

# Precious Metals - Terms and Conditions

## 1. Why this information is important

These terms and conditions govern the relationship between you and us. They apply when you use the Revolut app to:

- exchange your money into precious metals (and back again);
- exchange the cryptocurrency we are holding for you into precious metals (and back again); or
- send precious metals to, or receive precious metals from, other Revolut users.

We call this our "**Precious Metals Services**".

These terms and conditions also set out other important things that you need to know.

These terms and conditions, along with our [Personal Terms, Fees](#) page and any other documents we give you that apply to our services, form a legal agreement (the agreement) between:

- you; and
- us, Revolut Ltd.

If there is any inconsistency between these terms and conditions and our [Personal Terms](#), these terms and conditions will apply.

You can ask for a copy of these terms and conditions through the Revolut app.

### **Please read these terms and conditions carefully.**

To use our Precious Metal Services, you must have a payment account with a company in the Revolut group. We call this your "**Revolut account**". Your Revolut account is used to make and receive payments for our Precious Metal Services. The Revolut company you hold your Revolut account with will depend on where you live. It may be Revolut Bank UAB (or a branch of Revolut Bank UAB) or Revolut Ltd (the "Revolut account entity offering").

Precious metals cannot be compared to the money in your Revolut account with the Revolut account entity offering. Precious metals are not money (neither e-money or cash depending on the Revolut account entity offering) and our Precious Metals Services are not regulated in the UK by the Financial Conduct Authority or in Lithuania by the Bank of Lithuania.

Funds received by us in exchange for your precious metals transactions and your precious metals themselves will not be safeguarded under the UK Electronic Money Regulations 2011 or the Payment Service Regulations 2017, or under the equivalent Lithuanian regulations. They will not be protected by the Financial Services Compensation Scheme or the Lithuanian Deposit Insurance Scheme either.

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

Although we will try to make the Revolut app and the precious metal services available to you without interruption, we cannot guarantee that they will always be available to you. If technical issues arise, you may not be able to buy or sell precious metals, you may not be able to use certain functionalities of the Revolut app or you may not be able to monitor your precious metal via the Revolut app.

The Revolut app must be connected to the internet and updated to the most recent version to work effectively. It is your responsibility to ensure you have a reliable internet connection and the most recent version of the app.

You can contact us at any time through the Revolut app if you have any questions about our Precious Metals Services.

## **Exchanging and sending**

As we set out above, to use our Precious Metal Services, you must have a payment account with a company a Revolut account entity offering. Your Revolut account is used to make and receive payments for our Precious Metal Services. When you buy or sell precious metals (explained more below), we will work with the Revolut account entity offering to make a payment into or out of it.

### **2. Exchanging**

You can instruct us to exchange the money you hold in your Revolut account or the cryptocurrency we are holding for you (if you have any) into precious metals.

If you do, we'll follow the procedure below:

- you tell us how much money or cryptocurrency you want to spend;
- we'll let you know how much precious metals you can exchange for it (using our per ounce price at the time);
- if you click to proceed, and we accept your instruction, we'll take the e-money or cryptocurrency you told us you wanted to spend from your Revolut account with the Revolut account entity offering and exchange it into the precious metal;
- you'll see your e-money or cryptocurrency and precious metals balances update straight away.
- If you want to exchange your precious metals back into money or cryptocurrency, we will do the same in reverse.

### **Limits**

We may limit the amount of precious metals you can exchange. We will tell you the amount of any limit before we accept your instruction.

### **Refusing your instructions**

Sometimes we might refuse your instruction to exchange precious metals. If we do, we will not be responsible for any losses you suffer as a result. We may refuse your instruction if:

- we cannot obtain enough precious metals in the market;
- we have good reason to suspect that your instruction was for illegal purposes (for example, to commit fraud); or
- 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 exchange precious metals.

### **How we hold precious metals**

When you exchange money or cryptocurrency for precious metals, your account will be credited with a corresponding quantity of precious metals. You will have the right to transfer it to another Revolut user, and the right to exchange it back into money or cryptocurrency.

The precious metals held by Revolut users on the Revolut app are backed by real precious metals that we buy and hold with a secure financial institution. The financial institution's relationship is with Revolut. You do not have any legal relationship either with the financial institution or with any other institution that we buy the precious metals from, hold them with or sell them to.

Revolut will not deliver physical precious metals to you. Where you want to exchange some or all of the precious metals on the Revolut app, we will credit your money or cryptocurrency account with the corresponding value of the precious metals sold.

In the unlikely event of Revolut becoming insolvent, all precious metals holdings will be sold and your proceeds will be credited to your Revolut account.

### 3. Transferring or spending precious metals

#### **Transferring precious metals to other Revolut customers**

You can transfer precious metals to other Revolut customers in the Revolut app. When we accept your instruction, we'll transfer the relevant value of precious metals to them. You can't transfer precious metals to anyone who is not a Revolut customer.

#### **Spending precious metals**

You cannot pay in precious metals using your Revolut Card. This means that if you make a payment using your Revolut card, and the only funds you have are in precious metals, the payment will fail.

#### **Cash-back**

Where you have a Revolut subscription which offers cash-back, you can choose to receive your cash-back in precious metals. If you do, we will give you the precious metals equivalent value of the cash-back amount based on the exchange rate at the time.

#### **Auto-exchange**

You can instruct us to exchange precious metals for you when the exchange rate reaches a certain price.

We will try to exchange the precious metals in accordance with your instructions. However, we cannot guarantee that we will be able to buy or sell precious metals at the price you set and we are under no legal obligation to do so.

## 4. How we set the exchange rate

We set the exchange rate for our Precious Metal Services and show it on the Revolut app. This exchange rate doesn't include our fee for our Precious Metal Services. This fee is set out in our [Fees Page](#). We show you this fee in the app when making the exchange, as well as after you make an exchange in the transaction details. We don't charge you any other fees for this service.

The exchange rate is a variable exchange rate and is changing constantly. You can always see the current exchange rate in the Revolut app.

The exchange rate may change between the time you told us you wanted to buy or sell precious metals and the time we actually buy or sell it. This means that if you ask us to buy precious metals, you may receive more or less precious metals than you expect and if you ask us to sell precious metals, you may receive more or less money than you expected.

We are not responsible if you suffer any losses as a result of trading in precious metals.

Remember, unless you are a Premium, Metal or Ultra customer, you can make a set amount of free exchanges in crypto, commodities and foreign currencies every rolling month. However, after that you will start paying a fair usage fee. That set amount depends on your base currency and is set out on our [Fees Page](#). This fair usage fee applies in addition to any precious metal fees.

## Risks

### 5. Risks of precious metals

#### **Our Precious Metals Services carry significant risks.**

- The exchange rate for precious metals can rise or fall quickly. Historical performance of the exchange rate is not a reliable indicator of future price.
- You should be aware of the risks associated with precious metals before making any exchange. If you are not, you should seek independent financial, tax or other advice.

We will provide you with the Precious Metals Services. However, whether to use the Precious Metals Services or not must be decided by you and we will not provide you with advice about buying or selling precious metals. Nothing we do should be taken as saying that exchanging precious metals is a good or a bad idea.

## 6. Provision of market data

We may provide analyst opinions, research reports, graphs or any other data or information to you in the Revolut app. We call this "market data". Any market data we display is for informational purposes only without regard to your individual financial circumstances, objectives or particular needs. It's provided to enable you to make your own financial decisions and is not intended to be and shouldn't be regarded as a personal investment recommendation or personalised advice.

If you're uncertain as to whether using our precious metal services is suitable and/or appropriate for you and your financial needs, you should seek independent professional advice. We won't be responsible to you for any losses you suffer as a result of your use and/or reliance on market data or for any losses you suffer if the information we display in the Revolut app is incorrect, other than losses that result from our fraud or gross negligence.

Any market data we display is made available to you on the basis that you won't use that market data for any purpose other than for your personal informational purposes. In particular, you must not:

- use any of the market data that we provide for commercial purposes;
- publish or otherwise make the market data available to any other person (whether free of charge or otherwise); ; or
- provide access to the market data to anyone else through the Revolt app.

All intellectual property rights in the market data provided by the third-party providers will remain the property of the third-party providers.

## **Legal bits and pieces**

### 7. Taxes

You may have to pay taxes or costs on our Precious Metals Services. We are not responsible for collecting these from you, for making any payments on your behalf, or for providing any reports relating to tax.

## 7. Can you change these terms?

We can change these terms and conditions, 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; or
- 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 and conditions, we may add it immediately and let you know before you use it.

Otherwise we'll give you 30 days' notice through the Revolut app before we make any changes. If you don't like the change, you can end your agreement with us. We'll assume you're happy with the change unless you tell us otherwise before the change is made.

## 8. Are we responsible if something goes wrong with your Precious Metals Service?

We'll do as much as reasonably possible to make sure that our Precious Metals 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 services so that we can make technical changes, add new features, make sure they run smoothly or improve their 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 limit any suspension so it lasts as short a period as possible.

We won't be responsible to you for losses that arise:

- if you have breached these terms and conditions or have acted unlawfully;
- if our Precious Metals Services aren't available;
- if we don't meet our obligations under these terms and conditions because of a legal or regulatory requirement or because there were unusual or unexpected events outside our control.

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

If we don't meet our obligations under these terms and conditions, 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 and conditions removes our liability for death or personal injury resulting from our negligence or for fraud or fraudulent claims and statements.

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

**YOU MAY BE RESPONSIBLE TO US FOR CERTAIN LOSSES**

If you break these terms and conditions 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; and
- You will also be responsible for any reasonable legal costs that arise in connection with our losses.

## 10. When does this agreement end?

Once the agreement has started, it won't end until you or we end it.

You can end the agreement at any time by letting us know through the Revolut app.

We will try to give you two months' notice if we need to end the Precious Metals Services. However, we may suspend your access to our Precious Metals Services and



end this agreement immediately 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;
- you've broken these terms and conditions 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);
- we have good reason to believe that your use of our Precious Metals Service could damage our reputation or business, or badly affect us or any of our services; or
- we have to do so by law.

If we end this agreement, or stop offering a particular precious metal, we will exchange all the relevant precious metals that you hold on the Revolut app back into money in your Revolut account at the exchange rate at the time. We may also end your other agreements with us. You can speak to us through the Revolut app or contact us for more information.

## 11. How to make a complaint

### **If you're unhappy with our service, we'll try to put things right**

- We always do our best, but we realise that things sometimes go wrong. If you have a complaint, please contact us.
- 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.
- As our Precious Metals Services are not regulated by the Financial Conduct Authority, the Financial Ombudsman Service cannot get involved if you have a complaint.

## 12. Some legal bits and pieces

### **Our contract with you**

- Only you and we have any rights under the agreement.

- The 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 the agreement if we reasonably think that this won't have a significant negative effect on your rights under these terms and conditions 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 the agreement.

### **The English version of the agreement applies**

- If these terms and conditions are translated into another language, the translation is for reference only and the English version will apply.

### **Our right to enforce the agreement**

- If you have broken the agreement between you and us 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 and conditions. If you live in another country, you may be able to take other action in the courts where you live.