

Terms Of Use

Introduction

These Terms and Conditions are issued by Vortex Pay, S. de R.L. de C.V., a Mexican legal entity, with web page located in <https://www.bybit.com/es-MX/cards/>.

These Terms and Conditions govern the use of Your Bybit Card(s) (as defined below), and provide you with all the information regarding the terms, conditions, costs, and any additional charges, if applicable, as well as the payment methods for the Services regulated herein (hereinafter, the “**Terms and Conditions**”). If You at any time do not agree to any of these Terms and Conditions, You must immediately cease using the Platform and Services (as defined below), and inform Vortex Pay accordingly. For the avoidance of doubt, any and all utilization of the Platform and/or Services, including Your Bybit Card, shall constitute an express agreement by You to be legally bound by these Terms and Conditions, as may be amended from time to time.

Vortex Pay may not condition the issuance of the Bybit Card on any unrelated product or service. However, due to the nature of the Bybit Card, to be eligible for a Bybit Card, You must hold a Bybit Account operated by Bybit. The Bybit Card and Bybit Account shall be considered a single integrated product.

These Terms and Conditions are accepted by you through electronic means established on the Platform. By such acceptance, You acknowledge that:

- a) You have been informed of the contents of these Terms and Conditions; and
- b) That these Terms and Conditions are made available to You at Vortex Pay's online web page.

1. Definitions

- 1.1 **Account Statement** means the document issued periodically by Vortex Pay which details all transactions, charges, payments, fees, and the outstanding balance incurred through the use of the Bybit Card during a specific Period. The Account Statement also includes the Cut-Off Date, the Payment Due Date, the Minimum Payment amount, and any other relevant information. It shall be made available to You through the designated communication channels established in these Terms and Conditions.
- 1.2 **Business Day** means any day other than a Saturday, Sunday, or official public holiday in Mexico, on which banking institutions are open for business in accordance with applicable laws and regulations.

- 1.3 **Bybit Account** means the virtual asset account that You maintain with Bybit for crypto assets operations.
- 1.4 **Bybit Card** means a Mastercard credit card issued by Vortex Pay, which may be either virtual or physical. A physical card may be issued upon the user's request. Both the virtual and physical cards may be used for all types of transactions, including but not limited to physical and online purchases.
- 1.5 **Bybit** refers to Bybit Technology Limited, a centralized digital currency exchange provider and an operator of the platform, bybit.com.
- 1.6 **Bybit's One-Click Buy/Sell** means the service provided to You by Bybit for the conversion of Mexican Pesos into digital assets, and digital assets into Mexican Pesos, under the terms and conditions applicable to the Bybit Account.
- 1.7 **Collateral** means the crypto asset(s) designated by You expressly for the purpose of securing the payment obligations under the Bybit Card. Only the selected crypto assets by You shall constitute Collateral and are shown as "Selected Assets" in the Platform. You may select 3 (three) out of 8 (eight) available crypto assets. Any other crypto assets held in Your wallet shall not be deemed or treated as Collateral under these Terms and Conditions, unless otherwise selected by You.
- 1.8 **Cut-off Date** means the day of each month on which the monthly period ends for recording transactions made with the Bybit Card and the next monthly period begins.
- 1.9 **Refund Virtual Asset** means the virtual asset in which Vortex Pay and/or Bybit may effect any refund, reversal, return, chargeback, adjustment in Your favour, or any excess amount related to the Bybit Card. Unless otherwise indicated on the Platform, the Refund Virtual Asset shall be USDT in the first instance. Where a refund, reversal, return, chargeback, adjustment in Your favour, or any excess amount must be determined by reference to an amount in Mexican Pesos, the conversion of MXN into the applicable Refund Virtual Asset shall be executed at an exchange rate determined by reference to the MXN/USDT spot rate provided to the Platform by the third-party payment service provider or other service provider processing MXN flows on the Platform at, or as close as practicable to, the time of execution (the "**Reference Rate**"), adjusted by any all-in conversion margin then disclosed and applied by Bybit in accordance with the Platform's pricing rules. Where the Reference Rate is unavailable or, in the reasonable judgment of Vortex Pay and/or Bybit, materially non-representative of prevailing MXN/USDT market conditions

at the time of execution, the effective rate shall be determined by reference to an alternative source selected by Vortex Pay and/or Bybit acting in good faith and in a commercially reasonable manner. If USDT is unavailable, not supported for the relevant functionality, suspended, or Vortex Pay and/or Bybit reasonably determine that its use is not operationally or commercially practicable at the relevant time, the Refund Virtual Asset may be USDC or any other virtual asset designated by Bybit and notified to You through the Platform.

- 1.10 **Minimum Payment** means the minimum amount, as indicated in the Account Statement, that You must pay on or before the Payment Due Date to avoid incurring on penalties, in accordance with the Minimum Payment Section of these Terms and Conditions.
- 1.11 **Payment Due Date** means the day on which You must pay the amount indicated in the Account Statement. The Client may request it directly from Vortex Pay via its Customer Service contacts or through the Platform. If the Payment Due Date falls on a non-business day, it will be moved to the next Business Day without any additional charge.
- 1.12 **Period** means the monthly cycle between one Cut-Off Date and the next Cut-Off Date, within which all transactions, charges, and payments related to the Bybit Card are accounted for in the corresponding Account Statement.
- 1.13 **Platform** means the collection of electronic systems and services, including the website and associated mobile application, operated by Vortex Pay and Bybit to provide You with Vortex Pay's Services.
- 1.14 **Privacy Policy** means Our privacy policy as set out at <https://www.bybit.com/app/terms-service/privacyPolicy>.
- 1.15 **Spending Power or Credit Line** means the credit line You are authorized to spend using the Bybit Card as determined by Vortex Pay at its sole discretion, based upon Your payment capacity, linked to the virtual assets maintained as Collateral in Your Bybit Account.
- 1.16 **Total Annual Cost or TAC** means a standardized indicator that reflects the total annual cost of financing, expressed as a percentage, and includes all applicable interest rates, fees, and charges that You must pay for the use of the Bybit Card.
- 1.17 **Vortex Pay** means Vortex Pay, S. de R.L. de C.V., the issuer of the Bybit Card in Mexico.

1.18 **Vortex Pay's Services** or **Services** means the services provided to You by Vortex Pay in connection with Your application for and use of the Bybit Card as described in these Terms and Conditions.

1.19 **We, Our** or **Us**, means Bybit and Vortex Pay.

1.20 **You** or **Your**, means the customer of Bybit, who wishes to obtain the Bybit Card from Vortex Pay in accordance with these Terms and Conditions.

2. Scope and Purpose

These Terms and Conditions apply solely and exclusively to the use of the Bybit Card, including the Spending Power eligibility, its payment obligations, and the way in which the corresponding Collateral will be used as a source of payment for the Bybit Card.

These Terms and Conditions do not govern the Bybit Account, which is operated independently by Bybit.

For the avoidance of doubt, unless expressly stated otherwise on the Platform, the Bybit Card does not maintain or operate a deposit account, electronic payment funds account, or available fiat balance in favour of the User; any excess amount, refund, reversal, return, chargeback, or adjustment in favour of You shall be reflected and satisfied by crediting the applicable Refund Virtual Asset to the Bybit Account in accordance with these Terms and Conditions.

You must be at least 18 (eighteen) years of age to access and use the Platform and Services. You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to comply with them. You must register with Vortex Pay to use the Bybit Card, the Platform and the Services. You agree to provide complete and accurate information when registering to use the Services, and to keep that information updated.

3. Issuance of the Spending Power

Vortex Pay will consider Your application for the Bybit Card, (only users who hold a Bybit Account will be eligible for a Bybit Card) and will grant you an individual Credit Line linked to a Bybit Card.

Vortex Pay will determine the Spending Power of Your Bybit Card, and will approve transactions up to the Spending Power. Spending Power will be

determined by Vortex Pay in its sole discretion, based on the assessment of value of virtual assets you maintain in Your Bybit Account.

Upon approval of any transaction on Your Bybit Card, Bybit will reserve the corresponding virtual assets on your Bybit Account as collateral to secure the credit line extended to you. Such collateral will be released to you once the transaction is cancelled by the merchant/ATM, or expiration of the time limit for merchant/ATM to complete the transaction.

Upon completion of transaction by the merchant/ATM Vortex Pay will instruct Bybit to take over and liquidate the Collateral held by Bybit to cover your obligations arising from such transactions. The resulting Mexican Pesos, obtained from the sales of aforementioned virtual assets, will be used to settle Your Bybit Card transactions that have been guaranteed by Vortex Pay on Your behalf. You hereby authorize Us to freeze and deduct the necessary amount of Collateral from Your Bybit Account to settle any outstanding credit card transactions. This authorization remains valid after card expiry for transactions approved during the validity period.

All card-related balances must be settled immediately upon becoming due. In the event that there are insufficient funds in your Bybit Account to cover any outstanding amounts, We reserve the right to suspend or terminate your access to the Services without prior notice. The suspension will remain in effect until all outstanding balances, including any applicable fees or charges, are fully repaid.

In the event that Vortex Pay needs to instruct Bybit to liquidate Your Collateral, You expressly acknowledge and agree that a convenience fee of 0.9% will apply to each conversion of virtual assets to Mexican Pesos, and that this fee may be deducted directly from Your Bybit Account. For the avoidance of doubt, this convenience fee applies to the liquidation of Collateral into Mexican Pesos and is separate from the conversion margin applicable to the conversion of an MXN-denominated refund or other amount into a Refund Virtual Asset.

Vortex Pay and/or Bybit may effect in Your favour any excess amount arising from the settlement of a Bybit Card transaction, as well as any refund, reversal, return, chargeback, or adjustment relating to such transaction, by crediting the Refund Virtual Asset to Your Bybit Account. Where any such amount must be determined by reference to an amount in Mexican Pesos, the quantity of the Refund Virtual Asset to be credited shall be determined in accordance with the Reference Rate methodology and related conversion mechanics set out in the definition of Refund Virtual Asset, as applied at the time the relevant refund, reversal, return, chargeback, or adjustment is effectively processed. You acknowledge and agree that the virtual asset credited may differ from the virtual asset originally used as Collateral or liquidated in connection with the relevant

transaction. If any credit is duplicated, made in error, or subsequently reversed or rejected under the applicable card scheme rules, You authorize Vortex Pay to instruct Bybit to reverse the corresponding credit or recover an equivalent amount from Your Bybit Account, subject to applicable law.

If You spend beyond the redeemable balance in Your Bybit Account, Vortex Pay may claim the resulting overdraft amount from You. Vortex Pay will attempt to liquidate any available eligible Collateral to cover the overdraft. If the Collateral is insufficient, You must repay the outstanding amount within five (5) business days.

4. Payment

You agree to pay all amounts owed under the Bybit Card, including any outstanding balance reflected in the Account Statement issued as of the Cut-Off Date, through the express mandate granted under the Express Mandates Section. Such payment must be made in full no later than the corresponding Payment Due Date, as indicated in the statement and in these Terms and Conditions. This obligation shall apply without limiting the option of making Minimum Payment. Any unpaid amounts may generate penalty fees in accordance with these Terms and Conditions.

For these purposes, Cut-Off Date and Payment Due Date will be indicated in the Platform and in the Account Statements issued to You.

Vortex Pay will not charge fees for:

- a. Overdraft or attempted overdraft.
- b. Late payment, non-payment, or any other equivalent concept when default interest is charged during the same period.
- d. Cancellation of 1 (one) or more credit cards issued under the same Terms and Conditions, nor in the event of the termination and/or early termination of the Services.

5. Minimum Payment. Each Period You must cover at least the Minimum Payment before or on the Payment Due Date. Failing to do so will entitle Vortex Pay to charge a penalty fee of 1% (One percent) of the outstanding balance, which will be included in the immediate following Period along with the outstanding balance.

Vortex Pay shall ensure at all times that the conditions and calculation method for Minimum Payment do not result in disproportionate charges or inequitable or abusive obligations for You.

6. Total Annual Cost. The TAC is calculated in accordance with the methodology established by the Mexico Central Bank and disclosed for informational and comparative purposes only.

The applicable TAC will be provided to You at the time of granting of Your Credit Line and will be made available through the Account Statement. Vortex Pay will update and disclose the TAC in the event of any change in the terms and conditions that affects its calculation. The TAC does not include costs for optional services or penalties for non-compliance.

By accepting these Terms and Conditions, You acknowledge that You have been informed of the applicable TAC and understand that it serves as a reference to evaluate the total cost of the Credit Line granted through the Bybit Card.

7. Spending Power Increase

If You voluntarily designate additional crypto assets to Your already designated Collateral in Your Bybit Account, You hereby expressly consent to a corresponding increase in Spending Power proportional to such designation.

By making such contribution, You acknowledge and authorize Vortex Pay to adjust Your Spending Power accordingly, without the need for any additional request or approval. The Spending Power increase will take effect upon confirmation that the additional Collateral is available and eligible under these Terms and Conditions. For these purposes, You expressly authorize and instruct Bybit to notify Vortex Pay of movements in Your Bybit Account that reflect a contribution and any corresponding increase or decrease in the Collateral.

8. Spending Power Decrease

If You withdraw all or part of the crypto assets designated as Collateral in Your Bybit Account, You hereby expressly consent to a corresponding decrease in Your Spending Power proportional to such withdrawal.

In addition, You acknowledge and agree that if You make use of Your Spending Power, the designated Collateral will decrease in the same proportion as the amount used, and consequently Your available Spending Power will decrease accordingly.

By making such withdrawal or use, You authorize Vortex Pay to adjust Your Spending Power automatically, without the need for any additional request or approval. The reduction in Spending Power will take effect upon confirmation that the withdrawn or utilized amounts have affected the Collateral's availability under these Terms and Conditions. For these purposes, You expressly authorize and instruct Bybit to notify Vortex Pay of movements in Your Bybit Account that

reflect any withdrawal, use, or other reduction of Collateral and any corresponding decrease in Spending Power.

9. Account statements

The Account Statement will be issued by Vortex Pay and include all transactions, charges, payments, fees, and the outstanding balance incurred in the use of the Bybit Card during the respective Period.

The Account Statement also includes the Cut-Off Date, the Payment Due Date, the Minimum Payment amount (if applicable), and any other relevant account information.

With the acceptance of these Terms and Conditions You hereby accept that Vortex Pay makes the Account Statement available at all times in the Platform.

10. Express Mandates

By accepting these Terms and Conditions, You hereby grant an express mandate and instruct Vortex Pay for the following purposes:

- a. Request from Bybit the amounts necessary to settle the outstanding balances of Your Bybit Card.
- b. Arrange for the return or credit in Your favour of any excess amount arising from the settlement of transactions on Your Bybit Card, as well as any refund, reversal, return, chargeback, or adjustment relating to any Bybit Card transaction, by crediting the Refund Virtual Asset to Your Bybit Account, and You expressly authorize Vortex Pay to instruct Bybit to process that credit in accordance with Section 3 and the definition of Refund Virtual Asset.

This mandate will remain valid and in full force for the duration of Your contractual relationship with Vortex Pay and will apply to all transactions made using Your Bybit Card, including transactions settled after Your Bybit Card has been deactivated.

In addition, You expressly authorize Bybit to honor Vortex Pay instructions to:

- a. Freeze the portion of Your Collateral corresponding to any authorized transaction on Your Bybit Card upon approval of that transaction;
- b. Release frozen Collateral if the transaction is canceled by the merchant or ATM, or if the applicable time limit for completion of the transaction expires without settlement;
- c. Liquidate the designated Collateral upon request from Vortex Pay for the purpose of paying Your Bybit Card obligations and settling transactions;
- d. Transfer the proceeds from such liquidation to Vortex Pay as necessary to satisfy Your payment obligations related to Your Bybit Card; and

e. Inform Vortex Pay of movements in Your Bybit Account that reflect an increase or decrease of the Collateral.

Bybit will not deduct, freeze, liquidate, or otherwise use any assets in Your Bybit Account that You have not expressly designated as Collateral.

You understand and agree that any balance must be settled immediately. If Your Collateral is insufficient to cover any outstanding amounts, Vortex Pay reserves the right to suspend or terminate Your access to its Services without prior notice until You repay all outstanding balances, including any applicable fees or charges, through another payment method or until You replenish the required Collateral.

11. General Obligations

You shall comply with (i) all applicable laws and regulations in Mexico, and (ii) any and all terms and conditions set by Vortex Pay, including this Terms and Conditions and the Privacy Policy (as may be amended from time to time at the sole discretion of Vortex Pay), when utilizing the Platform and/or Services, including Your Bybit Card. You acknowledge and agree that a failure to abide by this Clause shall entitle Vortex Pay, at its sole discretion, to immediately terminate Your access to the Platform and Services, including Your Bybit Card, in accordance with the Termination Clause.

You are solely responsible for maintaining the confidentiality and security of Your Bybit Card, Card credentials (including PINs, passwords, and CVV codes), and any other means used to access or authorize transactions on Your Card. You must not share or disclose Your Card details to any third party unless expressly authorized by Vortex Pay or Bybit.

You agree to exercise reasonable care to prevent loss, theft, or unauthorized use of Your Bybit Card. If Your Bybit Card is lost, stolen, or if You suspect unauthorized use or access to Your Card or credentials, You must notify Vortex Pay immediately via the channels provided in these Terms or on the Platform. Failure to notify Us promptly may result in You being held liable for losses resulting from unauthorized transactions.

You shall not use Your Bybit Card for any unlawful purpose, including transactions that violate applicable anti-money laundering (AML), counter-terrorist financing (CTF), or sanctions regulations.

You shall cooperate with Vortex Pay and any relevant authority in the investigation of any unauthorized use of Your Bybit Card or suspected breach of these Terms, and You consent to the sharing of information as necessary for fraud prevention, regulatory compliance, or legal enforcement.

12. Termination

Vortex Pay may at its sole discretion suspend, limit, restrict, deactivate or terminate Your access to the Platform and/or Services, including Your Bybit Card, without providing any prior notice or reason if:

1. You gain or attempt to gain unauthorized access to the Platform or another Bybit Card;
2. You allow or facilitate a third party to gain unauthorized access to the Platform or to Your Bybit Card;
3. There is a technical or operational difficulty as may be solely determined by Vortex Pay;
4. You use, or We reasonably suspect You of using, the Platform and/or Services in order to perform illegal or criminal activities, including but not limited to activities relating to fraud, money laundering, terrorist financing or financial crime and/or any other breach of laws regarding sanctions and bribery;
5. Your use of the Vortex Pay Services is subject to any pending investigation, litigation or government proceeding;
6. You fail to pay or fraudulently pay for any transactions;
7. We are unable to support Your use of the Platform and/or Services, including Your Bybit Card;
8. We have determined at Our sole discretion that there may be issues relating to the security of Your Bybit Card or that a transaction is suspicious, fraudulent, erroneous or illegal;
9. You take any action that may or may potentially circumvent these Terms and Conditions or Our control by abusing any promotions, rewards or referral programs that We may offer at any given time;
10. You breach any terms of these Terms and Conditions or Our Privacy Policy;
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;
12. Vortex Pay receives a request from a law enforcement or government agency to do so;
13. Bybit terminates, restricts, or cancels Your Bybit Account;
14. You are determined to be insolvent and/or bankrupt or a bankruptcy or insolvency petition has been made against You; or
15. You fail to comply with all laws and regulations in Mexico in relation to the use of the Platform and Services, including Your Bybit Card.

You may cancel Your Bybit Card at any time, subject to the settlement of any pending transactions and compliance with any card closure requirements as solely determined by Vortex Pay.

You must submit Your cancellation or termination request through the Client Support contacts provided in these Terms and Conditions. No fees will be charged for canceling Your Bybit Card, but this does not exempt, relieve or waive Your obligation to pay any outstanding amounts owed by You to Us, which remain payable in full.

Vortex Pay will provide You with a reference number confirming receipt of Your termination or cancellation request, indicating the date and time received.

Upon receiving the request, Vortex Pay will immediately block Your Spending Power and Bybit Card and reject any further credit use. Charges made after cancellation will not be billed to You.

These Terms and Conditions will terminate on the next business day following Your request unless amounts remain outstanding, in which case termination will occur upon settlement. Vortex Pay will notify You of any amounts owed within 10 (ten) business days of receiving the request.

On termination, and subject to settlement of any outstanding amounts, Vortex Pay shall instruct Bybit to credit any remaining amount due to You, less any amounts properly due and payable by You under these Terms and Conditions, in the Refund Virtual Asset to Your Bybit Account or through any other mechanism enabled and notified on the Platform. Where such remaining amount must be determined by reference to an amount in Mexican Pesos, the quantity of the Refund Virtual Asset to be credited shall be calculated in accordance with the Reference Rate methodology and related conversion mechanics set out in the definition of Refund Virtual Asset, as applied at the time the return is processed.

Once all amounts have been paid, Vortex Pay will provide You with a statement, through the Platform, certifying the end of the contractual relationship and confirming that no further debts remain.

In the event that Your Bybit Card is suspended, limited, restricted, deactivated or terminated, Vortex Pay maintains sole discretion to determine whether Your Bybit Card should be reinstated and is under no obligation to honor or reinstate a transaction or price on the same terms had the suspension, limitation, restriction, deactivation or termination not occurred.

Upon termination of Your access to Vortex Pay's Platform and/or Services, including Your Bybit Card:

1. You shall immediately cease all use of Vortex Pay's Platform and/or Services or any benefits in connection with the Platform, Services and/or the Bybit Card; and

2. You must immediately pay all amounts owing to Us in connection with Your Bybit Card, including any and all interest which may have accrued, as the case may be.

13. Indemnity

To the maximum extent permitted by law, You agree to indemnify, defend and hold harmless Vortex Pay (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 attorney’s fees and disbursements) which arise out of or in connection with:

1. Your conduct and use of Our Platform and/or Services, including Your Bybit Card.
2. Your breach of these Terms and Conditions, Our Privacy Policy and/or Our anti-money laundering and counter-terrorism financing (“**AML/CTF**”) policy (as may be amended from time to time at Vortex Pay’s sole discretion);
3. Your breach of Pomelo’s Bybit Card Terms & Conditions;
4. Your breach of any applicable law, regulation or rule;
5. Your violation or breach of Vortex Pay’s copyright, intellectual property, trade secrets, patents, trademarks, service marks or any other proprietary right under law;
6. Your failure to secure or keep secret Your Bybit Card PIN or other authentication data;
7. Any information that You provide to Us via Our Platform and/or Services;
8. Any damage that You may cause to the Platform and/or Services, to any Vortex Pay user or any other person or entity; or
9. Any right exercised by Vortex Pay under these Terms and Conditions, as may be amended from time to time at its sole discretion.

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

14. Liability

To the maximum extent permitted by law, Vortex Pay 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 Vortex Pay 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.

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.

We shall not be liable in any for any failed, declined or delayed authorization for any particular transaction regardless of the reason.

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. You must resolve any complaint over such goods or services directly with the merchant or such other person and no claim against any of them may be set off against Us.

We accept no responsibility or liability for a merchant refusing to accept Your Bybit Card or failing to cancel an authorization. You must resolve any complaint contemplated under this clause with the merchant or such other person and no claim against any of them may be set off against Us.

We do not provide any warranty in relation to Your use of the 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.

The 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.

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

15. Use of Our Platform and Services

Security. 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.

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.

You acknowledge that Your use of the Platform and Services (and obtain and transmit data to it) are 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.

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.

Vortex Pay 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.

By applying for the Bybit Card, You authorize Vortex Pay 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 need to 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 on-boarding of Your account may take up to ten (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.

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 or termination of Your Bybit Card and the other member's Bybit Card.

You must notify Vortex Pay immediately if You lose control of or if there are 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.

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.

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.

Intellectual Property. 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.

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.

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.

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.

16. Customer Service

You may contact Vortex Pay through support@bybit.com, to submit complaints or request clarifications, as well as to assist with any questions, inquiries on your Account Statements, Spending Power, and other notifications or aspects related to these Terms and Conditions.

In addition, you may also contact Procuraduría Federal del Consumidor (Profeco) in the telephone 55 5568 8722 y 800 468 8722, or its web page: <https://telefonodelconsumidor.gob.mx/>, for inquiries, clarifications and claims related to these Terms and Conditions.

Vortex Pay will communicate with customers by email or through the Platform, and will never provide links to other websites or request sensitive information such as two-factor codes and passwords.

16. Client Support

If You detect any error, unauthorized transaction, or inconsistency in Your Account Statement or use of the Bybit Card, You have the right to request a clarification or file a claim. This request must be submitted in writing within 30 (thirty) calendar days from the date the Account Statement was issued or the transaction occurred, whichever applies.

You are responsible for reviewing Your transaction history and account activity regularly and must promptly notify Vortex Pay of any errors, unauthorized transactions, or discrepancies. If You do not report any unauthorized or erroneous transactions within the period mentioned in the previous paragraph, You may lose the right to dispute such transactions.

To initiate the process, You must include Your full name, contact information, a description of the issue, and any supporting documentation. Requests can be submitted by email to support@bybit.com

Once received, Vortex Pay will confirm receipt within five (5) business days and assign a case number for follow-up. You may be asked to provide additional information during the review process.

The Company will complete its internal investigation and communicate a resolution within thirty (30) calendar days from the date of the request. The result will be shared with You via the communication channel initially used or another agreed method.

If You disagree with the resolution, You may escalate the matter to the Profeco in the contact information provided above.

By using the 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 the Bybit Card as well as to ensure that You are compliant and that the Platform and features satisfy Your requirements. Vortex Pay does not provide any advice or take any responsibility for information that You receive through Our Platform and Services.

17. Amendments to Terms and Conditions

These Terms and Conditions may be amended, modified or changed from time to time by Us at Our sole discretion, with a prior notification with 30 (thirty) days in advance, through the Platform or by the email You provided. If You do not

agree with any or all of the amendments, you may terminate the Services within 60 (sixty) calendar days following the entry into force of said amendments. Continued use of the Platform after this 60 (sixty) calendar days constitutes acceptance of the amended Terms. This 60 (sixty)-day termination window only applies in regard to changes to the Terms. Users still retain the right to terminate their account at any time for any reason under the general termination provisions.

If any provision of these Terms and Conditions is 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.

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.

Any failure or delay in enforcing 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.

18. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of Mexico. In the event of a dispute relating to the use of the Platform, Services or these Terms and Conditions, the parties agree to attempt, for a period of thirty (30) calendar days after the receipt of the existence of a dispute, to settle the dispute by amicable settlement between the parties. In the event the legal dispute cannot be settled by an amicable settlement within thirty (30) calendar days, any dispute arising out of or in connection with the use of the Platform, Services or these Terms and Conditions, the interested party may choose, depending on its needs, one of the following options:

(i) to expressly submit to the applicable law and the competent courts of Mexico City, waiving any jurisdiction that might otherwise apply due to their present or future domicile or for any other reason; or

(ii) to opt for any dispute arising out of or in connection with these Terms and Conditions to be finally resolved in accordance with the Rules of Arbitration of the International Chamber of Commerce by 1 (one) or more arbitrators appointed in accordance with said Rules.