These Terms were updated on **16 August 2023** and apply to Revolut customers who signed up to receive crypto services on or after **16 August 2023**.

If you signed up to receive crypto services before **16 August 2023**, the previous version of these Terms (click here) will apply to you until **15 September 2023**.

# 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, deposit, and withdraw cryptoassets.
- Hold cryptoassets.
- Transfer cryptoassets to other Revolut users (sometimes called an "off-chain transfer").
- Spend cryptoassets from your Revolut Card.
- Stake cryptoassets.

We call the services above our "crypto services". Some features of our crypto services may be available to Plus, Premium, Metal or Ultra plan customers 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 Revolut Ltd ("we", "us").

These Terms do not govern payment or other regulated services related to your payment account with a company in the Revolut group (a "Revolut account"). Depending on where you live, the company which provides you with your Revolut account may be Revolut Ltd, Revolut Bank UAB, or Revolut Bank UAB through its branch office (we call this company a "Revolut account offering entity"). The Personal Terms, Fees page and any other documents that relate to your Revolut account form a legal agreement between you and the Revolut account offering entity.

These Terms should also be read in conjunction with our Community Standards.

We are a UK company registered with the Financial Conduct Authority to offer cryptoasset services under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. Our firm reference number is 900562 and our company number is 08804411.

If there is any inconsistency between these Terms and the Personal Terms of the Revolut 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 Account. Your Revolut account is used to make and receive payments for our crypto services. For example, when you buy or sell a cryptoasset with money or e-money, we will work with the Revolut account offering entity to make a payment into or out of it.

Cryptoassets are not like the money or e-money in your Revolut account. They are decentralised and in the UK they are regulated by the Financial Conduct Authority 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 Financial Services Compensation Scheme ("FSCS") or the Lithuanian Deposit Insurance Scheme and if you have a complaint it is not likely to fall within the scope of the jurisdiction of the Financial Ombudsman Service ("FOS").

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.

#### **Change in location**

If at any time you tell us in the Revolut app that your country of residence has changed to a country where our crypto services are offered by RT Digital Securities Cyprus Ltd ("RTDSCL"), you agree that we will automatically:

- novate your Agreement with us to RTDSCL without notice;
- vary clause 23 of this Agreement to replace references to "England and Wales" with "Cyprus".

We will give you a copy of the novated Agreement, and assume that you are happy with this change unless you tell us that you wish to end the Agreement.

# Our crypto services

# 2. Buying and selling cryptoassets

#### **Buying cryptoassets**

You can buy cryptoassets using the money or e-money in your Revolut account, or by using cryptoassets in your cryptoasset pocket (for "buy now" and "auto exchange" only). You can buy cryptoassets in the following ways. They are:

- You can "buy now", and buy cryptoassets straight away.
- You can set up an "auto exchange", and buy cryptoassets in the future, if the exchange rate hits the target rate you set.
- You can set up a "recurring buy", and buy cryptoassets at regular intervals in the future, at the exchange rate at each individual time.
- You can buy multiple cryptoassets by selecting a "collection of cryptoassets".

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

- You tell us how much money or e-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).

If you set up an "auto exchange", we'll follow the procedure below:

- You tell us the target exchange rate that you want to buy at (the "target rate").
- You also tell us how much money or e-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 target rate).
- If you click 'auto-exchange', your instruction will be submitted. If we accept it, and the target rate is hit, we will fulfil your instruction (we may work with our partnered exchanges or third parties to do so).

If you set up a "recurring buy", we'll follow the procedure below:

- You tell us how much money or e-money you want to spend and we'll let you know how much of a cryptoasset you can buy if you buy it now (using the exchange rate at the time).
- You also tell us the first date on which you want to buy cryptoassets (which might be now, or in the future), and how often you want the purchase to recur (for example, weekly or monthly).
- If you click 'confirm order', your instruction will be submitted. If we accept it, on the first
  date you told us to buy the cryptoassets, and on every date you told us you wanted the
  purchase to recur, we will fulfil your instruction (we may work with our partnered exchanges
  or third parties to do so).
- You'll spend the amount of money or e-money you told us you want to spend (using the
  exchange rate at the time of each purchase, not the exchange rate from the time you set
  up your recurring buy).

If you "buy a collection", we will follow the procedure below:

- You tell us which collection you want to buy.
- You tell us how much money or e-money you want to spend and we will divide the amount by the number of cryptoassets available in that collection (you may exclude some of the tokens).
- If you click "confirm order", and we accept it, we will fulfil your instruction (we may work with our partnered exchanges or third parties to do so).
- Each cryptoasset purchased as part of a collection will show in your portfolio as a separate holding.

Sometimes, for reasons beyond our control, we won't be able to buy cryptoassets for you. If this happens, we'll let you know.

#### Selling cryptoassets

You can sell cryptoassets you hold in your cryptoasset pocket for money or e-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 account (if you sell cryptoassets for money or e-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 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 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 e-money or money in your Revolut 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 can cancel an "auto exchange" or a "recurring buy", but only before we accept your instruction. This means you can only cancel an "auto exchange" before your "target rate" is hit, and you can only cancel a "recurring buy" the day before it is due to occur or reoccur.

You cannot cancel any instruction to sell cryptoassets.

# 3. Depositing and withdrawing cryptoassets

#### Depositing cryptoassets from an external wallet

If you are on an eligible plan and in an eligible location (please refer to the FAQs), you can deposit cryptoassets into your Revolut cryptoasset pocket from an external address. No fee applies to deposits, and we do not receive any fee payment whatsoever. However your originating wallet or third party service may charge a fee for the transaction as it is a withdrawal from that location.

We only support deposits for certain cryptoassets. If we support deposits for a certain cryptoasset, we will show you in-app, in the "Receive" section. You must not use that address to deposit a different cryptoasset. Any deposits for unsupported cryptoassets will be permanently lost, and we will not be liable for any losses you suffer as a result of this.

Please note that once you have closed your Revolut account (or whilst your account is in the process of being closed), you should not attempt to send any cryptoassets to the Revolut deposit address. If you do, any cryptoassets sent to your deposit address will be permanently lost, and we will not be liable for any losses you or others incur by attempting to do this.

#### Withdrawing cryptoassets to an external wallet

If you are on an eligible plan or in an eligible location (please refer to the FAQs), you can withdraw your cryptoasset balance to an external wallet. We will tell you which cryptoassets we support for withdrawals within the app.

A fee applies for withdrawals, which will always be shown to you in the app before you submit your instruction. This fee consists of the network fee charged on the blockchain, which we incur and pass on to you for processing this transaction, and an additional service fee which we may charge you for facilitating this transaction.

The network fee shown to you is an estimate based on the network fees for on-chain transactions at the time you place your withdrawal instruction. Our estimate may turn out to be higher or lower than the network fee we ultimately incur, as it may depend on network congestion and whether we batch your withdrawal with other transactions. If the network fee you pay exceeds the final network fee that we incur, we will keep the difference.

#### Blocking, freezing, and returning deposits and withdrawals

To meet our regulatory obligations, we may be required to:

- Collect certain information from you before or after processing your withdrawal to an external wallet, and share that information to the host of that external wallet.
- Collect and verify information about a deposit from an external wallet, and carry out a risk assessment on the deposit, before making it available to you.

We may freeze and retain a deposit or withdrawal, return an attempted withdrawal to you, or return an attempted deposit to its source, where:

- You do not provide the information we need to process or release a deposit or withdrawal, or we have good reason to suspect that information you have provided is incorrect or false.
- We receive insufficient information about a deposit from an external wallet, or the information does not match our records about who the intended beneficiary of the deposit is.
- The host of an external wallet rejects and returns your withdrawal to us.

You may be charged any network and service fees associated with returning a deposit to its source, or returning a withdrawal to you where it is rejected by the host of an external wallet. We also apply financial crime and sanctions checks to deposits and withdrawals, which may result in us:

• Freezing a deposit or withdrawal, and asking you for additional information before processing or releasing a deposit or withdrawal.

- Blocking deposits to, or withdrawals from, certain external wallet addresses.
- Freezing and retaining deposits from a source that has been identified as being sanctioned, until applicable sanctions change, or you receive a 'Release of Blocked Funds' licence from an appropriate sanctions organisation.

When a deposit or withdrawal is blocked, frozen, or returned, we will store and process this information in accordance with our legal and regulatory obligations. We may also share this information with other companies in the Revolut group for financial crime prevention purposes.

#### **Refusing your instructions**

We may refuse your instructions to deposit or withdraw cryptoassets when:

- There are not enough cryptoassets available 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.

#### Limits

There is no limit to the amount of cryptoassets you can deposit.

We may limit the amount of cryptoassets you withdraw. We will tell you the amount of any limit before we accept your instruction.

#### Liability

We are not liable for any losses you or others incur related to a withdrawal or deposit of cryptoassets to or from an external wallet, including as a result of the following:

- You deposit cryptoassets that we do not support.
- You attempt to deposit cryptoassets to your Revolut deposit address once your Revolut account is closed, or is in the process of being closed.
- A deposit or withdrawal is blocked, frozen, or returned.
- We refuse your instructions to deposit or withdraw cryptoassets.
- You withdraw cryptoassets to an external wallet that is not owned and controlled by you, or which you are unable to access.

Please remember that we will not be able to reverse any withdrawals or deposits as these transactions are irreversible. So, please check that you enter the correct deposit or withdrawal address before you submit your instructions. We will not be responsible for any losses you may suffer as a result of making a mistake entering the deposit or withdrawal address.

#### **Cancelling your instructions**

Because cryptoasset transactions are irreversible, you cannot cancel your instruction to withdraw cryptoassets once we have accepted it.

# 4. 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, transfer, and withdraw 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.

# 5. Transferring cryptoassets

You can transfer cryptoassets to other Revolut customers that have onboarded to receive our crypto services in the Revolut app (sometimes called an off-chain transfer). If we accept your instruction, we'll transfer your beneficial interest in the relevant amount of cryptoassets to them.

# 6. Spending cryptoassets

If you live in an eligible location you can use your cryptoasset balance to pay for everyday spending on your Revolut Card. You can refer to this FAQ for more information on eligible locations. If you instruct us to do this in the app whenever you make a transaction using your Revolut Card, we will instantaneously convert your crypto balance into the equivalent fiat amount to pay for your transaction, subject to our exchange rate at the time of the transaction, and any crypto fees applicable to your subscription plan.

Once the conversion is done, your payment will be processed by the Revolut account offering entity under applicable terms and conditions.

- If you request a refund from the merchant, you will be paid any funds due back in fiat currency into your Revolut account minus the fees incurred as a result of the conversion from crypto into fiat.
- If the transaction was pending and it is later reversed, we will apply the credit to the cryptoasset balance used for the original transaction.

As with all transactions in cryptoassets, remember that the value of crypto may go down as well as up.

If the cryptoasset pocket you have selected to pay from does not have a sufficient balance, this may result in you going into a negative crypto balance. We will then debit the fiat value equivalent to the negative crypto balance from your Revolut account, subject to our exchange rate at the time of the transaction, and any crypto fees applicable to your subscription plan.

### 7. 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. We may also give you the opportunity to withdraw that cryptoasset to an external wallet if we support withdrawals for that cryptoasset in your geographic location. Once the delisting is announced, you will no longer be able to buy that cryptoasset on the app, and any buy limit orders that you have placed may be cancelled.

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 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.

# 8. Cryptoasset exchange rate

Whenever you make a cryptoasset exchange (within your plan's exchange limit), 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 or e-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.

### 9. Cryptoasset staking

If you live in an eligible location and hold selected cryptoassets with Revolut you may be given the option to "stake" them.

Staking is a process that allows users to support the operation of a blockchain network, by participating in the transaction validation process of a proof of stake network. Users participating in this process may receive a reward as a return. If you instruct us to stake your cryptoassets, we will use third parties known as validators to carry out your instruction. Validators are chosen by the network using a formula based on ownership of the underlying cryptoassets (in contrast to "proof of work", blockchains that utilise computing power). We may also work with other partners to provide this service to you.

When you stake cryptoassets, you are instructing us to use a third party provider to stake the cryptoassets on your behalf and you consent to such assets being staked by the third party. We will select that third party provider based on the assets they support, protections against slashing and other commercial considerations. The list of assets available for staking on Revolut can be found in-app. We may, from time to time, change the list of cryptoassets available for staking, or cease to support staking altogether, and we will try to let you know in advance if we do that although it may not always be possible.

Note that even though we use a third party to provide staking services, your staked cryptoassets are not transferred to a third party. Revolut will continue holding these cryptoassets on your behalf and you remain the beneficial owner of your cryptoassets.

#### **Fees**

We may ask you to cover the network fees of making a staking transaction. If we do this, we will always show you the fees in-app before accepting your instruction.

#### Limits

We may limit the amount of cryptoassets you can stake or place other limits (minimum amount or maximum amount). We will show you the amount of any limit or restriction in-app before we

accept your instruction.

#### **Rewards**

After we accept your instruction, we will instruct a third party provider to stake the amount you have told us in-app. If we or anyone acting on our behalf successfully validates a block of transactions using your staked cryptoassets, a reward may be granted by the network or the third party. Generally speaking, the greater the amount of cryptoassets staked, the greater the chance of receiving a reward. The exact value of your reward, and hence annual yield, will be determined by the protocol of the applicable network (the "**Protocol**"), the third party or us, applying the principles of proportionality to the amount staked.

We will distribute this reward to you once we receive it from the network or the rewards are withdrawn from the validator at regular intervals, (which might be a few days after the rewards were generated), net of third party and our commission (which may vary according to how many cryptoassets you stake). The rewards that you may be entitled to depend on the token and will be between 50% and 90% of the yield generated by the Protocol. We will also automatically compound any rewards, unless stated otherwise.

#### Off-boarding

If you're eligible for a reward after you have been off-boarded from the Revolut app, you waive the claim to the reward and consent that Revolut can keep this reward. We may also be unable to close your account while you have an open staking position that is subject to a lock-up period or the account closure might take longer than usual.

#### **Refusing your instructions**

Sometimes we might refuse your instruction to stake or unstake 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 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 believe that your instruction could badly affect our reputation or goodwill.

#### No guarantee of reward

The rate of staking rewards is an estimate and depends on many factors outside our control, therefore we do not guarantee that you will receive any staking rewards. The return rate displayed in-app is indicative only and it is the expected annualised return based on historical data, net of Revolut's and third parties' commission.

We may refuse to pay any reward, and you will have no claim to any such reward, if we suspect the source of the reward to be associated with illicit or illegal activity.

#### Reward limitations and lock-up period

Depending on the Protocol there may be certain rules that limit the period of time during which your staked assets can generate a reward or the amount of staked cryptoassets eligible to participate in reward generation.

Some Protocols might also require a "lock-up" period, during which you cannot sell, withdraw or unstake your assets and you will not be able to close your Revolut account while you have an open staking position. We will always show you the expected duration of the expected period during which no reward is generated and any "lock-up" period, before we accept your instruction to stake.

#### Liability

Remember that cryptoassets are highly volatile and their value can fluctuate. Revolut is not liable for any losses that you suffer as a result of staking, including due to price fluctuation of cryptoassets staked subject to a "lock-up" period, an unexpected extension of any "lock-up" period, or a Protocol or other network upgrade or failure.

#### Slashing penalties

Certain acts or omissions of our partners can cause slashing penalties (a reduction in the staked principal amount) being imposed by the applicable network to cryptoassets staked on your behalf. This can be due to extended downtime or malicious activity or events that compromise the security of the network and may result in a loss of rewards or the principal of the staking assets. We will do our best to compensate you for such losses as long as the penalties are not a result of:

- · Your acts or omissions.
- Protocol maintenance, bugs or errors.
- Hacker attacks or other malicious acts.
- Force majeure events.

#### Governance

Some of the Protocols include governance rules and voting mechanisms. In the case of our staking services, you agree that we or our partners (staking providers) are solely responsible for all staked assets' governance decisions regarding the staking services, and instruct us or our partners to exercise any voting right(s) on your behalf. We will not be liable for any decisions that may result in loss to you.

#### **Protocol updates**

Staking Protocols undergo periodic reviews in which the rules of staking might change. These changes might alter the duration of a lock-up period, affect the distribution of the rewards or the payment cycles, impact the price of cryptoassets, or otherwise result in loss to you. We'll do our best to inform you about any significant changes and how they may affect you, but this might not always be possible. We will not be liable for any loss to you resulting from a Protocol upgrade or update.

# **Crypto Learn & Earn**

Crypto Learn & Earn is a programme offered by Revolut which allows you to learn about supported crypto assets by completing short lessons, and earn crypto rewards.

### 10. How does Crypto Learn & Earn work?

Crypto Learn & Earn gives you the opportunity to learn about a specific cryptoasset and familiarise with the world of crypto by completing lessons consisting of videos or cards and answering questions designed to test your knowledge and understanding. Once completing a lesson, you may receive a small amount of cryptoasset as a reward.

#### What are the participating cryptoassets?

We regularly update the lessons included as well as the cryptoassets offered via Crypto Learn & Earn and you can see a full list of participating cryptoassets by visiting the list of FAQs.

#### Who is eligible to receive a reward?

Crypto Learn & Earn is available to all customers in the countries outlined in this FAQ.

#### What reward will I receive?

The reward you will receive for completing a lesson will be shown to you in the Revolut app before starting each lesson. The reward amount you will receive will be denominated in fiat currency (like GBP or EUR), but the reward will be in a cryptoasset token (for example "€5 of DOT"). The amount of cryptoasset rewarded will be calculated using the exchange rate at the time of the reward, as outlined in these Terms.

You may read through and complete a lesson multiple times, but you are only eligible to earn the reward associated with that lesson once. If we have reasonable grounds to believe that you have engaged in any fraud or material abuse of this programme (such as for example attempting to obtain an unfair advantage through deception) we may take any action we see fit including refusing to pay any reward. Crypto Learn & Earn rewards are limited while funds last. We may change the reward amount or remove it completely.

# **Crypto Referrals**

Crypto Referrals is exclusively directed at, and only available to, individuals outside of the United Kingdom. If you are based in the United Kingdom, you cannot participate in Crypto Referrals, either as a Referrer or Invitee.

# 11. What is Crypto Referrals?

Crypto Referrals is an event that allows certain Revolut customers to earn a reward (the "Reward") when they refer a Revolut friend to start trading cryptoassets.

Crypto Referrals will run for a period of time at our discretion and will be shown to the Referrer in-app (the "**Event Period**"). This section of the Terms sets out the rules you must comply with when you participate in this event (the "**Crypto Referrals Rules**").

You (the "**Referrer**"), and any person you refer (the "**Invitee**"), must meet all the criteria during the Event Period. If you (or they) do not, or if you (or they) partially meet any of the criteria during the Event Period, you will not receive the Reward.

#### Who is eligible for Crypto Referrals?

To be eligible, the Referrer and Invitee must live in a location where they are eligible to participate in Crypto Referrals ("Eligible Location"). The UK is not an Eligible Location. We will notify the Referrer if they or the Invitee are not in an Eligible Location. Eligible Locations may change from time to time, at our discretion.

The Referrer must:

- Have a payment account with a company in the Revolut group.
- Have on-boarded to receive our crypto services.
- Have sent (or received) fiat currency to (or from) the Invitee previously.

#### The Invitee must:

- Have a payment account with a company in the Revolut group.
- Have enabled the "Messaging with friends", and "Personalised in-app recommendations" toggles in the Security & Privacy settings in the Revolut app.
- Have not used our crypto services before.

#### **How do I access Crypto Referrals?**

To access Crypto Referrals, the Referrer and Invitee must follow the steps below:

- The Referrer must send a referral link to the Invitee via the in-app chat, inviting them to participate in Crypto Referrals.
- The Invitee must tap the unique referral link shared by the Referrer to navigate to the crypto tab (or, if they have not done so already, on-board to receive our crypto services after receiving the invitation to participate in Crypto Referrals and agree to these Terms).
- The Invitee must buy a minimum amount of cryptoassets in the Revolut app, in either one or multiple transactions (the "Required Amount"). The Required Amount will be shown to the Referrer in the app. If the Referrer invites a friend from a different country, the Required Amount will depend on the location of the Invitee and may vary according to live exchange rates.
- There may be a time limit for the Invitee to purchase the Required Amount of cryptoassets. If a time limit applies, this will be shown in the app. If the time limit expires, the Referrer will not receive a Reward.
- The Referrer can track progress of steps completed by the Invitee in the Revolut app.

#### What is the Reward?

The Reward is a certain amount of cryptoassets shown to you in the app (e.g. Bitcoin, or another cryptoasset we may select at our discretion).

The fiat currency value of the Reward may vary depending on the Referrer's location. The Referrer will be shown the fiat currency value of the Reward they are eligible to receive in the Revolut app.

Rewards will be paid into the Referrer's cryptoasset pocket after all steps to access the Crypto Referrals are completed, but may take a few days to appear.

What limitations are there on this Crypto Referrals?

Referrers can refer as many people as they like, subject to certain daily, weekly and monthly referral request limits. The maximum number of Rewards a Referrer may receive is 10. If a Referrer invites more than 10 people, they will not be paid more than 10 Rewards. The Referrer will not receive a Reward if the Invitee accepts the invitation of a different Referrer, or the Invitee onboards to receive our crypto services without using the unique referral link shared by the Referrer.

#### What else should I know?

- Crypto Referrals is organised and offered by us, Revolut Ltd, a company whose registered address is at 7 Westferry Circus, London, E14 4HD.
- We may suspend or cancel Crypto Referrals before the end of the Event Period (either for certain individuals or the event as a whole), or change the Crypto Referrals Rules, at any time and without notice.
- Crypto Referrals is a one-sided event, where only the Referrer (not the Invitee) can receive a Reward.
- To be eligible for a Reward, Referrers and Invitees must comply with all terms and conditions that apply to your Revolut accounts and crypto services.
- Events beyond our control may occur that render the access to Crypto Referrals impossible. Accordingly, we will not be liable for any loss, whether directly or indirectly suffered, as a result of an event outside of our control.
- If we have reasonable grounds to believe that a person has engaged in any fraud or abuse of Crypto Referrals, we may in our sole discretion take any actions we see fit in the circumstances, including suspending or closing their payment account, and reversing any Rewards. For example, it would be an abuse of Crypto Referrals for a Referrer or Invitee to change their address to try to gain access to Crypto Referrals, when they do not live in an Eligible Location.
- These Crypto Referrals Rules form part of this Agreement. If you have any questions or complaints about Crypto Referrals, you can contact us via chat, in the app.

# **Risks**

# 12. 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, sell or transfer 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, transfer or spend it.

- 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. This means that the value of any reward we may pay
  you under the Crypto Learn & Earn programme will be subject to the same risk of fluctuation
  in price.

# Legal bits and pieces

13. 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.

#### 14. Taxes

Please remember that your use of our crypto services (including to buy, sell, transfer, and stake cryptoassets) 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.

### 15. 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.

# 16. 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 Customer Privacy Notice.

### 17. 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.

# 18. 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.

# 19. 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 have made, or tried to make, a deposit or withdrawal that was blocked, frozen, or returned to us or the source.
- 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 have died.
- 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 account.

# 20. 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 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 account is registered, and the service your complaint relates to, it will get sent to the right place.

#### 21. 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.

# 22. Our Agreement

#### **Our Agreement with you**

Only you and we have any rights under this Agreement. This Agreement is personal to you and you 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'.

#### **English law applies**

The laws of England and Wales 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 England and Wales 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.