

# Trading Pro Terms and Conditions

These terms apply to the Trading Pro subscription product ("Trading Pro") and its services, which are available through Revolut Securities Inc. ("RSI") once you have opened a [Revolut Trading Account](#). These terms (the "Trading Pro Terms") apply to your use of Trading Pro and set out other important things you need to know about the subscription. By using Trading Pro, you agree that the services and these Trading Pro Terms are subject to change at any time.

## 1. General Information

This document sets out the terms and conditions that apply when using Trading Pro. You must open a [Revolut Trading Account](#) with Revolut Securities Inc. ("Revolut Securities", "us", "we", "our", "RSI") before you are able to subscribe to the Trading Pro subscription. These Trading Pro Terms, along with the [Revolut Trading Account](#) terms, and any other terms that apply to your Revolut account, apply to your use of Trading Pro and form a legal agreement (this "Agreement") between:

- you, the Trading Pro user; and
- us, Revolut Securities Inc.

If there is any inconsistency between the [Revolut Trading Account](#) terms and these Trading Pro Terms, these Trading Pro Terms will apply in respect of the inconsistency. If a word or phrase is not defined in these Trading Pro Terms, it will have the meaning given to it in the Revolut Trading Terms.

## 2. Revolut Trading Pro subscription

Trading Pro is a subscription service that provides additional features and benefits for users with an existing trading account with Revolut Securities, Inc. We call these the "Trading Pro Services". The Trading Pro Services provides access for information for customers to tools that may assist customers in making informed investment decisions. Subscribing to the Trading Pro service will not change your categorization as a retail client nor the delivery of services provided by RSI, a self directed brokerage platform.

In order to access any other services provided by Revolut, you'll need to enter into separate terms and conditions with the respective Revolut entity and complete its onboarding.

Trading Pro services are separate from the RSI services, and will not provide favorable fees, rates or commissions if you subscribe. There is no requirement to subscribe to Trading Pro. Your RSI brokerage account remains a separate, self directed brokerage account.

## 3. Information about your subscription

To use the Trading Pro services, you must first have a [Revolut Trading Account](#) through RSI. Trading Pro is a separate and independent subscription and an add-on at your discretion, for an additional service that provides analytics and web-based access functionality.

### **30 day trial**

We may provide you with a complimentary 30-day trial of our Trading Pro Service which you may cancel at any time during the 30-day period. If you commence your 30-day trial and notify

us that you are canceling, you will have access to Trading Pro until the end of the trial period. However, please note that once the trial is canceled, you won't be able to reactivate Trading Pro without incurring charges.

After the 30 day-trial period, your Trading Pro subscription will renew automatically unless you cancel it before the end of the trial. You'll be charged accordingly to these Trading Pro Terms.

### **Billing period**

Your billing period for the Trading Pro services is one month. It will start immediately on the date you subscribe to Trading Pro services (or the day after your 30 day trial period ends). We call this the "billing period".

### **Trading Pro Subscription fee**

The fee for using Trading Pro is \$5 per month. We call it a "subscription fee". You pay your Trading Pro subscription fee in monthly installments, which will be charged in advance on the first day of each billing period. Your monthly subscription fee is billed from your Revolut account. You must ensure that you have sufficient funds in your Revolut account at all times for the deduction of the subscription fee. If you do not have sufficient funds in your Revolut account to pay the monthly subscription fee, the Trading Pro service may be canceled.

In case of insufficient funds in your Revolut account,. We may also terminate or suspend your access to the Trading Pro services if your monthly subscription fee is overdue for more than 30 calendar days.

We will not refund all or any part of your subscription fee paid in advance after you cancel your Trading Pro subscription.

### **Automatic renewal**

Unless you give us notice that you wish to cancel your Trading Pro subscription no later than on the last calendar day of your then-current billing period, your subscription for the Trading Pro service will automatically renew for a successive billing period. If you give us notice that you wish to cancel your Trading Pro subscription, you will still be able to use Trading Pro services until the end of the billing period you have paid a subscription fee for.

## **4. Cancellation of the Trading Pro Subscription**

You can cancel your Trading Pro subscription at any time.

If you'd like to cancel your subscription, you can do this via the Revolut app.

If you cancel your Trading Pro subscription, the subscription fee (or any part of it) paid in advance will not be returned to you and your subscription to the Trading Pro services will continue in effect until the end of the current billing period.

If you cancel your Trading Pro subscription, we may decide not to let you resubscribe to the Trading Pro services again for a certain period of time.

## **5. Use of market data, the Terminals and other information available on the investment platform**

We may provide other news, analyst opinions, research reports, graphs, charts, calculation methods, breakdowns and/or any other data or information to you via the investment platform (which may be via the Revolut app or via Web Terminal) under license from third party providers. We call this information "market data".

We agree to grant you a limited, non-exclusive and revocable right to access and use the Trading Pro services, in particular, the Terminals, market data and other information available on

the investment platform, but only for your personal and non-commercial purposes. For the avoidance of doubt, you must not use the Trading Pro services for the benefit of third parties, including for the provision of financial or any other kind of services to third parties. We have the right, at any time, to (i) change, update and/or discontinue provision of Trading Pro services to you; and (ii) revoke or limit your rights to access and use the Terminals, market data and/or other information available on the investment platform.

Any market data or information we display via the investment platform is for informational purposes without regard to your individual financial circumstances, objectives or particular needs. It's provided to enable you to make your own investment decisions and is not intended to be and shouldn't be regarded as an investment recommendation or personalized advice.

We don't make any representation or warranty as to the accuracy, correctness, completeness, or timeliness of the market data or information that we display via the investment platform. The market data is not an offer or solicitation by us to buy, sell or otherwise deal in any particular instrument available via the investment platform. If you decide to use, rely or take any action based on the market data, you agree to do that at your own risk. We won't be responsible to you for any losses you suffer resulting from your use of, or reliance on, market data or for any losses you suffer if the market data or information displayed via the investment platform is incorrect, inaccurate, incomplete or delayed other than losses that result from our fraud, wilful misconduct or gross negligence.

The market data or information we display via the investment platform is highly confidential and made available to you on the basis that you won't use that market data for any purpose inconsistent with these Trading Pro Terms. In particular, you must not: (i) use any of the market data that we provide via the investment platform for commercial purposes; (ii) make the market data available to any other person (whether free of charge or otherwise); (iii) publish the market data anywhere; or (iv) provide access to the market data to anyone else through the investment platform. All intellectual property rights in the market data provided by the third-party providers will remain the property of the third-party providers. The Terminals and all other information and data provided by us are and will remain our property. All of which is protected by copyright and other intellectual property laws.

We may at any time and in our sole discretion change the scope of market data financial instruments in respect of which market data will be provided and third parties that provide the market data.

Your use of the market data is subject to the terms and conditions of each third-party provider, which you agree and accept when you enter into this Agreement with us.

We do not make any representations or warranties that the Trading Pro Services, including the Terminals are free of errors, interruptions, or that it will meet your individual requirements, or compatible with your hardware or software, or is appropriate for any purposes. The Trading Pro services, the Terminals, the website and any information we provide to you, are provided "as is" and "as available" without warranty of any kind. We will not be responsible to you for any interruptions in the Trading Pro services or your inability to access the Trading Pro services.

## 6. What you Promise to Us under the Trading Pro Terms

In addition to the terms you have agreed to under your [Revolut Trading Account](#), by utilizing Trading Pro, you covenant to us:

- you'll protect, during and after the term of this Agreement, the intellectual property rights of Revolut and third parties service providers and anyone who has rights to the Revolut app,

Terminals, market data or any other information or data provided to you via the investment platform;

- you'll comply with all reasonable requests made by Revolut or its third party providers (including, request to destroy or delete all materials obtained while using Trading Pro services) to safeguard our and the third party providers' rights related to the Trading Pro services, the Terminals and market data;
- you'll not provide access to Trading Pro services, Terminals and/or market data to any third party and you'll notify us via Revolut app and/or email as promptly as possible upon becoming aware of any unauthorized access or use of the Trading Pro services or of any breach of Revolut's or third party's intellectual property rights;
- under no circumstances you'll share, disseminate, sell, publish or otherwise circulate any part of the market data or other information made available on the investment platform to third parties or use it for commercial purposes;
- you'll not use Revolut's or third party provider's name, logo, trademark or other designations in any manner whatsoever without prior and explicit written consent of Revolut and third party provider;
- you'll meet your obligations to us under these Trading Pro Terms and you'll follow all laws and regulations which are applicable to you in relation to provision of the Trading Pro services; and
- you'll access and use the Terminals and Trading Pro services honestly, fairly and in good faith.
- you've not and will not upload or transmit any malicious code to the Terminals or our systems or otherwise use any electronic device, software and/or algorithm intended to cause undesired effects, security breaches or damage to the Terminals or our systems, software or hardware.

## 7. What happens if I breach this Agreement?

If you believe or have reason to believe that you have or may breach this Agreement, the Revolut Trading Account terms or any other terms and conditions that apply to your Revolut account, or you otherwise caused harm to our systems you must notify us immediately. Where you have breached this Agreement, you may be liable for any damage, loss or expenses that we suffer as a result of, or which a reasonable person would consider as resulting from, your breach of this Agreement. If we become aware that you have breached this agreement, either because you have told us that you have or we otherwise become aware of such breach, we may suspend or terminate your Revolut Trading Account and/or Revolut Account on a temporary or permanent basis and in certain instances, we may terminate this agreement, which will result in action being taken to close out Positions.

You also agree that we may terminate this Agreement with you, or suspend your access to the Trading Pro subscription, with or without cause at any time and without notifying you in advance. Such termination or suspension of your access may be effective immediately. In such events we may return part of the subscription fee proportional to the remaining then-current billing period. Other than that, we won't be responsible to you for the termination or suspension of the Trading Pro subscription and its services.

## 8. Indemnity

In the event you fail to meet your obligations under this Agreement, you'll be responsible for paying in full any foreseeable losses we suffer as a result of your action. We call this an "indemnity". You'll indemnify us and keep us indemnified against any and all losses which we may suffer directly or indirectly as a result of:

- any failure by you to perform any of your obligations (including breach of your representations and warranties and/or covenants given to us) under these Trading Pro Terms;
- any breach by you of our or third party service provider's intellectual property rights;
- any breach by you of applicable law or regulation.

You'll also indemnify and hold us harmless for and against all reasonable out-of-pocket expenses, including legal fees, administrative costs and expenses, we suffer as a result of any action we take under these terms and conditions, including any legal or investigatory action we take against you. You won't be responsible for paying in full any foreseeable losses we suffer as a result of your action if this would mean that we are compensated twice for the same loss. We'll try to keep our losses to a minimum. Our rights and obligations arising from this Section 8 will continue to apply to you after the termination of this Agreement.

## 9. Services provided by other Revolut group companies

The Revolut app is a platform where you can access a whole range of services, including the investment services, prepaid debit card services and much more.

Not all of these services are provided by us (Revolut Securities Inc.). Some are provided by other entities within the Revolut group. Where this is the case, you must agree to separate terms and conditions with those entities, which will govern those services.

## 10. Legal bits and pieces

### **Variation and Amendments**

If we change these terms, add, or remove a product or service, we will provide you with notice of the change(s) as required under applicable law.

If we give you notice of a change of these Trading Pro Terms, we'll assume you're happy with the change unless you tell us that you want to cancel your Trading Pro subscription.

### **Our contract with you**

Only you and we, Revolut Securities Inc., have any rights under this Agreement. This Agreement is personal to you and you cannot transfer or assign any rights or obligations under it to anyone else.

### **Our right to transfer**

We may at any time transfer or assign any or all of our rights and/or obligations under this Agreement in line with the terms set out in the "Our right to transfer" section of the [Revolut Trading Account](#) terms.

### **Complaints**

We always do our best, but we realize that things sometimes go wrong. If you have a complaint related to the Trading Pro services you receive, the best way is to contact us via the in-app chat.

Please see the "What do I do if I have a complaint?" section of the [Revolut Trading Account](#) for more information and other ways to raise a complaint with us.

### **The English version of this Agreement applies**

If these Trading Pro Terms are translated into another language, the translation is for reference only and the English version will apply. By entering into this Agreement and accepting Trading Pro services, you confirm that you have knowledge of the English language which is sufficient enough to understand these Trading Pro Terms and using the Trading Pro services and agree to communicate with us in English language as far as the legal relations arising under this Agreement are concerned, including with respect to submitting and resolving any complaints.

**Our right to enforce this Agreement**

If you have broken this 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 them at a later date.