COPY TRADING TERMS AND CONDITIONS

1. Introduction

1.1. These Copy Trading Terms and Conditions (the “**Terms**”) governs participation in trading activities and events involving the Copy Trading Services on this Platform as maintained and enforced by Bybit Technology Limited (“**Bybit**”, “**we**”, “**our**”, or “**us**”) and shall be deemed as part of the Terms of Service between the User and the Company (the “**Terms of Service**”). By accepting our Terms of Service, you are deemed to have read, understood and acknowledged our Terms in relation to the product. By using the Copy Trading Services, including Copy Trading TradFi, you (“**you**”, “**User**”, or “**Customer**”) agree to be legally bound by these Terms, the Terms of Service and all other terms and conditions and rules relating to the Copy Trading Services that we may publish from time to time, as well as any applicable fees charged by us that we may publish from time to time and/or as charged by the relevant Master in connection with the Copy Trading Services.

1.2. In the event of conflict or inconsistency between a term or provision in these Terms and the Terms of Service, such conflict or inconsistency shall be resolved by giving precedence to these Terms. All other provisions of our Terms of Service not modified by these Terms shall remain in full force and effect. For the avoidance of doubt, these Terms apply solely to the Copy Trading Services and shall not amend or override any other product-specific terms unless expressly stated.

2. Definitions

2.1. All capitalised terms in these Terms that are not otherwise defined herein shall have the meanings ascribed to them in the Terms of Service. The following definitions apply for the purposes of these Terms:

“**Copy Portfolio**” means a portfolio, strategy, or group of trades made available through the Platform for the purpose of Copy Trading TradFi, as determined by Bybit from time to time.

"**Copy Trading TradFi**" means the copy trading functionality offered through the Platform that enables a User to automatically replicate, on a non-discretionary basis, trades executed by another User through Bybit’s MT5 (TradFi) infrastructure.

“**Copy Trading Services**” means the services provided by Bybit that enable the copy trading functionality, including Copy Trading TradFi, including the technical and operational features that facilitate automated trade replication.

"**Copier**" means a User who elects to use the Copy Trading Services to replicate the trades of a Master, acting solely on their own behalf and without any investment advice or portfolio management services from Bybit or any Master.

"**Master**" means a User whose trades may be made available for copying by other Users through the Copy Trading Services, and who does not act as an investment adviser, agent, fiduciary, or representative of Bybit or any Copier.

“**Suitability Assessment**” is as defined under Clause 7.1.

3. Eligibility

3.1. Only Users who have completed Identity Verification Level 1 (individuals) or Business Verification (entities) are eligible to access or use the Copy Trading Services.

3.2. Institutional users and market makers shall not be eligible to participate in any trading and/or event related to the Copy Trading Services. Bybit may determine eligibility at its sole discretion and may revoke eligibility at any time where required for compliance, risk management, or operational reasons.

3.3. You understand and agree that the information and services provided by the Platform in relation to the Copy Trading Services are not provided to, and may not be used by or for the benefit of, any individual or entity in any jurisdiction where the provision or use thereof would be contrary to any applicable law, or where we are not authorized to provide such Platform or information and services. We also do not offer services or products to Users in a few excluded jurisdictions including:

(a) the United States, the United Kingdom, Canada, Australia, Japan, and countries within the European Economic Area (EEA): Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Iceland, Liechtenstein, and Norway (the “**Excluded Jurisdictions**”).

3.4. You should inform us immediately if you become a resident in any of the Excluded Jurisdictions or are aware of any Users based in any of the Excluded Jurisdictions. You understand and acknowledge that if it is determined that you have given false representations of your location or place of residence, the Company reserves the right to take any appropriate actions in compliance with this restriction or in compliance with the law of a relevant jurisdiction, including termination of any Account immediately and liquidating any open positions.

3.5. Users from other jurisdictions must ensure that participation does not violate any local laws or regulations applicable to them.

4. Copy Trading Services Mechanics

4.1. The Copy Trading Services allow Users (a “**Copier**” or “**you**” or “**your**”) to copy trades carried out by other traders (a “**Master**”). Where such copying is carried out in respect of Copy Trading TradFi, the copied trades relate to traditional financial products made available through the Platform from time to time, such as foreign exchange and precious metals.

4.2. The Platform enables Copiers to identify, follow and copy Masters, strategies and/or Copy Portfolios by making available relevant information relating to a Master’s trading activity. Such information includes transaction data generated on the Platform, such as trade quantity, execution timing, and transaction amounts, which is used by the Copy Trading Services to facilitate the execution of copy trades.

4.3. In addition, the Platform provides social trading features for informational purposes, which may include account information, trading history, risk profiles, and other information in relation to a Master’s strategies and/or portfolios that may assist you in deciding whether to copy them.

4.4. The Copy Trading Services allow you, as a Copier, to copy trades executed by Masters. By submitting a copy trade instruction through the Platform, you authorise and instruct Bybit to automatically execute trades for your account that replicate, to the maximum extent practicable, the trades of the selected Master, subject to limitations in the Copy Trading Services as disclosed on the Platform from time to time, and without any prior consultation, consent, or approval. Such execution is non-discretionary and is strictly limited to the mechanical replication of the copy parameters selected by you. Copy trades may be executed on a pro rata basis and in respect of the same products and trading instructions as those of the copied Master. Accordingly, you authorise Bybit to open and close positions, set limits and take any other actions necessary to carry out the Copy Trading Services.

4.5. We may be unable to copy trades in exactly the same manner as the Master or the Copy Portfolio in certain circumstances, including, where:

(a) a trade is unavailable to you or your account as a result of Applicable Law or other limitations; or

(b) the resulting trade size would be below the minimum trade size supported by the Platform.

4.6. The Copy Trading Services may result in trades across multiple instruments. Each trade opened on your behalf through copy trading will generally be classified under the same asset class as the corresponding trade in the selected Master's copied account.

4.7. Before entering into a copy trade, you must have sufficient available funds in your account to support the execution of such trade. Where you have insufficient funds, you agree that we shall apply whatever balances that are available in your account to the execution of the trade. Where there are no remaining funds in your account, no further copy trade orders will be placed.

4.8. When we automatically execute an order based on your instruction to copy a Master or a Copy Portfolio, we will not be required to seek your consent, prior approval or any confirmation from you prior to and for the execution of such an order.

4.9. When you are using our Copy Trading Services, you can choose to copy:

(a) all trades which are currently open in a certain account as well as new trades which are opened after you begin to copy the Master in such account; or

(b) only new trades which are opened after you begin to copy the Master's account. This means that we will not copy any trades in the Master's account which were entered into before this point.

4.10. Copy Trading TradFi involves trading instruments on the Bybit platform, specifically through TradFi (or Bybit MT5 trading). Your access to and use of Bybit MT5 trading in connection with Copy Trading TradFi is subject to, and governed by, the MT5 User Agreement, which is incorporated by reference into these Terms and forms an integral part hereof. The MT5 User Agreement is available at: https://www.bybit.com/en/legal/service-specific-terms/User-Agreement-Bybit-Metatrader-Five

5. Copy Trading Services Terms

5.1. A User may not simultaneously act as both a Copier and a Master under the Copy Trading Services, and may participate only in one such capacity at any given time.

5.2. If you are restricted from trading a certain asset class or specific product due to Applicable Law, other regulatory requirements or any other reason that we may decide at our sole discretion, then we may at our sole discretion, take reasonable steps, where permitted by Applicable Law and where our service enables this, to ensure that an equivalent or similar trade is opened in your account to replace the restricted trade (for example, replacing a derivative trade with a trade in a similar underlying product or vice versa). For avoidance of doubt, we are under no obligation to effect any replacement trade, and any such replacement is provided on a best-efforts basis only.

5.3. In ensuring that we are able to copy a trade for you to the maximum extent permissible, you authorise us in our sole discretion to allocate the balance available in your account proportionate to the copied account.

5.4. If we replace a trade for you, we cannot guarantee that the risk rating and economic performance of the replacement trade will match that of the restricted trade. Where in our sole discretion we do not replace a trade with an equivalent or similar trade for any reason, your economic performance, portfolio composition, risk rating and other factors relating to your portfolio may deviate from that of the Master or Copy Portfolio.

5.5. There are a number of order restrictions when copy trading, including on the minimum and maximum amount that can be invested in any Master or Copy Portfolio that you copy, the minimum amount on any single copy trade, and the maximum number of Masters that you can copy. The full restrictions are listed on our website and may be amended from time to time at our sole discretion. Open trades that are in breach of these order restrictions will be closed out at our discretion.

5.6. We reserve the right to pause, stop, or block any Master, portfolio or trading strategy from being copied under the Copy Trading Services. In such circumstances, open trades entered into through the Copy Trading Services as a result of such copying may be closed.

5.7. In ensuring that we are able to copy a trade for you to the maximum extent permissible, you authorise us in our sole discretion to allocate the balance available in your account proportionate to the copied account.

6. Risk Disclosure and Limitations

6.1. Please note that this Risk Disclosure is in addition to any risk disclosure in relation to products traded on our platform. In making a decision to copy a specific Master or Masters, strategy and/or Copy Portfolio, you should consider your financial situation, including your financial commitments. You should understand that copy trading is highly speculative and that you could sustain significant losses, including losses exceeding the amount allocated to copy a Master.

6.2. You should in particular be aware of the following risks associated with the Copy Trading Services:

(a) copy trading involves automated trading execution whereby trades are opened and closed in your account without your manual intervention and further instructions from you;

(b) if you manually modify or close an order generated by the Copy Trading Services, you may achieve a materially different result than the Master that you copied;

(c) copied trades in amounts lower than the minimum trade (as specified on our platform) will not be opened;

(d) if you are copying all trades which are currently open in relation to a Master you choose to copy, we may open your position at the market price at the time the trade is copied and not at the price at which the trade being copied was originally opened;

(e) cash-out and withdrawals by the Master, strategy and/or Copy Portfolio you are copying may also generate a materially different result for you than the Master that you copied. This is due to a number of different factors including your starting account balance, the effect of the difference in trading proportions, the minimum trade size, your account settings, differences in spread, interest and investment price at the time of your investment, and also the difference in fees that may be incurred;

(f) following and/or copying the trading decisions of inexperienced and/or unprofessional Masters creates risk and we make no representations as to the level of expertise, skill and care of a particular Master you choose to follow and/or copy;

(g) you may be copying Masters whose ultimate purpose or intention, or financial status may differ from yours; and/or

(h) following and/or copying Masters or Copy Portfolios that trade in, or which include products that are not available to you (whether as a result of Applicable Law or otherwise) and where a replacement equivalent trade cannot be executed may result in the economic performance, portfolio composition, risk rating and other factors relating to your portfolio deviating from the Copy Portfolio.

6.3. Any explanation, information, or performance-related content provided by us in connection with the Copy Trading Services, including information made available through the Platform or derived from social trading features, is not intended to constitute, and should not be construed as, personalised investment recommendations, investment advice, tax related advice or other financial advice. All such information is provided solely for general informational purposes and should be used only as a starting point for your own independent research. You should not rely on any such information, or on any content generated by the Platform or its community, as the basis for any investment decision. Bybit does not act as an investment adviser, portfolio manager, fiduciary, or agent of the User. You must conduct your own due diligence and seek professional advice before engaging in any Copy Trading Services-related activities and shall assume full responsibility for your decisions.

6.4. We do not represent, warrant or guarantee the performance of any Master, investment, account, portfolio, or strategy. We do not guarantee the recurrence of past rates of return that have been made by a Master or portfolio you choose to copy, and the profits (or losses) you make or incur may not match those of a Master or Copy Portfolio.

6.5. Past performance, risk scores, statistics, and any other information relating to Masters, Copy Portfolios, portfolios or trading strategies available through the Copy Trading Services are not reliable indicators of future performance.

6.6. We do not represent, warrant or guarantee that you will achieve any profits or incur any losses similar to those of any Master, Copy Portfolio, portfolio or trading strategy that you choose to copy through the Copy Trading Services.

7. Access to the Copy Trading Services

7.1. We reserve the right to assess whether copy trading is suitable for you to access and the conditions for such (the "**Suitability Assessment**"). The result of the Suitability Assessment if we should conduct it is determined by information and documents provided to us by you at our request, which you can update at any time. We may establish your investment profile on the basis of your Suitability Assessment, and may limit, suspend, or deny your ability to enter into copy trades. Where we determine that copy trading is not a suitable for you, you will not be permitted to access any part of the Copy Trading Services. We shall not be liable for any losses arising from any inaccurate, incomplete or misleading information provided by you in connection with the Suitability Assessment, including where such information results in an inaccurate investment profile. Any Suitability Assessment is conducted solely for internal risk controls and access management and does not constitute regulatory suitability, appropriateness, or best-interest advice.

7.2. Access to the Copy Trading Services, including Copy Trading TradFi, may be restricted, limited, or unavailable in certain jurisdictions due to Applicable Law or regulatory requirements, and you are solely responsible for ensuring that your access to and use of Copy Trading TradFi complies with all applicable legal and regulatory requirements in your jurisdiction. Bybit reserves the right to restrict or disable access to the Copy Trading Services in any jurisdiction at its sole discretion.

8. Suspension, Termination and Enforcement Measures

8.1. We reserve the right to terminate the Copy Trading Services at our discretion (including if you no longer meet the criteria to receive the services or it is not feasible to provide the services as a result of any rules or regulations applicable to us) by giving written notice to you. Termination may occur without prior notice where required to comply with Applicable Law, regulatory requirements, or internal risk controls.

8.2. We may also terminate the Copy Trading Services if we suspect or have reason to believe that (i) prohibited trading activities, including manipulative or abusive trading activities, are being conducted; (ii) fraudulent of incorrect information has been provided during the account opening process; or (iii) you have otherwise acted in bad faith.

8.3. On termination of the Copy Trading Services, open trades entered into a result of these functionalities will be closed.

8.4. We reserve the right to take provisional measures even in the absence of definitive proof in the event that of any suspected or actual violation of any trading limits or Terms set out herein by a User. Such measures may include, but are not limited to:

(a) freezing some or all funds and Digital Assets in the User’s Account, including any related accounts, sub-accounts, or accounts reasonably determined to be linked.;

(b) placing temporary restrictions on access to or execution of transactions involving such funds or assets;

(c) extending the duration of such freeze as reasonably necessary to allow for further internal investigation, third-party forensic analysis, or requests from competent authorities;

(d) referring the matter to relevant financial supervisory, law enforcement, or regulatory authorities and sharing all pertinent transaction records.

8.5. The User acknowledges and agrees that such actions may be taken without prior notice, and that Bybit shall not be liable for any loss or damage resulting from such provisional measures provided that they were taken in good faith to preserve the integrity of the market, protect Users, or comply with applicable legal or regulatory obligations.

8.6. In the event that a final determination confirms no misconduct, Bybit shall lift any such freeze as soon as practicable. However, if suspicions are substantiated or the matter is referred to a competent authority, the freeze may remain in place until such authority issues a binding resolution.

9. Bybit's Discretion and Liability

9.1. WE PROVIDE OUR SERVICES, INCLUDING OUR COPY TRADING SERVICES, ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW WE PROVIDE NO WARRANTY AND MAKE NO REPRESENTATIONS ON THE QUALITY OF OUR PLATFORM AND OUR SERVICE. BY USING OUR SERVICES, YOU DO SO SOLELY AT YOUR OWN RISK. UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LAW (TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL WE OR ANY OF THE INDEMNITEES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES ARISING FROM THE USE, THE PLATFORM, THE SITE, THIRD-PARTY CONTENT OR ANY ACCOUNT, REGARDLESS OF WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR TRADING LOSSES, LOSS OF INFORMATION, BUSINESS INTERRUPTION OR LOST PROFITS, LOST SAVINGS, OR LOSS OF DATA, OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE SITE, THE PLATFORM, THIRD-PARTY CONTENT OR ANY ACCOUNT OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PARTY, EVEN IF WE KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, CLAIM OR DEMAND IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY SHOULD BE DEEMED INVALID OR INEFFECTIVE.

9.2. In addition, to the extent permitted by Applicable Law, we will not be liable for (i) any actions we take in order to carry out your instructions in relation to a copy trade or (ii) any decisions or actions taken by a Master or strategy that you have chosen to copy.

9.3. Bybit shall not be liable for any delay or failure in performance resulting from events beyond its reasonable control, including but not limited to acts of God, regulatory restrictions, third-party service outages (e.g., custodians, oracle providers, etc.), or network disruptions.

9.4. The Copy Trading Services, including Copy Trading TradFi, relies on automated systems, third-party infrastructure (including MT5), and network connectivity. Bybit does not guarantee real-time execution, synchronisation, or identical pricing between a Master's account and a Copier's account. Copy trades may be delayed, partially executed, executed at different prices, or fail entirely due to latency, system limitations, third-party outages, or market conditions. Bybit shall not be responsible for any losses arising from such technical or execution limitations, to the maximum extent permitted by Applicable Law.

9.5. We reserve the right to determine and revise any feature and/or requirement of this product, monitor User activity, and enforce controls or liquidations at our absolute discretion. The enforcement of any of these Terms shall not be construed as a breach of any contractual obligation to the User.

9.6. Bybit shall bear no liability for any loss, cost, or damage incurred as a result of any Terms enforcement, including slippage, missed opportunities, or realized/unrealized profits or losses resulting from forced position reductions and/or liquidations.

10. Amendments

10.1. We reserve the right to modify, update or change these Terms at any time. Continued use of the platform and participation in trading activities after any such amendment constitutes acceptance of the new Terms.

10.2. We may make such changes at any time without prior notice. Any changes to these Terms may be posted on our website or notified to you through push notifications through the Site or an email to the email address in your Account. For this reason, you should check our website regularly, allow the Site to receive such push notifications, and keep your email address and other contact information up to date in the Account. You accept any changes if you continue to use the Site and Platform after such changes are effected.

11. Governing Law and Jurisdiction

11.1. These Terms and any disputes arising out of it shall be governed by the laws and dispute resolution procedures set forth in the Terms of Service.