

Bybit Cardholder Terms & Conditions (Australia)

Bybit Card — Winway Terms & Conditions

These terms and conditions relate to the use of Your Bybit Card(s) (as defined below) as amended from time to time (hereinafter **Terms and Conditions**). If You do not agree to any of these Terms and Conditions, You must immediately cease using the Platform and Services (as defined below). By using the Platform and Services You agree to be legally bound by these Terms and Conditions, as may be amended from time to time.

1. Introduction

1.1 Winway International Pty Ltd (hereinafter **Winway**, we, us or our), is a Digital Currency Exchange Provider registered with AUSTRAC (ABN 47627612293), an authorized representative of Fly Wallet Pty Ltd (AR 001307703), and is authorized by Fly Wallet Pty Ltd to arrange for the issuing of Bybit Card.

1.2 Fly Wallet Pty Ltd (ABN 89 639 905 490) (hereinafter Fly Wallet or Issuer), is an AFSL Holder (License Number: 527319) and issuer of Bybit Card in Australia.

1.3 Fly Wallet's [Product Disclosure Statement](#) and [Terms & Conditions](#) can be accessed through the links below and form part of these Terms and Conditions that You must comply with at all times in order to be eligible for Bybit Card:

Please also refer to [Target Market Determination](#) and [Financial Services Guide](#) for further information on Bybit Card.

1.4 Bybit Card is a prepaid Mastercard card issued by the Issuer in Australia.

1.5 Bybit is Bybit Technology Limited, a centralized digital currency exchange provider and an operator of bybit.com.

1.6 Bybit Account is the account that You must maintain with Bybit in order to be able to use, and remain eligible for Bybit Card.

1.7 Platform is the collection of electronic systems and services, including this website and associated mobile application, operated by Winway and Bybit to provide You with Winway's Services.

1.8 Privacy Policy means our privacy policy as set out at <https://www.bybit.com/app/terms-service/privacyPolicy>.

1.9 Winway's Services or Services are the services provided to You by Winway in connection with Your application for and use of Bybit Card as described in these Terms and Conditions.

1.10 You or **Your**, the customer of Bybit Fintech Limited, who would like to obtain Bybit Card from Winway in accordance with these Terms and Conditions, as well as Fly Wallet's Product Disclosure Statement and Terms & Conditions.

2. Winway's Services

2.1 Winway will consider Your application for Bybit Card and upon approval, will arrange for Bybit Card to be issued to You by the Issuer.

2.2 Winway will perform exchange of digital currency maintained in Your Bybit Account into US Dollars applying the exchange rate of One Click Buy/Sell product of Bybit, upon receiving transactions pertaining to Your Bybit Card. Resulting US Dollars will be transferred to Fly Wallet as settlement for Your Bybit Card transactions.

2.3 Winway will charge a convenience fee of 0.9% for such conversion of digital currency and deduct it from Your Bybit Account.

2.4 Winway will arrange for return to Your Bybit Account of any excess US Dollars that remain on Your Fly Wallet account after the Bybit Card transaction is settled, or any US Dollars resulting from refund or otherwise reversal of any Bybit Card transaction.

2.5 Winway will claim from You the technical overdraft amount (if applicable), should You spend on Bybit Card more than can be redeemed from Your Bybit Account.

2.6 Winway will assist with any questions or issues You may have concerning Bybit Card if You contact us through support@bybit.com

3. Your Obligations

3.1 You authorize Winway to perform exchange of digital currency maintained in Your Bybit Account into US Dollars, debit resulting US Dollars from Your Bybit Account, and charge applicable fees related transactions pertaining to Your Bybit

Card as specified in these Terms and Conditions. Such authorization shall remain in force and effect while Your Bybit Card is active.

3.2 The authorization shall be applicable to transactions, pertaining to Your Bybit Card, that settle even after Your Bybit Card has been deactivated, provided that they have been authorized while Your Bybit Card was active.

3.3 You shall comply with all applicable laws and regulations in Australia as well as Fly Wallet's Product Disclosure Statement and Terms & Conditions.

4. Termination

4.1 Winway may suspend, limit, restrict, deactivate or terminate Your access to Winway's Platform and Services, including Your Bybit Card, if:

4.1.1 You gain or attempt to gain unauthorized access to the Platform or another Bybit Card;

4.1.2 You allow or facilitate a third party to gain unauthorized access to the Platform or to Your Bybit Card;

4.1.3 There is a technical or operational difficulty;

4.1.4 You use, or we reasonably suspect You of using, Winway's Platform or Services in order to perform illegal or criminal activities, fraud, money laundering, terrorist financing or financial crime including any breach of the laws regarding sanctions and bribery;

4.1.5 Your use of the Winway Services is subject to any pending investigation, litigation or government proceeding;

4.1.6 You fail to pay or fraudulently pay for any transactions;

4.1.7 We are unable to support Your use;

4.1.8 We have concerns about the security of Your Bybit Card or that a transaction is suspicious, fraudulent, erroneous or illegal;

4.1.9 You take any action that may circumvent these Terms and Conditions or our control by abusing any promotions, rewards or referral programs that we may offer at any given time;

4.1.10 You breach any terms of these Terms and Conditions or our Privacy Policy;

4.1.11 You falsify information in relation to Your Bybit Card or You mislead us (including by omitting information we reasonably require) in relation to opening or administering Your Bybit Card;

4.1.12 Winway receives a request from a law enforcement or government agency to do so;

4.1.13 Bybit terminates, restricts, or cancels Your Bybit Account; or

4.1.14 Issuer instructs us to terminate, restrict, or cancel Your Bybit Card.

4.2 You may cancel Your Bybit Card at any time, following the settlement of any pending transactions, and provided You comply with any card closure requirements. You will not be charged any fees for cancelling Your Bybit Card, however You must pay any outstanding amounts owed to us.

4.3 In the event that Your Bybit Card is suspended, limited, restricted, deactivated or terminated, we are in no way obliged to honour or reinstate a transaction or price on the same terms had the suspension, limitation, restriction, deactivation or termination not occurred.

5. Indemnity

5.1 To the maximum extent permitted by law, You agree to indemnify, defend and hold harmless Winway (and each of its associated entities, directors, officers, affiliates, employees, service providers, members, representatives and agents, collectively the “Indemnified Parties”) from and against all claims, demands, actions, suits, proceedings, liabilities, losses, damages, penalties, fines, expenses and costs (including reasonable legal costs awarded by a court) which arise out of or relate to:

5.1.1 Your conduct and use of our Platform and Services;

5.1.2 Your breach of these Terms and Conditions, our Privacy Policy and/or our anti-money laundering and counter-terrorism financing (“AML/CTF”) policy;

5.1.3 Your breach of Fly Wallet's Product Disclosure Statement and Terms & Conditions;

5.1.4 Your breach of any law, regulation or rule;

5.1.5 Your violation or breach of Winway's copyright, intellectual property, trade secrets, patents, trademarks, service marks or any other proprietary right under law;

5.1.6 Your failure to secure or keep secret Your Bybit Card PIN or other authentication data;

5.1.7 any information that You provide to us via our Platform and Services;

5.1.8 any damage that You may cause to our Platform and Services, to any Winway user or any other person or entity; or

5.1.9 any right exercised by Winway under these Terms and Conditions.

5.2 This indemnity includes without limitation, liability relating to intellectual property rights, defamation and breaches of privacy.

6. Liability

6.1 To the maximum extent permitted by law, Winway does not guarantee the quality, performance or fitness for purpose of the Platform and Services or the completeness, accuracy or currency of statements, representations and information of others (including without limitation data, reports and analyses)

provided via the Platform and Services and Winway will not be liable to You, any person or entity for any direct, indirect, consequential or other loss, damage, liability, claim or expense (however caused, including due to negligence or breach of contract) which may arise out of, or in connection with, the use of the Platform and Services or the use of or reliance on information contained on or linked to the Platform and Services.

6.2 To the maximum extent permitted by law, the total aggregate financial liability of the Indemnified Parties to You, whether in contract, tort or statutory liability or otherwise, is limited to supplying the Platform and Services again or payment of the cost of having the Platform and Services supplied again.

6.3 We are not liable in any way when an authorization is declined for any particular transaction regardless of the reason.

6.4 We accept no responsibility or liability for the goods or services that You purchase with Your Bybit Card or for any product or service discounts arising from the purchase with Your Bybit Card.

6.5 We accept no responsibility or liability for a merchant refusing to accept Your Bybit Card or failing to cancel an authorization.

6.6 We do not provide any warranty in relation to Your use of Winway's Platform and Services and we do not provide any warranty that the information displayed on our Platform and in relation to the Services is up-to-date, accurate or complete.

To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

6.7 Winway's Platform and Services do not provide information to evaluate whether or not You should invest, use and trade in digital assets. We give no warranties, guarantees nor do we accept any liability (except that which cannot be excluded by law) in relation to the statements, representations and information of others (including without limitation data, reports and analyses) displayed on our Platform and in relation to the Services.

6.8 You should independently satisfy Yourself as to the information provided through Winway's Platform and Services. You agree to use Winway's Platform and Services at Your sole risk and on an "as is" basis.

7. Use of our Platform and Services

7.1 Security

7.1.1 The transmission of information over the internet (including to or from our Platform and Services) is not completely secure or error free. In particular, emails to or from us and information submitted to or accessed via this Platform may not be secure and You should use discretion in deciding what information You send to us via these means.

7.1.2 Emails to and from us may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code.

7.1.3 You acknowledge that You use the Platform and Services (and obtain and transmit data to it) entirely at Your own risk, that it is provided on an “as is” basis and that we do not make any representations or warranties as to the security, availability of our Platform and Services or that Your access or use will be uninterrupted, timely or secure.

7.1.4 By using our Platform and Services, You agree to provide us with current, accurate and complete information, including any personal information, and agree to keep such information up to date.

7.1.5 Winway may provide Your personal information or any other information such as Your IP address or when Your Bybit Card was last accessed if requested by a law enforcement agency or government agency.

7.1.6 By applying for Bybit Card, You authorize Winway to make enquiries to verify Your identity either directly or through third parties, in order to protect our Platform, Services and other users against fraud. In order to verify Your account, You will provide us with personal information which will be verified against databases in Your country, as such it is imperative that You provide us with accurate and up-to-date information. The verification of Your identity and onboarding of Your account may take up to 10 business days to complete. You represent and warrant that the information You provide to us through our Platform is correct and up-to-date.

7.1.7 You agree that You will not use any other Bybit Card other than Your own Bybit Card or access the Bybit Card of another member or assist others in

obtaining unauthorized access. If You use or obtain access to a Bybit Card, other than Your own Bybit Card, this will result in immediate suspension and possible termination of Your Bybit Card and the other member's Bybit Card.

7.1.8 You must notify Winway immediately of any unauthorized access or use of Your Bybit Card, password or any other applicable breach of our Platform and Services by submitting a support request on our website.

7.2 Cookies

We may use cookies to identify Your computer on our server and so we can track Your use on our Platform. In some instances cookies may collect and store personal information about You. Such personal information will only be used by us in accordance with our Privacy Policy.

7.3 Privacy

Any personal information we collect about You via this Platform will only be used and disclosed by us in accordance with our Privacy Policy.

7.4 Intellectual Property

7.4.1 All information, graphics, data, prices, charts, video, audio and any other material ("Platform Material") displayed on or available on the Platform, and all the underlying source code and software, is owned or used under license by us, except where expressly stated in these Terms and Conditions or elsewhere on the Platform.

7.4.2 This Platform, all Platform Material and any intellectual property which vests in either of them is protected by copyright. You may download and print content from this Platform for Your own personal or internal business purposes only. You must not publish, adapt, communicate to the public, distribute to third parties, amend or make any other copy of information on this Platform without our prior written consent or otherwise do anything which would infringe our intellectual property rights in the Platform or the Platform Material.

7.4.3 All trademarks, registered trademarks, product names, logos and company names mentioned on this Platform are either owned by us or are displayed under license or with permission from the owner. Those third-party marks, logos and names remain the property of their respective owners.

7.4.4 Reference on the Platform to any companies, products, services, branding, offers or other information, by trade name, trademark or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us or the respective trademark owner.

8. General

8.1 Winway will communicate with customers by email and will never provide links to other websites or request sensitive information such as 2-factor codes and passwords. If You are not sure if the email You received is secure and from a trusted source, please email us at support@bybit.com and we will be able to assist You.

8.2 By using Winway's Platform and Services, You accept that it is Your responsibility to determine whether and to what extent, any taxes apply to any transactions or trades You conduct through our Services. It is also Your responsibility to seek professional tax advice with respect to Bybit Card as well as to ensure that You are compliant and that the Platform and features satisfy Your requirements. Winway does not provide any advice or take any responsibility for information that You receive through our Platform and Services.

8.3 These Terms and Conditions may be updated, modified or changed from time to time by us. You accept any such changes if You continue to use the Platform and Services after such changes are effected.

8.4 If any provision of these Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining parts of the Terms and Conditions will be in full force and effect.

8.5 If we are unable to perform our Services as stipulated in these Terms and Conditions due to circumstances out of our control, including but not limited to, change of law, regulations or policy, or an event of force majeure, we will not be held liable.

8.6 Any failure or delay to enforce a term or exercise any right or remedy under these Terms and Conditions by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

8.7 These Terms and Conditions are governed by the laws of the New South Wales and in the event that we have a legal dispute relating to the Services or these Terms and Conditions, the courts of New South Wales will have non-exclusive jurisdiction.