

# The basics

## 1. Why this information is important

These terms and conditions (the **"Terms"**) govern the relationship between you and us and apply when you use the Revolut app to buy, sell, and hold cryptoassets.

We call the services above our **"crypto services"**. Some features of our crypto services may be available to business customers on company plans only or they may only be available in certain geographic locations. You can refer to our [FAQs](#) for more information.

These Terms form a legal agreement (the **"Agreement"**) between:

- you; and
- RT Digital Securities Cyprus Ltd (**"we", "us"**).

By agreeing to these Terms, you represent that you have full authority to enter into the agreement and meet the obligations under it. You also agree to only trade on your own account and use your own funds and you also agree that you will not act on behalf of others in buying or selling cryptoassets.

These Terms do not govern payment or other regulated services related to your payment account with a company in the Revolut group (a **"Revolut business account"**). Depending on where you live, the company which provides you with your Revolut business account may be Revolut Bank UAB, or Revolut Bank UAB through its branch office (we call this company a **"Revolut business account offering entity"**).

The [Business Terms](#), [Business Fees](#) page and any other documents that relate to your Revolut business account form a legal agreement between you and the Revolut business account offering entity. These Terms should also be read in conjunction with our [Community Standards](#). We will treat all instructions and actions by authorised persons (as defined within the [Business Terms](#)) acting within the limits of their authority as if their instruction or action comes directly from you. It is your responsibility to withdraw your authority from any authorised person (for example, if they are no longer employed by you). Any authorised person must be 18 or over. You are also responsible for all their activities.

If there is any inconsistency between these Terms and the terms of the Revolut business account offering entity, these Terms will apply. You can ask for a copy of these Terms from one of our support agents through the Revolut app.

### **Please read these Terms carefully.**

To use our crypto services, you must have a Revolut business account. Your Revolut business account is used to make and receive payments for our crypto services. For example, when you buy or sell a cryptoasset, we will work with the Revolut business account offering entity to make a payment into or out of it.

We are a company registered with the Cyprus Securities and Exchange Commission (**"CySEC"**) to offer cryptoasset services under the Prevention and Suppression of Money Laundering and Terrorist Financing Law. Our CySEC registration number is 001/22 and our company registration number is HE430310.

Cryptoassets are not like the money in your Revolut business account. In Cyprus they are regulated by the Cyprus Securities and Exchange Commission ("**CySEC**") only for the purposes of anti-money laundering and counter-terrorist financing. In Lithuania they are not regulated by the Bank of Lithuania.

When you use our crypto services (for example, to buy cryptoassets), you will not be protected by the European Deposit Guarantee Scheme ("**DGS**") or Cyprus Investor Compensation Fund, and if you have a complaint it is not likely to fall within the scope of the jurisdiction of the Financial Ombudsman of the Republic of Cyprus.

We do not provide any investment advice relating to our crypto services. You should carefully consider whether your personal situation and the financial risks you are willing to take mean that you should not buy cryptoassets. You may want to speak to an independent financial adviser.

To make sure you have safe access to our crypto services, download any updates for your device or the Revolut app as soon as they become available.

## **Our crypto services**

### **2. Buying and selling cryptoassets**

#### **Buying cryptoassets**

You can buy cryptoassets using the money in your Revolut business account, or by using cryptoassets in your cryptoasset pocket, by selecting "buy now".

If you "**buy now**", we'll follow the procedure below:

- You tell us how much money you want to spend, or how many cryptoassets you want to exchange, and we'll let you know how much of a cryptoasset you can buy (using the exchange rate at the time).
- If you click 'exchange', and we accept it, we will fulfil your instruction (we may work with our partnered exchanges or third parties to do so).

#### **Selling cryptoassets**

You can sell cryptoassets you hold in your cryptoasset pocket for money or for another cryptoasset.

If you instruct us to sell cryptoassets we will:

- sell the cryptoassets at the exchange rate at the time; and
- add the proceeds from the sale to your Revolut business account (if you sell cryptoassets for money), or to your cryptoasset pocket (if you sell one cryptoasset for another).

You cannot receive the proceeds from a sale in any other way.

Sometimes, we may pre-fund the payment of the proceeds of a sale into your Revolut business account, before we actually receive those proceeds from the exchanges or third parties we work with to provide our crypto services. If we do, and the payment fails to arrive, or the sale does not otherwise proceed, you agree that we will request the Revolut business account offering entity to reverse or put a hold on the payment we have pre-funded.

## **Limits**

We may limit the amount of cryptoassets you can buy or sell. We will tell you the amount of any limit before we accept your instruction.

## **Refusing your instructions**

Sometimes we might refuse your instruction to buy or sell cryptoassets. If we do, we will not be responsible for any losses you suffer as a result. We may refuse your instruction if:

- There are not enough cryptoassets available in the market.
- There is not enough money in your Revolut business account, or cryptoassets in your pocket.
- We, or one of the exchanges or third parties we work with to provide our crypto services, are not available (for example, due to service disruption or scheduled maintenance).
- We have good reason to suspect that your instruction was for illegal purposes (for example, to commit fraud).
- We have good reason to believe that your instruction could badly affect our reputation or goodwill.

## **Cancelling your instructions**

You cannot cancel any instruction to buy cryptoassets made using "buy now". You cannot cancel any instruction to sell cryptoassets.

## 3. Holding cryptoassets

### **How we hold cryptoassets as your nominee**

You appoint us as your 'nominee' for the purpose of holding your cryptoassets. This means we hold the legal title to, and you are the beneficial owner of, the amount of cryptoassets we hold on your behalf.

As the beneficial owner, you have the absolute rights to the financial value of the cryptoassets we hold for you. You also have complete control of your cryptoassets and we will only act upon the instructions you give us. This means that, within the limits of these Terms, you can tell us when to sell your beneficial interest in the cryptoassets we hold for you. You will not be able to carry out transactions yourself.

### **Custody arrangements**

Your cryptoassets are held in one or more virtual accounts that also hold cryptoassets for other Revolut customers. You will not have a separate cryptoasset account. You can use the Revolut app to see the amount of cryptoassets we hold on your behalf.

If we see fit, we may appoint another person or organisation to hold your cryptoassets. That person or organisation would be referred to as a sub-custodian. There won't be any contractual relationship between you and any sub-custodian we appoint.

## 4. Available cryptoassets

The list of available cryptoassets is shown in the Revolut app. From time to time, we may have to delist a cryptoasset.

When a cryptoasset is going to be delisted, we will give you the opportunity to sell that cryptoasset. Once the delisting is announced, you will no longer be able to buy that cryptoasset on the app.

On the day the delisting takes effect, the cryptoasset will be removed from the Revolut app. If you still hold any cryptoassets being delisted on that date, you agree that we may, and instruct us to, convert them on your behalf to the base currency of your Revolut business account at the exchange rate that applies at the time we make that conversion.

We will do our best to give you advance notice of a delisting, although this might not always be possible where, for example:

- There is a sudden change in laws or regulations that impacts the regulatory status of a cryptoasset, or which means we can no longer support that cryptoasset.
- A cryptoasset changes the way it functions or its name.
- The third parties we work with to provide our crypto services stop supporting the cryptoasset.

In addition to those above, there can be many different reasons for a delisting, such as:

- The available liquidity for the cryptoasset breaches our requirements, or otherwise presents risk to us, our users, or other exchanges and third parties we work with to provide our crypto services.
- The cryptoasset has very low value, meaning it can be susceptible to price manipulation.
- The cryptoasset has security vulnerabilities, or is the subject of fraud or other abuse.

## 5. Cryptoasset exchange rate

Whenever you make a cryptoasset exchange, we use our exchange rate, add a fee (if one applies) and show you the total cost.

### **Where our cryptoasset prices come from**

The price we show you for buying or selling a particular cryptoasset is calculated based on our exchange rate. The price we show you for buying a particular cryptoasset is higher than the price for selling that cryptoasset. This difference is known as "spread", and is a variable cost that is built into the price we show you for buying or selling a cryptoasset.

### **How we set our cryptoasset exchange rate**

We calculate our exchange rate by taking the bid-ask spread that other cryptoasset exchanges and over-the-counter trading partners offer us and applying additional spread.

Our exchange rate is variable. This means it is constantly changing, and may depend on a combination of factors, including the type of cryptoasset, market liquidity, market volatility, and the size and type of your transaction. To ensure you are getting the value you are happy with, you can always see the current crypto exchange rate, inclusive of spread, in the Revolut app before you submit your transaction.

The exchange rate may change between the time you told us you wanted to buy or sell cryptoassets and the time your transaction is settled. This means that if you ask us to buy cryptoassets, you may receive a little more or less cryptoassets than what you had expected,

and if you ask us to sell cryptoassets, you may receive a little more or less money than you expected.

Our exchange rate doesn't include our crypto trading fees. We charge you a small fee on crypto transactions as set out on our Fees Page. We'll show you this fee in the app before you make a transaction, as well as after you make a transaction in the transaction details.

## 6. Risks of cryptoassets

Cryptoassets carry significant risks. You should carefully consider whether it is appropriate for you to buy cryptoassets.

These risks include the following:

- Unlike normal money, when you buy or sell cryptoassets you are dealing with something digital, not something tangible. This means that, like any other digital system, cryptoassets are at risk of being hacked or affected by technical problems. This could result in you losing your cryptoassets or delay your ability to sell them.
- The regulation (or lack of regulation) of cryptoassets and crypto service providers can change at any time. Any change is likely to affect the value of any cryptoassets we hold for you.
- The value of cryptoassets can fall (and is more likely to do so than normal money is). This could happen if, for example, a new, better cryptoasset is created, software developers make unexpected changes to how the cryptoasset works, or there is a change in cryptoasset regulation.
- The price or value of cryptoassets can rapidly increase or decrease at any time. It may even fall to zero. Unlike normal money, no bank or government can stabilise the value of cryptoassets if it changes suddenly.

## Legal bits and pieces

### 7. What happens if there's a network impact incident?

#### **What happens if there is a fork?**

A fork is a sudden change in how a cryptoasset works. A fork may seriously change the function, value or even the name of a cryptoasset. If this happens, we'll speak to our partnered cryptoasset exchanges and work out the best approach for our customers.

Unfortunately, for reasons beyond our control, a fork may cause a cryptoasset we hold for you to be split into two cryptoassets. If this happens, the following may apply, as we see fit:

- You may get a balance in one of those two cryptoassets that our partnered exchanges decide to support as the main cryptoasset.
- You may not get any or all of the two new cryptoassets (for example, if we or our partnered exchanges decide not to support those cryptoassets).

A fork can also affect the exchange rate.

### **What happens if there is an airdrop?**

A cryptoasset airdrop is the practice of sending bonus cryptoasset to existing users in order to promote awareness of the currency in question. This could affect the price or value of the cryptoasset. An airdrop can also affect the exchange rate. If an airdrop occurs we will make a decision as to whether or not to support it based on technical, compliance and regulatory considerations. We do not guarantee that we will support an airdrop.

### **What happens if there is a “buyback-and-burn”?**

In most “buyback-and-burn” cryptoasset models, a network generates income in one cryptoasset token and uses the proceeds to “buy-back” and “burn” its own native token. The intent is to increase the value of the cryptoasset by reducing its supply as income grows. Reducing the supply may increase the value of this cryptoasset token but it may also affect its availability. A “buyback-and-burn” can also affect the exchange rate.

### **What happens if there are other types of network impact incidents?**

Cryptoassets are software based. This means they are prone to bugs and security or other network impact incidents like any other piece of software. These might impact our ability to provide our crypto services too. If they do, we'll take any appropriate action provided for in these Terms.

## **8. Taxes**

Please remember that your use of our crypto services may give rise to tax liability. We are not responsible for assessing your tax liability, collecting tax from you, making any payments on your behalf, or providing any reports relating to tax. If you require advice on your tax liability arising from your use of our crypto services, consult an independent tax advisor.

## **9. Can we change these terms?**

We can change these Terms, but we'll only do it for the following reasons:

- To make them easier to understand or more helpful to you.
- To reflect the way our business is run (for example, if the way a financial system or technology is provided changes).
- To reflect legal or regulatory requirements that apply to us.
- To reflect changes in the cost of running our business.
- Because we are changing our services or products, or adding new ones.

### **Telling you about changes**

If we add a new product or service that doesn't change our existing Terms, we may add it immediately and let you know before you use it.

We will do our best to give you advance notice (usually within 30 days) through the Revolut app before we make any changes, unless the change is for your benefit in which case we will give you notice but we may apply this change sooner.

However, we do not guarantee that we will always be able to notify you in advance of the changes we make, for example, in an emergency (e.g. such as a sudden change in applicable laws and regulations). If you don't like the changes, you can end your Agreement with us. We'll assume you're happy with the changes unless you tell us otherwise once we notify you of the changes.

## 10. Do we process personal data?

Yes. We process your personal data to provide your crypto services to you, and may share it with companies in the Revolut group for financial crime prevention purposes. For more information about how Revolut processes your personal data, please see our [Business Customer Privacy Notice](#).

## 11. Are we responsible if something goes wrong with your crypto service?

We'll do as much as reasonably possible to make sure that our crypto services are not interrupted, are secure and virus-free, and are accessible at a reasonable speed. However, we can't promise that this will always be the case.

Sometimes we'll suspend use of our crypto services so that we can make technical changes, add new features (such as new cryptoassets), make sure it runs smoothly or improve its security. We'll try to give you notice before we do this, although we might not be able to do so in an emergency. We'll also try to keep any suspension as short as possible.

### **We will only be responsible for foreseeable losses**

If we don't meet our obligations under these Terms, we will not be responsible for any loss that we couldn't have thought you'd suffer at the time we entered into the Agreement with you. Nothing in these Terms removes our liability for death or personal injury resulting from our negligence or for fraud or fraudulent claims and statements.

### **Are we liable for events outside of our control?**

Although we do our best to provide our crypto services to you, there is a risk of events outside of our control occurring. These could impact our service or cause you loss. We are not liable if this happens.

For example, this could happen when there is:

- A network impact incident (see some non-exhaustive examples above).
- A change in law or regulatory requirements, which has the potential to affect the cryptoassets we hold on your behalf.
- Any other event beyond our control.

We will not be liable for any direct or indirect losses you suffer as a result of events outside of our control that affect cryptoassets in any way (e.g. name, value, function, legality or availability). We will also not be liable for any losses (direct or indirect) that result from technical problems with our system or that of our partners.

### **Will we let you know if certain events are affecting your cryptoassets?**

We will try to provide you with information on any events impacting your cryptoassets. However, we don't guarantee that we will. It is your responsibility to make yourself aware of, and consider how to deal with, any events that may affect your cryptoassets in any way. You should do this before using our crypto services, and at regular intervals while you're holding crypto products (remember, the market can go down, as well as up, very quickly). Please consider whether you should get independent financial or legal advice before investing in cryptoassets.

## 12. When you might be responsible for our losses

You may be responsible to us for certain losses. If you break these Terms in a serious way, and this causes us to suffer a loss, the following will apply:

- You will be responsible for any losses we suffer as a result of your action (we will try to keep the losses to a minimum).
- If your actions result in us losing profits, you may also be responsible for those losses, unless this would mean that we are compensated twice for the same loss.
- You will also be responsible for any reasonable legal costs that arise in connection with our losses.

## 13. When could we end your crypto services?

We will try to give you two months' notice if we need to end your crypto services. However, we may immediately, and without notice, suspend your access to our crypto services, or terminate your access to our crypto services and end this Agreement, if any of the following apply:

- We suspect that you are behaving fraudulently or otherwise criminally.
- You haven't given us information we need, or we believe that information you have provided is incorrect or not true.
- You've broken these Terms regularly or in a serious way, and you haven't put the matter right within a reasonable time of us asking you to.
- You've been declared bankrupt (or the equivalent in the country you live in).
- We have good reason to believe that your use of our crypto services could damage our reputation or business, or badly affect us or any of our services.
- We have to do so by law.

### **What happens if we suspend, or terminate your access to our crypto services and end this Agreement?**

If we suspend or terminate your access to our crypto services for any of the reasons above, this may result in:

- Your access to our crypto services being blocked in future.
- Your access to any services offered by other companies in the Revolut group being blocked, suspended or terminated immediately.

If we terminate your access to our crypto services, you will be asked to sell all of your cryptoasset holdings with Revolut by a specified date. If you do not do so, you agree that we may, and instruct us to, sell all of your cryptoasset holdings on your behalf, according to the exchange rate at the time and subject to applicable fees. We will place the proceeds of the sale in your Revolut business account.

## 14. How to make a complaint

We always do our best, but we realise that things sometimes go wrong. If you have a complaint, please contact us and we'll try to put things right.

The most efficient way to make a complaint is to use this [online form](#). We'll look into your complaint and respond to you by email. We will communicate with you in English, unless we tell you otherwise.

We are only responsible for dealing with complaints about our crypto services. If you have a complaint about a service provided to you by the Revolut business account offering entity, you will need to contact that company instead. But don't worry, if you use this [online form](#), tell us the country where your Revolut business account is registered, and the service your complaint relates to, it will get sent to the right place.

## 15. Disclosures

Because of the way we structure and provide our crypto services, we or one of our other customers may have some form of interest in business being transacted for you. We take steps to manage conflicts of interests, but wanted to make sure you are on the same page as us when it comes to the following things:

- You can only enter into cryptoasset transactions with us in the app, and not with third parties.
- We set our own cryptoasset exchange rate. This means that our prices will be different from the mid-market rate for buying or selling a particular cryptoasset, as well as the rates shown on other exchanges or trading platforms.
- We may execute hedging transactions to manage our risk when providing our crypto services. These transactions can impact the cryptoasset exchange rate shown to you for buying or selling cryptoasset. We will keep any profits generated by our hedging activity.
- We may make decisions about how or where to custody cryptoassets (e.g. in cold or hot storage, including making transfers between cold and hot storage), and how or where to direct orders, to ensure that your instructions are fulfilled and executed in a timely fashion. This may include directing them to certain cryptoasset exchanges, dealers, or third parties over others.
- We may receive rewards, remuneration, or other financial or other non-financial benefits from third parties under our cryptoasset custody arrangements with them, or to support the launch or marketing of certain cryptoassets, or related products or services. You acknowledge and agree that we will keep any such benefits generated by these activities.

## 16. Our Agreement

### **Our Agreement with you**

Only you and we have any rights under this Agreement. This Agreement is personal to your business and your business cannot transfer any rights or obligations under it to anyone else.

### **Our right to transfer**

We will only transfer any of your and our rights or obligations under this Agreement if we reasonably think that this won't have a significant negative effect on your rights under these Terms, or we need to do so to keep to any legal or regulatory requirement.

When we transfer rights and obligations we call this 'novation'. When we only transfer rights, we call this 'assignment'.

### **Cyprus law applies**

The laws of Cyprus apply to this Agreement. You will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law.

The English version of this Agreement applies. If these Terms are translated into another language, the translation is for reference only.

### **Our right to enforce the Agreement**

If you have broken this Agreement and we don't enforce our rights, or we delay in enforcing them, this will not prevent us from enforcing those or any other rights at a later date. This is also the case if we have any legal rights that we don't enforce straight away.

### **Taking legal action against us**

If you want to take legal action against us in the courts, only the courts of Cyprus can deal with any matter relating to these Terms. If you live in another country, you may be able to take other action in the courts where you live.