P2P Appeal Handling Rules

The rules will be revised and improved periodically from the date of issuance, and the new rules will take effect from the date of issuance. If you continue to use the P2P Trading platform's services, you are deemed to have fully understood and agreed to the rules.

Appeals are only accepted when the appellant submits valid and qualified video proof. Malicious appeals will disrupt normal operations on the platform and may result in account suspension. If the incident occurred more than 60 days prior to the dispute being raised, the Platform reserves the right not to assist with the dispute handling.

Where the Platform assisted with resolving a P2P dispute and delivered a decision on the P2P dispute, should you be dissatisfied with the decision/outcome of the P2P dispute, you may raise an appeal against the decision/outcome provided that such appeal on the decision/outcome is raised within 60 days from the date of delivery of the decision/outcome by the Platform. Please note that the obligation is on you as the User to provide the relevant information, evidence, or documentation as requested by the Platform, failing which, the Platform reserves the right to not provide assistance or not continue with the appeal against the decision/outcome, and such decision/outcome should be considered final.

The following are the details of the appeal handling rules:

Buyer's appeal

1. Order canceled

If an order was automatically canceled by the system due to payment time out, but the buyer had already completed the payment, our P2P Appeal Specialist will contact the seller for a refund on a best-effort basis. Similarly, if the order was mistakenly canceled after the buyer completed the payment, our P2P Appeal Specialist will reach out to the seller for a refund. If the seller refuses to refund,

Bybit is not liable for any loss resulting from the transaction. Bybit reserves the right to suspend users who are uncooperative during the process.

2. Payment amount and order amount do not match

If the amount paid by the buyer is greater than the order amount, and the buyer clicks "**Payment Completed**", our P2P Appeal Specialist will contact the seller for a refund. If the seller refuses to refund, the buyer is solely responsible for the loss of funds. **Bybit reserves the right to suspend users who are uncooperative during the process.**

3. The seller did not release the crypto on time

If the buyer successfully completes the payment by using a real-time payment method, but the seller does not release the crypto within 10 minutes, our P2P Appeal Specialist will contact the seller to release the crypto. If the seller doesn't respond within a given timeframe, a P2P Appeal Specialist will release the crypto manually upon verifying the video payment proof from the buyer successfully.

If the buyer used a non-instant payment method and the seller does not receive the payment immediately, our P2P Appeal Specialist will wait for further updates on the transaction status. Upon the seller can prove the payment is still not received after 6 days of the appeal being submitted, our P2P Appeal Specialist will cancel the order manually. However, if the seller is unable to prove the payment remains unreceived and the buyer is able to provide a valid video payment proof after a certain period, it will be assumed that the payment was received, and our P2P Appeal Specialist will release the crypto manually.

4. The seller is unwilling to release the crypto

If the buyer has paid the correct amount from an account with a name matching the verified name on their Bybit account, but the seller is unwilling to release the crypto and is attempting to settle the deal at a higher price or charging additional fees besides the transaction fee of the initial payment, our P2P Appeal Specialist will release the crypto manually upon verifying the video payment proof from the buyer successfully.

Important note: We encourage all users to carefully check the ad price before placing an order. This helps ensure a smooth transaction process. Please be aware that refunds or appeals may not be possible in such cases.

5. The buyer left a remark for the transfer, and the seller hasn't released the crypto

If the buyer included sensitive words or expressions, such as “digital currency”, “P2P”, “Bybit”, “BTC”, etc. or other sensitive information in the payment remarks when making a transfer (despite the seller’s terms stating not to mention such words), our P2P Appeal Specialist will contact the seller to either release the crypto or issue a refund. Any fees incurred during the refund process will be covered by the buyer.

6. There is no valid and clear payment method added in the order details

If the seller does not provide a payment method in the order and requests the buyer to clarify further in the order chatbox or other communication channels, it is deemed that the seller tends to defraud. If the buyer has not made any payment, our P2P Appeal Specialist will cancel the order after verification. If the buyer has made the payment to the seller with solid evidence, our P2P Appeal Specialist will request the seller to refund the payment. If the seller is unwilling to refund the payment, our P2P Appeal Specialist will release the crypto after verification. **Bybit is not liable for any loss resulting from the transaction without clear and dedicated payment methods in the order information. Bybit reserves the right to suspend users who are uncooperative during the process.**

7. Use of offensive language

If either party uses offensive language on the P2P platform–including in-chat tools, customer support live chat, or the order comment section–actions may be taken. If a user has been reported for offensive language two or more times, certain functions of their account may be suspended.

8. Fraud

If there is fraudulent behavior during the transaction, our P2P Appeal Specialist will permanently disable the fraudulent party's P2P transaction function after verification, delist all advertisements (such as those posted by the fraudulent account), and lock the fraudulent party's assets (if any).

If there is any asset loss involved due to fraudulent behavior, our P2P Appeal Specialist will freeze the fraudulent party's asset balance and assist with fund recovery on a best-effort basis. However, if there is insufficient remaining balance to fully cover the asset loss, **Bybit is not liable for any loss and cannot guarantee the retrieval of the funds.**

The user reserves the right to report the fraudulent party to law enforcement for the next endeavors. Without any official and legal documents from the local authorities, Bybit is unable to disclose the personal information of the fraudulent party as per Bybit Privacy Policy, regardless if there is any violation behavior. However, should your local authorities reach out to Bybit requiring further assistance, we may comply and provide full cooperation to the relevant authorities.

9. P2P HotSwap

If a dispute arises during a P2P HotSwap transaction, Bybit will make every effort to help users recover their assets. Please note that the asset recovery may involve returning the original payment coin type or providing the equivalent in stablecoin. **Bybit is not liable for any conversion rate risks associated with this process.**

Seller's appeal

1. The buyer didn’t pay but clicked "Payment Completed"

If the buyer did not make the payment, failed to provide proof of payment, or cannot be reached within a given timeframe, our P2P Appeal Specialist will cancel the order. If orders are canceled for the same reason three or more times, certain functions of the user’s account may be suspended.

If the buyer has paid but the seller has not received the payment, our P2P Appeal Specialist will wait for further updates on the transaction status. Upon the seller can prove the payment is still not received after 6 days of the appeal being submitted, our P2P Appeal Specialist will cancel the order manually. However, if the seller is unable to prove the payment remains unreceived and the buyer is able to provide a valid video payment proof after a certain period, it will be assumed that the payment was received, and our P2P Appeal Specialist will release the crypto manually.

2. The verified information or the amount paid does not match

If the buyer transfers funds to an account other than the one specified in the payment information or to a third-party account, Bybit is not liable for any resulting loss from the transaction, and a refund is not guaranteed. If the buyer repeatedly makes payments to accounts other than the one specified by the seller, the P2P Appeal Specialist has the right to suspend the buyer's account.

If the name on the buyer's payment account doesn't match the verified name on Bybit P2P, the buyer's P2P function will be suspended due to a violation of the Bybit P2P transaction rules. In this case, the crypto will not be released, and the seller will be asked to refund the full amount to the buyer. The order will be canceled after the seller submits proof of the refund, or the buyer confirms that the refund has been received. Any fees incurred should be covered by the buyer.

If the buyer has paid, but the amount is less than the order amount, they will be asked to pay the remaining amount within a given timeframe. Any additional fees incurred should be covered by the buyer. If the buyer fails to respond in time or refuses to pay the remaining amount, the seller will be asked to refund the received amount. **Bybit reserves the right to suspend users who are uncooperative during this process. Bybit is not liable for any losses resulting from the transaction.**

If the buyer’s payment is less than the order amount but the seller has already released the crypto, our P2P Appeal Specialist will contact the buyer to pay the remaining amount. If the buyer refuses to make the payment, the seller is responsible for the loss. **Bybit is not liable for the loss and reserves the right to suspend uncooperative users.**

3. The seller didn't confirm the payment in their account and released the crypto

The seller should contact our P2P Appeal Specialist to report the issue. If the buyer is unresponsive or refuses to cooperate, the seller may choose to report the case to law enforcement.

The seller shall take full responsibility for releasing the crypto without confirming payment in their account. **Bybit is not liable for any loss resulting from this transaction and cannot guarantee the retrieval of the funds.**

4. The bank account is frozen after receiving the payment

If the seller's account is frozen after the payment is received, our P2P Appeal Specialist will check with the seller if a refund of the payment is possible. If the payment can be refunded or reversed by the bank, our P2P Appeal Specialist will cancel the order upon which the refund is successful. If the refund of payment is not possible within the given timeframe or no further response from the seller, it is assumed that the seller is willing to accept the payment and our P2P Appeal Specialist will release the crypto manually.

If the seller's account is frozen after completing the order when receiving the payment, and the seller proves that the bank freeze was caused by the buyer's payment, the buyer shall actively assist and cooperate with the thawing. **Bybit is not liable for any risks inherent in P2P transactions including compliance risk associated with legal currency transactions.**

5. The buyer reversed the payment

If the payment is reversed by the payment provider due to security reasons or the transaction fails after the seller released the crypto, our P2P Appeal Specialist will contact the buyer to make another payment or return the crypto on a best-effort basis. However, if the buyer refuses to cooperate, **Bybit is not liable for any loss resulting from the transaction. Bybit reserves the right to suspend users who are uncooperative during the process.**

If the buyer takes the initiative actions to reverse the payment or attempts to reverse the payment by falsely claiming that it is an unauthorized transaction, our P2P Appeal Specialist will handle it as fraudulent behavior. All the remaining asset balances in the buyer's account will be frozen upon the situation being verified and transferred to the seller for compensation. However, if there are insufficient assets to cover the order amount, **Bybit is not liable for any loss and cannot guarantee the retrieval of the funds.**

6. Use of offensive language

If either party uses offensive language on the P2P platform–including in-chat tools, customer support live chat, or the order comment section–actions may be taken. If a user has been reported for offensive language two or more times, certain functions of their account may be suspended.

7. Fraud

If there is fraudulent behavior during the transaction, our P2P Appeal Specialist will permanently disable the fraudulent party's P2P transaction function after verification, delist all advertisements (such as those posted by the fraudulent account), and lock the fraudulent party's assets (if any).

If there is any asset loss involved due to fraudulent behavior, our P2P Appeal Specialist will freeze the fraudulent party's asset balance and assist with fund recovery on a best-effort basis. However, if there is insufficient remaining balance to fully cover the asset loss, **Bybit is not liable for any loss and cannot guarantee the retrieval of the funds.**

The user reserves the right to report the fraudulent party to law enforcement for the next endeavors. Without any official and legal documents from the local authorities, Bybit is unable to disclose the personal information of the fraudulent party as per Bybit Privacy Policy, regardless if there is any violation behavior. However, should your local authorities reach out to Bybit requiring further assistance, we may comply and provide full cooperation to the relevant authorities.

The seller should contact our P2P Appeal Specialist to report the issue. If the buyer is unresponsive or refuses to cooperate, the seller may choose to report the case to law enforcement.

The seller shall take full responsibility for releasing the crypto without confirming payment in their account. **Bybit is not liable for any loss resulting from this transaction and cannot guarantee the retrieval of the funds.**

8. P2P HotSwap

If a dispute arises during a P2P HotSwap transaction, Bybit will make every effort to help users recover their assets. Please note that the asset recovery may involve returning the original payment coin type or providing the equivalent in stablecoin. **Bybit is not liable for any conversion rate risks associated with this process.**

Important note:

- Bybit will not be responsible for any losses in assets resulting from any trades made privately outside of Bybit's P2P Trading platform. All P2P transactions should be conducted through Bybit's P2P Trading platform, and neither Bybit nor merchants will conduct transactions with users privately.
- Bybit will not be responsible for any losses in assets resulting from a user's failure to follow instructions on Bybit within the specified timeframe. Bybit reserves the right to terminate services for users who are uncooperative during the process.
- Bybit provides a mediation solution in goodwill. All the risks are assumed by P2P traders. Bybit reserves the right not to provide any assistance in dispute handling at its sole discretion.
- Bybit reserves the right to make the sole decision on the charging and refunding of any transaction fees incurred as a result of an order appeal judgment outcome, or in connection with any dispute arising after an order has been closed.