

# **Savings Vault Terms of Service**

Revix SA OpCo Proprietary Limited

South African company number 11713189

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Please read these Savings Vault Terms of Service (the "Terms") carefully before using the Revix's Savings Vault Service (the "Service" or "Savings Service") and associated services described below.

"Revix", "we", "us" or "our" refers to Revix SA OpCo (Pty) Limited a South African company with registration number 11713189.

By utilising the Savings Vaults via our platform and/or website located at www.revix.com ("website"), you ("you" or "User(s)") acknowledge that you have read these Terms and that you agree to be bound by them. If you do not agree to all of the Terms stated herein, you should not use our Services.

You acknowledge that you have read the Revix Terms of Service, Risk Disclaimers, Privacy policy, General Risk Disclosures, Crypto Risk Disclosures and Savings Vault Risk Disclosures.

We reserve the right to change, modify, add or remove sections of these Terms at any time for any reason. Such changes shall be communicated with all of our registered users and become effective immediately upon posting. You acknowledge that by accessing our platform or website after we have posted changes to these Terms, you are agreeing to the modified Terms.

Please take note of the following:

- 1. The interest rate, or yield, offered by a Savings Vault is not guaranteed and can vary from one month to the next.
- 2. A Savings Vault has a 30 day holding period where any redemptions or "Vault unlocks" during this period will incur a fee as outlined on our fee page.
- **3**. The interest rate, or yield, of a Savings Vault is displayed as an annualised rate and is calculated using the simple interest formula.

- 4. Interest, or yield, is earned daily within a Savings Vault based on the simple interest rate methodology. Interest earned does not compound within a Savings Vault.
- 5. In a Savings Vault, your crypto is lent to a third party partner and/or protocol and is not always fully insured or guaranteed
- 6. The Savings Service is only available to Users who meet the eligibility requirements under Revix's Terms of Service and may not be available to Users in all jurisdictions.
- 7. These Savings Vault Savings Terms are effective as of the 1st of March 2022 ("Effective Date").

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# 1. Acceptance of Terms

The following Terms apply to any person that utilises our Savings Vaults. Defined Terms used but not specifically defined in these Terms shall bear the meaning ascribed thereto in Revix's standard Terms of Service.

These Terms form an addendum to our Terms of Service, and accordingly constitute a legally binding agreement between you and us. In the event of a conflict between this Agreement and our Terms of Service, the contents of this Agreement shall take precedence and control. Unless otherwise provided in this Agreement, the Terms used in this Agreement shall have the meaning provided in our Terms of Service. Except as expressly amended or modified hereby, all Terms, covenants, and provisions of our Terms of Service are and shall remain in full force and effect and all references therein to such Terms of Service shall henceforth refer to our Terms of Service as modified by this Agreement.

By utilising any of our Savings Services, you unconditionally accept these Terms and agree to be bound by and act in accordance with them. You also accept and agree that you are solely responsible for understanding and complying with all laws, rules, regulations and requirements of the jurisdiction in which you live that may be applicable to your use of the Savings Vault, including but not limited to, those related to taxation, export or import activity, or foreign currency transactions.

Please read these Terms carefully before using the Savings Vault because they affect your legal rights and obligations.

These Terms are intended to include all pertinent Terms but is in no way exhaustive of all possible Terms and scenarios.

# 2. Amendment of Savings Terms

- 2.1. We may amend these Savings Terms from time to time. You should visit the Revix website regularly to check when these Savings Terms were last updated and to review the current Savings Terms. We will notify registered users of any amendments to these Savings Terms that will materially affect your rights and obligations. Any such notice will be posted on the Revix Site, or sent by email to the address associated with your Revix Account.
- 2.2. The continued use of your Revix Savings Vault, after any amendment to these Savings Terms, constitutes your acceptance of the Savings Terms, as modified by such amendment. If you do not accept the Savings Terms, or any amendment to them, you must immediately stop using the Savings Vault.

## 3. Our Savings Vault Service

- 3.1. Our Savings Vault Service enables you to earn a yield on cryptocurrency deposited into a crypto wallet which has been designated for this purpose.
- 3.2. By opening a Savings Vault and agreeing to these Terms you instruct us to utilise the cryptocurrency that you deposited into your Savings Vault to earn a return on your behalf.

We earn a return on your behalf by:

- Securely lending your cryptocurrency to Third Party Platform(s) where we maintain control and custody of the cryptocurrency holdings that are lent out.
- Utilsing established DeFi protocols that offer yield generating opportunities.
- Engaging in market-making strategies by providing liquidity for stablecoin pairs on illiquid exchanges.
- Providing liquidity to crypto OTC desks.
- Engaging in low-risk arbitrage transfers that leverages minor price gaps between crypto exchanges.
- 3.3. Our Service is only available to eligible users who earn a yield by transferring their cryptocurrencies to Third Party Platforms (or "Lending Partners"), providers and/or protocols that offer decentralised finance services, or lending cryptocurrencies to institutional borrowers.

Third Party Platform(s) refers to:

- 3.3.1. Independent third party providers that offer yield earnings capabilities, and
- 3.3.2. Decentralised finance ("DeFi") services that enable users to deposit their cryptocurrencies into DeFi protocols to earn interest and/or rewards ("Yield") through this Service. This includes, but is not limited to, earning a Yield through Staking where cryptocurrencies can be "staked" and earn a percentage-rate reward over time. This usually happens via a "staking pool" or operating a "staking node". Cryptocurrencies that allow staking use a "consensus mechanism" called Proof of Stake, which is the way they ensure that all transactions are verified and secured without a bank or payment processor in the middle. The staked cryptocurrency becomes part of that process.

The Third Party Platforms that we utilise are neither regulated as financial institutions, nor regulated as credit institutions. As a result, such Third Party Platforms may not be participants to any compensation scheme, as a result of which there may not be any compensation schemes in place when users utilise these Third Party Platforms to participate in this Service.

- 3.4. To obtain a staking yield, you authorise and instruct us to use your cryptocurrency to operate staking nodes and or earn a yield with staking partners.
- 3.5. A Savings Vault should not be considered or compared to a bank account, deposit account, savings accounts, checking account, or any other type of asset account and should not be characterised as a banking product or service.
- 3.6. Our Savings Service is not a regulated activity in South Africa nor is the Savings Service regulated under any other jurisdiction.

- 3.7. All eligible cryptocurrency balances in your Savings Vault represent cryptocurrencies that are held in custody by us or a third party custodian, and are subject to our obligation to deliver the cryptocurrencies deposited into a Savings Vault back to you upon the termination of our Savings Service.
- 3.8. For the avoidance of doubt, you maintain the legal ownership of any cryptocurrency held in a Savings Vault while we will act as a custodian and agent on your behalf. We will never take legal ownership of your funds and/or cryptocurrencies.
- 3.9. The Savings Service provides returns that may result in the partial loss of the total amount of the deposited asset depending on the returns offered by lending partners detailed in these Terms. Please familiarise yourself with the risks of investing in cryptocurrencies as well as lending protocols as we shall not be liable for any loss or damage arising from the failure of Third Party Platforms and/or protocols.
- 3.10. You can transfer South African Rands and purchase cryptocurrency to be transferred into a Savings Vault, or you can deposit cryptocurrencies directly into your Revix Account and transfer the balance to open a Savings Vault.
- 3.11. Once you have created a Savings Vault, our Savings Service will begin and will run into perpetuity where you will earn a yield, based on the simple interest method, on the assets you have placed in the Savings Vault.
- 3.12. Should you wish to redeem a Savings Vault, you will need to redeem, "or Unlock", your Savings Vault funds where your Savings Vault balance will be transferred to your Revix Account. This transfer process can take up to 24 hours.
- 3.13. Redeeming "or Unlocking" all or part of a Savings Vault balance within 30 days of creating a Savings Vault will result in a fee as outlined in our <u>fee schedule</u>.
- 3.14. You may choose the type(s) of cryptocurrencies to deposit in a Savings Vault and make use of our Savings Service. After you "Create" or "Add to" a Savings Vault the cryptocurrency balance you've elected to use will be frozen in your account and subsequently transferred to the applicable Third Party Platform.
- 3.15. The balance in your Savings Vault and accrued rewards and/or interest will not be available for withdrawal until they are redeemed (or "unlocked") successfully.
- 3.16. Any reference to "yield" in these Savings Terms refers to any interest earned on a cryptocurrency which, for the avoidance of doubt, will itself be denominated in the same supported cryptocurrency as the relevant Savings Vault.

# 4. Consent to Lend and the Appointment of us as an Intermediary

4.1. By utilising the Savings Vault, you acknowledge that we are able to generate a return on cryptocurrency deposited into your Savings Vault by placing your cryptocurrency with third party service providers, who will in turn facilitate the entering into of loans from time to time, utilising your funds.

- 4.2. It is to be noted that even though we are able to generate a return by placing your cryptocurrency with a third party, there is no guarantee that you will receive any returns on your cryptocurrency.
- 4.3. You accordingly agree to appoint us as an intermediary for this purpose, and expressly authorise us as agent, for and on your behalf, to place any cryptocurrency that is held in your Savings Vault with its chosen Lending Partner(s). By doing so you acknowledge and understand that any cryptocurrency held in your Savings Vault will be lent and advanced to third parties, at your own risk.

You furthermore acknowledge that we may add or remove any such Lending Partner(s) from time to time, in its sole discretion, without providing notice to you thereof.

- 4.4. While we take steps to vet its chosen Lending Partners, it is ultimately at your own risk and benefit that cryptocurrency is loaned.
- 4.5. Except where prohibited or limited by applicable law, you grant us the right, without further notice to you, to lend, pledge, repledge, hypothecate, rehypothecate, or otherwise transfer or use the cryptocurrency that you deposit into a Savings Vault.
- 4.6. You acknowledge that we will earn a commission or bonus on the difference between the yield offered to you and what we receive on your deposited cryptocurrency in connection with lending.

## 5. Risk Warning and Indemnity

- 5.1. Your Savings Vault is not a checking account nor a traditional bank savings account, and it is not covered by insurance against losses. We will lend, sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of cryptocurrency assets to counterparties, with the aim of generating a return.
- 5.2. Please carefully read our Savings Vault Risk Disclosures, our General Risk Disclosures as well as our Crypto Risk Disclosures and familiarise yourself with the Savings Vault product.
- 5.3. As explained in section [4] above, any cryptocurrency held in your Savings Vault will be lent to third parties and/or utilised for Staking to generate yield. While we take steps, in conjunction with our Lender Partner(s), to protect your cryptocurrency, you acknowledge that since Savings Vaults have inherent risk and that this risk is for your own account.

By utilising the Savings Vault you indemnify us, our operating entities or any other affiliates (including their respective directors, members, employees or agents), to the maximum extent permitted by law, against any loss, liability action, cost, claim,

damages, proceedings or expense that you may suffer, directly or indirectly, in connection with the Savings Vault, including (without limitation) the loss of cryptocurrency deposited into your Savings Account (whether in whole or in part), and you accordingly hereby waive any claim that you may have against us arising therefrom (including in respect of any claim for direct, indirect, consequential or pecuniary damages).

- 5.4. You understand and agree that should a counterparty become insolvent, or otherwise fail to repay any amounts lent and advanced to it, then this may impact upon your Savings Vault's value.
- 5.5. Before using the Savings Vault, you should ensure that you understand the risks associated with cryptocurrencies. Cryptocurrency markets can be volatile and prices can fluctuate significantly, which could result in sudden and significant increases or decreases in the value of your cryptocurrency assets.
- 5.6. You should carefully assess whether your financial situation and risk tolerance is suitable for buying, selling or lending cryptocurrency. You accept and agree that we do not guarantee the return that you may earn on cryptocurrency held in your Savings Vault.

# 6. Compliance

- 6.1. We implement and maintain the highest standards of Know-Your-Customer ("KYC") and Anti-Money Laundering ("AML") processes and controls and is committed to combating fraud and assisting in the prevention of money laundering and terrorist financing. This is explained on the <u>verification page</u> of our website. In order to ensure that we meet these standards, we may require you to provide certain additional documentation and/or personal details when utilising the Savings Vault ("Identity Verification").
- 6.2. You represent and warrant that any and all information provided to us is true, accurate and not misleading in any respect. If any such information changes, it is your obligation to update such information as soon as reasonably possible. Note that we may use credit reports or other information on you obtained from third parties to help us determine if we should open or maintain your Savings Vault.
- 6.3. We reserve the right to, at any time:
  - 6.3.1. restrict or suspend the use of your Savings Vault when we, in our sole discretion, consider it necessary to carry out further Identity Verification and/or enhanced due diligence ("EDD"); or
  - 6.3.2. terminate your Revix Account, and accordingly terminate your Savings Vault, if you provide, or we suspect that you have provided, false or misleading information or refuse to provide information that we require for Identity Verification and/or EDD purposes.

6.4. You accept and agree that there may be delays in accessing your Savings Vault, or in processing deposits or withdrawals through your Savings Vault, while we undertake any Identity Verification and/or EDD procedures.

## 7. Retention of Information

7.1. We are required to retain certain information and documentation obtained as part of the Identity Verification and EDD procedures. These requirements apply even when you have terminated your relationship with us. We reserve the right to keep such information and documentation for the required period and you accept and agree that information and documentation you provide to us may be retained by us, including following the closure of your Savings Vault and/or Revix Account.

## 8. Deposits and Withdrawals

- 8.1. You can utilise our Savings Service by depositing supported cryptocurrency's into your Savings Vault from your Revix account.
- 8.2. The minimum amount required to open a Savings Vault is the equivalent of 100 USDC.
- 8.3. We endeavour to process all Unlocks a transfer from a Savings Vault to your Revix Account within 24 hours.
- 8.4. Please note that we do not guarantee a time period for the processing of Unlocks, and expressly disclaim any loss, liability or damage, whether direct or indirect, which you may suffer as a result of any delay in processing an Unlock request.

## 9. Commission and Fees

- 9.1. **We** cover all transaction related and gas fees incurred as a result of On-chain deposits and transfers as well as on-chain redemption.
- 9.2. You acknowledge and agree that, as consideration for developing and making the Savings Vault platform Service available to you, we will earn a "Service Fee" on any cryptocurrency lent in connection with the Savings Vault. This commission will be factored into the yield displayed to you, such that the yield offered to you will be net of any Service Fee.
- 9.3. The fees otherwise applicable to transactions undertaken on our platform can be viewed on the <u>fees page</u> of our website.
- 9.4. You understand and agree that the expected annual return or yield displayed on the our platform and/or website are estimated amounts and for reference only. The final amount you receive may vary each month and change over time and may be lower

than the expected yield. We make no guarantee or promise to the actual and final yield that you may receive.

#### 10. Service Availability

10.1. While we will do everything we can to provide continuous operations, we do not provide any warranty in relation to the availability of the Savings Vault. Without limiting the generality of the foregoing, we do not guarantee continuous access to our website or to your Savings Vault, and make no representation that our platform, website, API, your Revix Account and/or your Savings Vault or associated services offered therein will be available without interruption; or that there will be no delays, failures, errors, omissions or loss of transmitted information.

## 11. **Restriction, Suspension and Termination**

- 11.1. We reserve the right to restrict, suspend or terminate your Savings Vault where:
  - 11.1.1. we reasonably suspect that your Revix Account and/or Savings Vault is the subject of an operational or other error, in which case we may be required to suspend access to your account until such time as the error is rectified
  - 11.1.2. we reasonably suspect that your Revix Account and/or Savings Vault has been or is being used in relation to any unlawful, fraudulent or Prohibited Activity, or in breach of these Savings Terms or our standard Savings Terms of Use
  - 11.1.3. we reasonably suspect that you or your Revix Account and/or your Savings Vault is or has been associated with, or poses a high risk of, money laundering, financing of terrorism, fraud, or any other financial crime
  - 11.1.4. we reasonably suspect you of taking any action that we consider to be a circumvention of our controls, including but not limited to opening multiple Revix Accounts and/or Savings Vaults
  - 11.1.5. we reasonably suspect your involvement in any attempt to gain unauthorised access to any Revix Account and/or Savings Vault
  - 11.1.6. your Revix Account and/or Savings Vault is or appears to be the subject of any legal, regulatory or government process and/or we, in our sole discretion, consider there to be a heightened risk of legal or regulatory non-compliance

- 11.1.7. we are compelled to do so by a prima facie valid subpoena, court order, or other binding order of a government or regulatory authority; or
- 11.1.8. your name appears on a government or international body sanctions list
- 11.2. We will make all reasonable efforts to provide you with notice of any decision to restrict, suspend or terminate your Revix Account and/or Savings Vault, unless we are prevented from doing so by any legal or regulatory process or requirement, or where doing so may compromise our security and/or risk management procedures.
- 11.3. You accept and agree that we are under no obligation to disclose to you the fact of or reason for any decision to restrict, suspend or terminate your Revix Account, and shall have no liability to you in connection with the restriction, suspension or termination of your Revix Account.

## 12. No Investment, Financial or Tax Advice

- 12.1. Under no circumstances does any information contained on our website or platform, or provided to you through your Revix Account, or in relation to your Savings Vault by any employee, agent or affiliate of ours, constitute financial, investment or other professional advice.
- 12.2. You are solely responsible for any decision to invest cryptocurrency into a Savings Vault, and such a decision should take into account your risk tolerance and financial circumstances. You should consult your legal or tax professional in relation to your specific situation.
- 12.3. You understand and agree that we are not your financial broker, dealer, agent, or consultant. In any transaction or other activity which you use our services, you understand and agree that we holds no fiduciary duty to you to act for your benefit or otherwise. Any communication or information provided by us to you shall not be considered or interpreted as investment advice, financial advice, trading advice, or any other type of advice. You alone shall determine whether any investment, investment strategy, or related transaction is appropriate for you based on your own personal investment objectives, financial condition, and risk tolerance, and you alone shall be responsible for any and all losses or liabilities that result therefrom. We suggest you consult a legal or tax professional for advice regarding your specific situation. We do not make any recommendations to buy, acquire, sell or hold any cryptocurrencies. Before deciding to buy, sell, or hold any cryptocurrencies, we suggest that you conduct your own due diligence and consult your own financial advisor before making any investment decisions. We shall not be responsible for your decision to buy, sell, or hold cryptocurrencies based on any information provided by us.

## 13. Taxes

13.1. You are solely responsible for determining whether, and to what extent, any taxes apply to any transactions you carry out through your Revix Account, and for withholding, collecting, reporting and remitting the correct amounts of tax to the appropriate tax authorities.

## 14. Disclaimer of warranties

14.1. The Savings Vault and any related products or services are offered on a strictly "as-is" and "where-available" basis and we expressly disclaim, and you waive, all warranties of any kind, whether express or implied. Without limiting the generality of the foregoing, the Savings Vault and any related products or services are offered without any warranty as to merchantability or fitness for any particular purpose.

# **15.** Limitation of liability

- 15.1. In no event shall we, our operating entities or any affiliates (including their respective directors, members, employees or agents) be liable to you for any direct, indirect, special, consequential, exemplary or punitive damages or any other damages of any kind, including but not limited to loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, whether in contract, tort or otherwise, arising out of or in any way connected with your use of, inability to use, or unavailability of the Revix Savings Vault and/or your Revix Account, including without limitation any damages caused by or resulting from any reliance upon any information received from us, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorised access to our records, programmes or services.
- 15.2. Without limiting the generality of the above, in no event will any liability of ours, our operating entities or any affiliates (including their respective directors, members, employees or agents) arising in relation to your use of the Savings Vault or your Revix Account, exceed (in aggregate) the fees earned by us in connection with your use of your Revix Account in the six month period immediately preceding the event giving rise to the claim for liability.
- 15.3. You agree to take all possible measures to protect us from any damages arising out of your use of the Service or other actions related to your account and may be liable to us for any damages arising out of your use of the Service and other actions related to your account.
- 15.4. You hereby agree to defend, indemnify and hold us and its affiliates, and each of its or their respective employees, officers, directors, affiliates, subsidiaries, contractors, agents and successors harmless from any claims or demands (including reasonable legal fees) made or incurred by any third parties against us arising from or arising out

of your breach of this Agreement, your improper use of the Service, your violation of any laws or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your Revix account or access our website, software, system (including any network and servers used to provide any of the Service) operated by us or on our behalf, or any of the Services on your behalf.

15.5. The above limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. Because some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages, some of the limitations in this section may not apply to you.

## 16. Third Party Platform Default

- 16.1. As outlined in Section [4], we act solely as an intermediary and agent on your behalf with respect to facilitating your participation in the yield earned and distributed by Third Party Platforms. However, except in the case of Stacking selected cryptocurrencies, the cryptocurrency balance placed into a Savings Vault will leave our platform and be transferred to Third Party Platforms. We do not fully insure, indemnify, or otherwise guarantee the return of your cryptocurrency deposited into your Savings Vault that has been transferred to a Third Party Platform.
- 16.2. Your counterparty in this Service is a Third Party Platform, and you alone bear the risk of loss of your cryptocurrency balance should a Third Party Platform default. Your remedies in the event of a Third Party Platform default will be determined by such Third Party Platform's Terms of Service, and the applicable transaction and operation rules. These remedies may be limited or, in some cases, unavailable in the event of a Third Party Platform default. If the Third Party Platform does not return your cryptocurrency balance, it may not be possible to recover the cryptocurrency from the Third Party Platform, and we shall have no obligation to pursue such recovery on your behalf.

# 17. Liquidity loss

- 17.1. It is recorded that in certain circumstances, where the market for a particular supported Savings Vault cryptocurrency becomes illiquid, as defined below, we may in our sole discretion choose to process redemptions (or "Unlocks") from your Savings Vault.
- 17.2. The market for a particular supported cryptocurrency will be considered illiquid for the purposes of this section if:
  - 17.2.1. the seven-day average daily trading volume across each of the three highest-volume cryptocurrency exchanges that report prices for the applicable supported Savings Vault cryptocurrency (as measured by the 30-day average daily trading volume of the applicable Supported Savings Vault cryptocurrency) (these such exchanges, the "Liquidity

Exchanges") has decreased by 90% from the date of deposit into the relevant customer's Savings Vault, or

- 17.2.2. the supported Savings Vault cryptocurrency ceases to be listed on major cryptocurrency exchanges, or
- 17.2.3. the lending partner no longer supports the cryptocurrency, or
- 17.2.4. the lending provider is unable to facilitate lending for the cryptocurrency for a period of 10 business days. (e.g. the yield rate maintains 0% for 10 business days)

## 18. Disputes

18.1. You and we agree to notify the other party in writing of any claim or dispute that arises in relation to the Savings Vault, the Revix Platform, our website, your Revix Account or these Savings Terms, within 30 days of such claim or dispute arising. You and we further agree to attempt informal resolution of any Dispute prior to bringing a claim in any court or other body.

#### **19.** Disputes Governing Law and Jurisdiction

19.1. This agreement shall be governed by and construed in accordance with South African law, subject to any local mandatory rights you may have. You and we agree to submit all disputes, claims or controversies (including non-contractual Disputes, claims or controversies) arising out of or in connection with these Savings Terms, or the breach, termination, enforcement or interpretation thereof (together, Disputes), to the non-exclusive jurisdiction of the courts of South Africa.

#### 20. Class or Representative Action Waive

20.1. To the maximum extent permissible by law, you agree to only bring a Dispute against us in your individual capacity. You agree to waiver any right to commence or participate in any class action or other representative action or proceeding against us. Further, where permissible by law, no court may consolidate any other person's claim(s) with your Dispute, and may not otherwise preside over any form of representative or class proceeding.

> For the avoidance of doubt, if this Class or representative action waiver is found by any court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Disputes section shall remain valid and enforceable.

## 21. Governing Law

This Agreement, your use of the Service, any claim, counterclaim or dispute of any kind or nature whatsoever arising out of this Agreement, directly or indirectly, shall be governed by, and construed in accordance with the laws and regulations of South Africa.

#### 22. Miscellaneous

## 22.1. Entire agreement

These Savings Terms constitute the entire agreement and understanding between you and us with respect to their subject matter and supersede any and all prior discussions, agreements and understandings of any kind between you and Revix (including but not limited to any prior versions of these Savings Terms). This Agreement is incorporated into our Terms of Service and made a part thereof. In the event of a conflict between this Agreement and our Terms of Service, the contents of this Agreement shall take precedence and control. Unless otherwise provided in this Agreement, the terms used in this Agreement shall have the meaning provided in our Terms of Service.

## 22.2. Severability

If any provision of these Savings Terms, as amended from time to time, is determined to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Savings Terms but the legality, validity and enforceability of the other provisions in these Savings Terms shall not be affected and everything else in these Savings Terms will continue in full force and effect. In the event any provision or part thereof of these Savings Terms is determined to be illegal, invalid or unenforceable, that provision or part thereof shall be replaced by the parties with a legal, valid and enforceable provision or part thereof that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision, given the content and purpose of these Savings Terms.

## 22.3. Assignment

You may not assign or transfer any of your rights or obligations under these Savings Terms without our prior written approval. You give us your approval to assign or transfer these Savings Terms in whole or in part, including but not limited to: (i) a subsidiary or affiliate; (ii) an acquirer of our equity, business or assets; or (iii) a successor by merger.

## 22.4. Change of control

In the event that we are acquired by or merged with a third party, we reserve the right to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control.

## 22.5. Force Majeure

We shall not be liable for any delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, pandemic or other catastrophe or any other occurrence which is beyond our reasonable control.

## 22.6. Survival

All provisions of these Savings Terms that by their nature extend beyond the expiry or termination of these Savings Terms, including but not limited to, sections relating to the suspension or termination of your Revix Account, use of our website or platform, disputes with us and general provisions, shall survive the termination of these Savings Terms.

## 22.7. Headings

Section headings in these Savings Terms are for convenience only, and shall not govern the meaning or interpretation of any provision of these Savings Terms.

## 22.8. English Language Controls

Notwithstanding any other provision of these Savings Terms, any translation is provided solely for your convenience. The meanings of Savings Terms, conditions and representations herein are subject to definitions and interpretation in the English language. Any translation provided may not accurately represent the information in the original English.