. Revix's Digital Asset Bundles should not be misconstrued as Mutual Funds, ETFs, ETNs, ETPs, Collective Investment Scheme units or any similar fund structure.
- 5.5. Our Services do not allow you to purchase and/or sell Cryptocurrencies directly from and to us.
- 5.6. Our Services do not provide you with the ability to trade one form of legal tender for another form of legal tender.
- 5.7. The range of Services available to you will depend in part upon the country and/or state from which you access our Site.

- 5.8. We provide you with a platform that matches your trade instructions with open orders to that found in a Global Liquidity Pool. You are not able to predetermine a trade with a particular Global Liquidity Provider.
- 5.9. In order for you to open a Revix Account you will be required to register on the Platform and submit all personal information requested on the registration form. Processing of personal information is recorded in more detail in our [Privacy Policy](#).
- 5.10. In placing an Order, you seek to convert from Fiat Currency to Cryptocurrency, or from one type of Cryptocurrency to another type of Cryptocurrency, or from Cryptocurrency to Fiat Currency.
- 5.11. Revix explicitly does not take ownership of your funds deposited in your account even though we take custody of your assets and execute trades at your instruction and on your behalf. Notwithstanding the foregoing, you agree that any interest that may arise from funds in your account, will be for the benefit of Revix. We record your funds within internal sub-accounts where we are able to keep track of your personal asset balances and execute trade instructions at your discretion and risk alone. All gains and/or losses are attributable to you alone and it is your responsibility to seek the necessary assistance in correctly accounting for these gains/losses to your relevant tax authority.
- 5.12. Revix is not an investment advisor and does not provide or purport to provide investment advice. No content published on the Site constitutes a recommendation that any particular cryptocurrency or Bundle of Digital Assets is suitable for any specific person. You further understand and acknowledge that we are not advising you personally concerning the nature, potential value, risks or suitability of any particular cryptocurrency or portfolio of cryptocurrencies or any particular investment strategy .
- 5.13. We strive to maintain the accuracy of information posted on our Site, however, we cannot guarantee the accuracy, suitability, reliability, completeness, performance or fitness for a particular purpose of the content on the Site. Information on the Site is provided for educational purposes only and is subject to change without notice. Revix does not accept liability for any loss or damage that may arise directly or indirectly from the content.
- 5.14. Revix reserves the right to levy service fees on users who use its Services. It is in the discretion of Revix to adjust the service fees charged to users using its Services. All Revix fees can be found at <https://revix.com/fees>.
- 5.15. We may refuse to process or cancel any pending Bundle and/or Cryptocurrency transaction as required by applicable law or in response to a requirement or request of a regulator or a court of competent jurisdiction subpoena, court order, or other binding government order or to enforce transaction limits.
- 5.16. You may only place Orders in relation to Cryptocurrencies that Revix, in our sole discretion, decide to support. The Cryptocurrencies that we support may change from time to time.
- 5.17. You may not use the Platform to store, send, request, or receive Cryptocurrencies which are not expressly supported by us. If you attempt



- to fund your Revix Account using a Cryptocurrency which is not supported by us, we are under no obligation to return such Cryptocurrency to you.
- 5.18. Revix does not purport to be an Account Holder's registered broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to an Account Holder in connection with any transactions or other decisions or activities affected by an Account Holder by using the Services. No communication or information provided to you by us is intended as, or shall be considered or construed as, advice. We do not make any warranties about the suitability of any Cryptocurrency, or other related assets for trading or ownership by any Account Holder.
- 5.19. Investors may request the withdrawal of their Cryptocurrency via fiat only, subject to the limitations as stated in this agreement. Revix does not allow transmission of Cryptocurrency from one user to another, which is usually subject to know your customer ("KYC") protocols, anti-money laundering regulations ("AML") and money transmitter rules.

## 6. Registering an Account

- 6.1. You may access the public areas of the Platform which contain general information about Revix and our service without registering as a Customer.
- 6.2. If you wish to place an Order, you will first be required to register as a Customer. Due to compliance with forthcoming regulatory requirements, registration is a three-step process as follows:
- 6.3. completion of the new Customer registration form which can be found on the Platform;
  - 6.4. provision of the requisite information for AML and KYC checks together with any requested documentation; and
  - 6.5. Carefully read, understand and agree to our [Privacy Policy](#) and this User Agreement.
- 6.6. Once we have received all of the required documentation and information, we may undertake certain additional security checks on you, to the extent that is required by law, to ensure that all activity on the Revix Platform is ethical and legal.
- 6.7. If we in our sole and absolute discretion are satisfied that you comply with all applicable requirements, we will provide you with a verified account to access the Platform. For the avoidance of doubt, we may refuse to grant a verified account to any person without stating a reason.
- 6.8. Please note that you will not be able to make or place an Order under any circumstances until we have provided you with a verified account.
- 6.9. You, as the Customer, undertake to provide us as soon as practicable on demand with any and all information that we may require, or that in our sole and absolute discretion we consider necessary, including without limitation for the purpose of providing such information to any applicable

governmental or regulatory authority in relation to regulatory compliance or anti-money laundering laws and regulations.

- 6.10. Please note your data may be shared with qualified third parties in the course of anti-money laundering checks and other appropriate checks in order to provide our Services to you. Further details on information sharing may be found in our [Privacy Policy](#).

## 7. Orders & rebalancing

All Revix order instructions and associated trades are completed with the intention to be perfectly matched, however, given the inherent volatility in cryptocurrency markets we cannot guarantee that this will always be the case. We will, due to trade sizing, need to round some transactions to 4 decimal places in order to complete a trade instruction that you have given us. While we endeavour to provide the most accurate trade pricing possible, trade slippage may occur. In some such cases the slippage loss could occur on behalf of the customer. Revix guarantees that this loss will never exceed 0.1% of the total trade value after fees are deducted. Slippage relates to buy, sell and rebalancing trades that are both manual and automatic in nature.

### 7.1. Orders

7.1.1.1. We will enter into Orders in accordance with your electronic instructions issued through the Platform.

7.1.1.2. You acknowledge and unconditionally consent to Revix processing a transaction for the use of the Revix Platform.

7.1.1.3. You authorise Revix to transfer any deposited assets and/or funds to an offshore jurisdiction if needed, in order to enable Revix to act on your instructions with regard to purchasing of Cryptocurrencies on your behalf.

7.1.1.4. You enable and provide consent to Revix to:

- act as a digital agent and deal on your behalf;
- purchase or sell the Cryptocurrencies on your behalf;
- bundle transactions with other Clients;
- authorise any transaction that may be required to purchase or sell the Cryptocurrencies;
- rebalance your portfolio;
- perform the services under this Agreement; and
- enter into transactions on your behalf in order to fulfil our obligations.

- 7.1.1. We cannot reverse a Cryptocurrency transaction which has been sent to a Cryptocurrency network. 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.
- 7.1.2. Once an Order has been made by the Customer, it will be “matched” with an available Order in our Global Matching Liquidity Pool.
- 7.1.3. 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 available price as displayed on the platform.
- 7.1.4. Where an Order has not been matched, we may in our sole and absolute discretion cancel the Order.
- 7.1.5. We shall at all times be entitled to operate on the basis that each Order is correct and does not contain any errors.
- 7.1.6. 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 or by email request to [support@revix.com](mailto:support@revix.com).
- 7.1.7. We record the details of every Order undertaken for a Customer including the tracking numbers of all Cryptocurrency provided to a Customer.
- 7.1.8. Revix has the right at any time to refuse to accept a Customer’s Order without any liability.

## 7.2. Rebalancing and Reconstitution

- 7.2.1. We reserve the right to periodically rebalance Your Bundles, as indicated on the relevant [Bundle Methodology](#) and Fact Sheets or at its discretion.
- 7.2.2. We reserve the right to, in extreme circumstances halt or alter the rebalancing procedure at our sole discretion.
- 7.2.3. We will execute any rebalancing trades at a market value. A detailed procedure of how rebalancing is carried out can be found in our [Bundle Methodology](#).
- 7.2.4. We ensure that the price of the underlying assets are as per exchange, and are not inflated or altered in any way.

## 8. Orders made by brokers and fund managers

- 8.1. A Broker and/or Fund Manager, collectively the “Money Manager” may make an Order on behalf of another Customer to trade Cryptocurrency. The Money Manager executes the Order as principal and is responsible to Revix for compliance with these Terms and Conditions and additional queries and questionnaires at the sole discretion of our compliance team.

- 8.2. In order to trade as a Money Manager on the Platform an email request needs to be sent to [support@revix.com](mailto:support@revix.com) where an application process can begin with one of our support staff.

## 9. Customer payments

- 9.1. Prior to making any Order, you must have successfully sent Fiat Currency or Cryptocurrency to your Revix Account.
- 9.2. For certain countries Revix may make use of external entities which may or may not be affiliated with Revix for the purposes of successfully exchanging and/or exchanging Fiat Currency to Cryptocurrency or vice versa in order to fulfill your Order to fund your account on the Revix Platform. It is your responsibility to abide by your respective countries' tax laws, exchange control or fiscal regulations and any other money transmittance regulations.
- 9.3. You expressly 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 where necessary to comply with any applicable cut-off times.
- 9.4. Fiat currency is credited to your Account when you make a transfer from your bank account to our Client Account. Credited funds will show as a credit balance on your Account when received and processed by us. Fiat currency into your Revix Account shall only be permitted from a bank account held in your name by way of electronic funds transfer (EFT), or certain credit and debit cards, as permitted by us from time to time.
- 9.5. Prior to funding your Revix Account, where applicable, you shall first obtain a funding code through the Platform to be used as a reference in order that the funds may be allocated to the correct Account. Revix takes no responsibility for the incorrect allocation of funds in the event that the funding code is omitted or recorded incorrectly.
- 9.6. Cryptocurrency is credited to your Account by you making a transfer from your own personal Cryptocurrency wallet to Your Revix Cryptocurrency Account using the Platform. Credited Cryptocurrency will show as a credit to the Cryptocurrency balance on your Account when received and processed by us. You may receive Cryptocurrency into your Account by using a receive address as generated in your Revix Account and associated with the specific Cryptocurrency.
- 9.7. Cryptocurrency sent 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 charges 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.
- 9.8. In the instance where you ascertain that either Fiat Currency or Cryptocurrency has been erroneously credited to your Revix Account, you are to advise us of this as soon as reasonably possible in order that the

matter may be investigated by us, and if deemed necessary, your Revix Account debited in order to correct the error.

- 9.9. You are required to retain sufficient Fiat Funds or appropriate Cryptocurrency in your Revix Account to satisfy any open orders and applicable Revix fees. In addition, there may be limits on the amounts that you are able to withdraw on a daily or other periodic basis.
- 9.10. All payments made to us under these Terms of Use are to be made in full without any set-off, counterclaim or deduction whatsoever.
- 9.11. Revix shall make payments to you in full in respect of an Order less Revix's Commission (as defined on our [fees page](#)) unless:
  - 9.11.1. we are required by law to deduct sums in respect of taxation; or
  - 9.11.2. we are or we will be owed amounts which are incurred in respect of transfer charges that may be levied; or

#### **Orders from fiat currency to cryptocurrency**

- 9.12. You shall only be able to place an Order to exchange any Fiat Currency into Cryptocurrency if the full amount of such Order is credited to your Account on the Platform.
- 9.13. In calculating how much Cryptocurrency can be purchased by the Fiat Currency amount set out in the Order, we shall be entitled to deduct our Commission on the Fiat Currency amount of the Order prior to calculating how much Cryptocurrency can be purchased.
- 9.14. We shall provide a transaction confirmation to you showing the exchange rate, the amount of Cryptocurrency purchased and the Cryptocurrency price. This confirmation will be viewable by emailing [support@revix.com](mailto:support@revix.com) or if functionality is enabled by opening your "transaction history" on the Platform.
- 9.15. On completion of an Order we will credit the amount of Cryptocurrency due to your Account on the Platform.

#### **Orders from cryptocurrency to fiat currency**

- 9.16. You shall only be able to place an Order to exchange Cryptocurrency into any Fiat Currency if the full number of each Cryptocurrency set out in such Order is credited to your Cryptocurrency Account on the Platform.
- 9.17. In calculating how much of any Fiat Currency can be purchased by the amount of Cryptocurrency set out in the Order, we shall be entitled to deduct our Commission on the Cryptocurrency amount of the Order prior to calculating how much of the relevant Fiat Currency can be purchased. We shall be permitted to take our Commission in Cryptocurrency or Fiat Currency as we wish in our sole and absolute discretion.
- 9.18. We shall provide a transaction confirmation to you showing the exchange rate, the amount of Fiat Currency purchased and the Cryptocurrency price.

This confirmation will be viewable by emailing [support@revix.com](mailto:support@revix.com) or if functionality is enabled by opening your “transaction history” on the Platform.

- 9.19. On confirmed receipt of Cryptocurrency, we will credit the amount of Fiat Currency due to your Account on the Platform.

## 10. Deposits and withdrawals

- 10.1. You shall be permitted to withdraw funds credited to your Account on the Platform and/or Cryptocurrency credited to your Cryptocurrency Account on the Platform by making a withdrawal instruction via the Platform.
- 10.2. Where a withdrawal instruction is received by Revix in respect of any Fiat Currency, we shall pay such funds to the bank account you nominated on registration. You cannot receive funds into another bank account without our agreement.
- 10.3. For certain countries Revix may make use of external entities which may or may not be affiliated with Revix for the purposes of successfully exchanging and/or exchanging Fiat Currency to Cryptocurrency, or vice versa, in order to fulfill your Order to withdraw from your account on the Revix Platform.
- 10.4. Where a withdrawal instruction is received by us in respect of Cryptocurrency, we shall credit such Cryptocurrency to the Cryptocurrency Account nominated by you at registration or subsequently agreed with Revix.
- 10.5. We shall make payments in the relevant Fiat Currency and Cryptocurrency to you (and shall credit your Account) in full unless:
- (i) it is required by law to deduct sums in respect of taxation; or
  - (ii) or we will be owed amounts which are incurred in respect of transfer charges that may be levied; or
- 10.6. You warrant that you own and are fully responsible for any Cryptocurrency wallet you have notified to Revix for the purposes of receiving Cryptocurrency withdrawn from the Platform.
- 10.7. You warrant that you own and are fully responsible for any Cryptocurrency wallet you use for the purposes of sending Cryptocurrency deposited to the Platform. 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.
- 10.8. You may at your discretion, withdraw Cryptocurrency by transferring it from your Revix Account to an External Address not controlled by us. Revix may require you to verify such an External Address to which you seek to transfer Cryptocurrency. You hereby authorise us to use your Revix Account to send Cryptocurrency as specified by you to any External Address owned and operated solely by you. We are not able to reverse any transfers and will not have any responsibility or liability if you have instructed us to send Cryptocurrency to an address that is incorrect,

- improperly formatted, erroneous or intended for a different Cryptocurrency.
- 10.9. Under no circumstances shall you be permitted to withdraw Cryptocurrency or Fiat Funds into an External Address or Linked Bank Account which appears on a prohibited list, such as a government or international body sanctions list.

## 11. Referral programme

- 11.1. Revix's Referral programme consists of a predefined category-based Reward conditional on the following requirements being met:
- 11.1.1. The Referrer's Account value must be greater than \$100 (USD) or the applicable exchange rate equivalent.
  - 11.1.2. A Referee must use the referring Account Holder's referral link to sign-up or enter the referring Account Holder's unique referral code on the sign-up screen.
  - 11.1.3. A Referee must sign up and become an Account Holder by successfully registering an account and being verified on our Platform.
  - 11.1.4. A Referee must process an Order on the Platform to the minimum value described below.
    - 11.1.4.1. In order to qualify for the Tier 1 Reward, the Referee must invest in any bundle on the Platform to the minimum Order value of \$400 (USD) including any applicable transaction fees charged by the Platform.
    - 11.1.4.2. In order to qualify for the Tier 2 Reward, the Referee must invest in any Bundle on the Platform to the minimum Order value of \$2,000 (USD) including any applicable transaction fees charged by the Platform.
  - 11.1.5. The Referee must keep the above mentioned Bundle value thresholds invested for a time period of no less than 6 calendar months or both the Referee and Referrer will not qualify for the Reward.
- 11.2. The Tier 1 Reward will be comprised of a \$25 (USD) Reward to the referring Account Holder and a \$25 (USD) Reward to the Referee Account Holder.
- 11.3. The Tier 2 Reward will be comprised of a \$40 (USD) Reward to the referring Account Holder and a \$40 (USD) Reward to the Referee Account Holder.
- 11.4. The Reward will be paid out in bitcoin into the Account Holder's Revix Account. The Account Holder will receive the spot rate USD/BTC at the time all the above steps have been completed.
- 11.5. The Reward will be issued to the Referee and Referrer's Revix Account within 72 working hours of qualifying for the Reward.
- 11.6. We will determine the prevailing exchange rate to be used each day. Note that all United States Dollar amounts referenced above are equally applicable to account holders using other currencies. Amounts in different

- currencies may be rounded up to the nearest 10, 50, 100, 1,000 or 10,000 amount depending on the currency being used.
- 11.7. The Reward will not be able to be withdrawn from the Account Holder's Account before a 6 month period has expired based on the aforementioned conditions of qualification to the Referral programme.
  - 11.8. There is no limit to the number of Referees a Referrer can refer and gain a Reward from, however we reserve the right to suspend a Referrer's eligibility to the programme at our sole discretion. Any suspension from the programme must be made in writing to the Referrer.
  - 11.9. We will check for duplicate or fake accounts and will not pay out any Rewards for such accounts. The creation of duplicate or fake accounts may result in complete disqualification and ineligibility in the Referral programme.
  - 11.10. We reserve the right to disable the Referral programme for any particular Account Holder for any reason at any time, particularly in cases where these terms have been breached.
  - 11.11. We reserve the right to change, update or cancel the Referral programme, including the value of the Rewards, at any time, for any reason, as and when may be required in our sole and absolute discretion.
  - 11.12. We respect your privacy, therefore any information obtained through the Referral process is subject to the Terms and Conditions as set out in our [Privacy Policy](#).

## 12. No financial advice

- 12.1. We may in our sole and absolute discretion from time to time provide information to you on practical aspects of dealing between Fiat Currencies and Cryptocurrency.
- 12.2. Notwithstanding any such information provided by Revix, you acknowledge and agree that you enter into each Order of your own free will without reliance on any information provided by us and that such Order is at its own risk. You shall not be entitled to rely on Revix for advice on the timing or terms of any Order.
- 12.3. You acknowledge and agree that the exchange rate between Fiat Currencies and Cryptocurrency varies regularly and will be affected by matters and events outside of your and our control.

## 13. Customer representations

- 13.1. You represent and warrant as at the date of each Order and on its Settlement Date that:
  - (a) you are either:



- i. acting as principal in respect of the Order and are not acting for another person; or
  - ii. if a Broker, are appropriately organised and regulated to act as a Broker and have been appointed as a Broker by Revix; or
  - iii. if a Fund Manager, are appropriately organised and regulated to act as a Fund Manager and have been appointed as a Fund Manager by Revix;
- (b) you have full power and authority to enter into the Order and are the beneficial owner of all monies paid or to be paid at the Settlement Date free from any charge or encumbrance;
- (c) 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; and
- (d) you have not relied upon any representation or warranty given by any other person (including without limitation Revix) in entering into the Order.
- (e) 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 Website and 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.
- 13.2. You acknowledge that invested funds may be co-mingled with those of other Customers of Revix in the Client Account which is held with a major UK, EU, BVI, Jersey or other clearing bank (the "Bank"), at one or more recognised Cryptocurrency exchanges, and from time to time in other e-wallet service providers. Funds belonging to Customers are segregated from those belonging to Revix.
- 13.3. 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 his funds held in such account.
- 13.4. You acknowledge that Revix is under no obligation to pay interest on any funds held on your behalf in any account.

## 14. Your conduct

- 14.1. By using the Platform, 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.

- 14.2. 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.
- 14.3. 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 and Conditions.
- 14.4. You also agree not to:
- a) attempt to reverse engineer or sell, export, license, 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;
  - b) attempt to gain access to secured portions of the Platform to which you do not possess access rights;
  - c) impersonate any other person while using the Platform;
  - d) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Platform;
  - e) resell or export the software associated with the Platform;
  - f) use the Platform to generate unsolicited advertisements or spam; or
  - g) 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.

## 15. Our rights

In providing you with access to the Platform, and permitting you to make investments via the Platform, we reserve the following rights, and in accessing, browsing or otherwise using the Platform and/or making any Investment via the Platform, you grant to Revix and agree that we shall have the following rights:

- a) the right to refuse or withdraw your access to the Platform in accordance with applicable laws for any reason at any time (with or without notice) if in our sole and absolute discretion, you violate or breach any of these Terms and Conditions;
- b) the right to suspend, amend or disable your Account without giving you notice or any reason;
- c) the right to cancel any Order or amend in part any Order without giving you notice or any reason, save that in such circumstances we shall refund such part of the Order as has been cancelled by it;
- d) the right to amend or update the Platform, Commission, any Order, billing methods or these Terms and Conditions from time to time; and

- e) the right to report you to the police, relevant authorities or other judicial body if we believe in our sole and absolute discretion that your conduct whether in using the Platform, making an Order for any Goods or otherwise is or may be unlawful.

## 16. Intellectual property

- 16.1. Revix is the sole owners of the Platform, which includes any software, domains, know-how, trade marks and content made available through the website and mobile application.
- 16.2. The Revix brand and the Platform are protected by UK and International copyright and other intellectual property laws. Without limitation, this means that you may not sell, export, license, modify, copy, distribute or transmit the Platform, or any part of it, or any material provided through the Platform without our prior express written consent.
- 16.3. Revix and its graphics, logos, icons and service names related to the Platform are registered and unregistered trademarks or trade dress of Revix. They may not be used without our prior express written permission.
- 16.4. All other trademarks not owned by Revix that appear in connection with the Platform are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Revix.

## 17. Default

- 17.1. Without limiting any other provision contained herein, we have the right to terminate, close out or reverse an Order without notice to you if:
  - a) you materially breach any of these Terms and Conditions or fail to comply with your obligations to Revix or are in breach of any statute, regulation, rule or guideline applicable to you or Revix; or
  - b) it becomes or may, in the reasonable opinion of Revix, become unlawful for us to maintain or give effect to all or any of the obligations under these Terms and Conditions 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
  - c) 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
  - d) any of the events specified above or anything comparable thereto occurs under the laws of any applicable jurisdiction.

- 17.2. If you become aware of the occurrence of any event referred to in Clause 17.1 above, you shall give Revix notice of such event forthwith.

## 18. Security & asset custody

- 18.1. We securely store Your private keys, in a combination of online and offline storage, which are the means by which you can securely approve a transaction. 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.
- 18.2. 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.
- 18.3. Revix prioritises maintaining the security of user accounts and has implemented industry standard protections for our platform. Nevertheless, there are account-level risks that are created by individual user actions. You must independently take safety precautions to protect your own account and Personal Information.
- 18.4. You shall be solely responsible for the safekeeping of your Revix account, password and relevant details and for all activities under your Revix account, including, but not limited to, information disclosure, information posting, consent to or submission of various rules and agreements by clicking on the Site, online renewal of this Agreement, etc.
- 18.5. You are the only person who may use and operate your account. Revix reserves the right to suspend, freeze or cancel accounts that are used by persons other than the persons whose names they are registered under. Accordingly, Revix will not take legal responsibility for these accounts.

You hereby agree that:

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

Revix will not be responsible for any loss or consequences caused by your failure to comply with the above Account Security provision.

- 18.6. Cryptocurrency title

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

- a. 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. Revix shall not have any liability for fluctuations in the fiat currency value of Cryptocurrency held in your Cryptocurrency Account.
- b. You control the Cryptocurrencies held in your Cryptocurrency Account. At any time, subject to outages, downtime, and other applicable policies, you may withdraw your Cryptocurrency by sending it to a different blockchain address controlled by you.
- c. In order to more securely custody assets, Revix may use shared blockchain addresses, controlled either directly by Revix or an affiliated entity held on behalf of customers and/or held on behalf of Revix UK Limited. We shall not have any obligation to segregate by blockchain address Cryptocurrencies owned by you from Cryptocurrencies owned by other customers or by any affiliate of Revix.

## 19. Electronic communications

- 19.1. By using the Platform and/or viewing Listings and/or making any Order through the Platform, you consent to receiving electronic communications and notices from Revix. You agree that any notice, Agreement, disclosure or other communications that Revix sends to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## 20. Privacy

- 20.1. You provide us with information when you register for an Account via the Platform. We also collect information both relating to you, for example on your usage and purchase history, and to Customers of the Platform in general. Any information that you submit or that we collect when you are using the Platform is subject to the Revix [Privacy Policy](#), the terms of which are hereby incorporated into these Terms and Conditions.

## 21. Disputes

- 21.1. You agree that these Terms and Conditions and any claim, dispute or controversy arising out of or in connection with these Terms and Conditions or their subject matter or formation, including non-contractual disputes or claims, the Platform, Revix's advertising or any related transaction between you and Revix shall be governed by and construed in accordance with English law.
- 21.2. 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. Arbitration prevents you from suing in court or having a jury trial. You and Revix agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to Revix shall be sent to [support@revix.com](mailto:support@revix.com). You and Revix further agree:
- i. to attempt informal resolution prior to any demand for arbitration;
  - ii. that any arbitration will occur in England, United Kingdom;
  - iii. that arbitration will be conducted confidentially by a single arbitrator; and
  - iv. 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 laws 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 a class action, class arbitration or representative action or proceeding.
- 21.3. 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 and Wales.

## 22. No warranty & liability limit

- 22.1. Revix provides the Platform "as is" and without any warranty or condition, whether express, implied or statutory.
- 22.2. We assume no liability or responsibility for any errors or omissions in the Platform; any failures, delays or interruptions in the Platform or in delivery of any Order; any losses or damages arising from the use of the Platform.
- 22.3. We reserve the right to deliver the Platform and to process Orders in our sole and absolute discretion.
- 22.4. In no event shall Revix, its shareholders, directors, officers, representatives, employees or agents be liable, jointly or severally, to you for loss of use or

- any special, incidental, indirect or consequential damages arising out of or in connection with the Platform.
- 22.5. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.
- 22.6. We specifically exclude liability for any loss, harm, distress or damage suffered by you or any third party as a result of inaccurate information appearing on the Platform.
- 22.7. We exclude liability for any errors and omissions in these Terms and Conditions and Privacy Policy.

## 23. Indemnity

You agree to indemnify Revix and its related companies, and each of their respective shareholders, directors, officers, representatives, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of your breach of these Terms and Conditions and/or your violation of any law or the rights of any third party.

## 24. Feedback

Revix will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding Revix or our Services that you provide, whether by email, posting through our Services or otherwise "Feedback". Any Feedback you submit is non-confidential and shall become the sole property of Revix. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback, including any copyrights or moral rights. Please do not send us Feedback if you expect to be paid or want to continue to own or claim rights of the Feedback. We also have the right to disclose your identity to any third party who is claiming that any content posted by you constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any posting you make on our website if, in our opinion, your post does not comply with the content standards set out in this section.

## 25. General

- 25.1. The Site and its entire contents, features and functionality, including but not limited to all information, software, displays, images, video and audio,

- and the design, selection and arrangement thereof, collectively, “Intellectual Property”, are owned by Revix, its licensors or other providers of such material. You may not create copies of our Intellectual Property in violation of copyright, trademark, or other laws.
- 25.2. The Revix name, logo and all related names, logos, product and service names, designs and slogans are trademarks of Revix or its affiliates or licensors. You may not use such marks without the prior written permission of Revix. All other names, logos, product and service names, designs and slogans on this Site are the trademarks of their respective owners.
  - 25.3. We grant you a worldwide, non-exclusive, non-transferable, non-sublicensable and revocable right of use to use the Services subject to your eligibility and your continued compliance with these Terms of Service. We are not responsible to ensure, and disclaim any responsibility for, your ability to open, use or view the content on the Site. As between you and us, we retain all right, title and interest in and to the Site, and all related intellectual property rights. We reserve all rights not granted in this Agreement.
  - 25.4. Engaging in trades may be risky. Please don't use the Platform if you do not understand these risks.
  - 25.5. These Terms and Conditions are agreed between You and Revix. No person shall have any rights under or connection with these Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999 or any similar Act.
  - 25.6. If any court or competent authority decides that any term of these Terms of Use is held to be invalid, unlawful or unenforceable to any extent, such term shall to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.
  - 25.7. Our failure to enforce any provision of these Terms of Use and Conditions shall not constitute a waiver of that or any other provision and will not relieve you from the obligation to comply with such provision.
  - 25.8. You are not permitted to assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights under these Terms of Use and Conditions without our prior express written consent.
  - 25.9. These Terms of Use and Conditions set forth the entire understanding and agreement between You and Revix with respect to the subject matter hereof.