

Bybit Wallet | User Agreement

These Terms and Conditions (the **“Terms”** or this **“Agreement”**) govern the use of the electronic trading platform, including any website or mobile application (the **“App”**, together with the website, the **“Site”**) for accessing the platform, and any services provided through the platform (collectively, the **“Platform”**) provided by Bybit Technology Limited (the **“Company”**, **“we”**, **“us”** or **“our”**).

The Terms form a binding agreement between the Company and you, as an individual user (**“you”**, **“your”** or **“User”**) for your individual usage of the App and Platform. By registering for and downloading the App and using the Platform, you confirm your acceptance of this Agreement and our associated [Privacy Policy](#). If you do not agree to these Terms, you must immediately uninstall the App and cease using the App and the Platform.

Securities Disclaimer:

No material or any other information which may be made available on the Site or Platform shall constitute or be construed as a recommendation, endorsement, offer, invitation or solicitation to enter into any transaction with or purchase any product, or otherwise deal with securities, crypto assets or other products. You further understand that none of the information providers, including any Third-Party Providers (as defined below) are advising you personally concerning the nature, potential, value or suitability of any particular security or crypto asset, portfolio of securities or crypto assets, transaction, investment strategy or other

matter, and any information provided is not tailored to the investment needs of any specific person.

You understand that an investment in any security or crypto asset is subject to a number of risks, and that discussions of any security or crypto asset published on the Site or Platform may not contain a list or description of relevant risk factors. Please note that markets change continuously, so any information, content, Third-Party Content (as defined below) or other material provided on or through the Site or Platform may not be complete or current, or may be superseded by more current information. You rely on such information at your own risk. No Professional or Investment Advice.

Our Site and Platform are not intended to provide tax, legal, insurance or investment advice, and nothing on the Site or Platform should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security or crypto asset by the Company. You alone are solely responsible for determining whether any investment, security or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation. You should consult an attorney or tax professional regarding your specific legal or tax situation.

1. Definitions

1.1 Unless otherwise defined or the context otherwise requires, all capitalized terms shall have the meaning given to them in these Terms:

- a. **“Account”** means the account established by a User that has downloaded the App or accessed the Site and registered with the Company to use the Site and the Platform.
- b. **“App”** means the mobile application provided by the Company to access the Platform.
- c. **“Authorized Individual”** means any person that is authorized to access and use the Site (including the App) and Platform on behalf of a User.
- d. **“Biometric Authentication”** means the identity authentication function using biometric credentials including fingerprint, facial recognition or any other biometric data, as we may permit from time to time.
- e. **“Digital Assets”** means Bitcoin, Ether, or other crypto or digital assets or currencies.
- f. **“Digital Platforms”** refers to third-party distribution platforms where mobile applications or other software programs can be accessed or downloaded, including, but not limited to, the Apple App Store and Google Play.
- g. **“Governmental Authority”** mean any nation or government or any province or state or any other political subdivision thereof, or any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.
- h. **“Material”** means any offering material, term sheet, market data, research report, product or service documentation or any other information provided through the Platform.

- i. **“Personal Information”** refers to information supplied by a User from which the identity of such User may be directly or indirectly ascertained.
- j. **“Privacy Policy”** means the additional terms and conditions governing the collection, use and disclosure of each User’s Personal Information, as set out here: <https://www.bybit.com/app/terms-service/privacyPolicy>. Each User must read and agree to the Privacy Policy in order to use the App or the Site
- k. **“Service Notifications”** are one-way notifications from the Company (which may include security-related notifications) via text message or emails and, where applicable, push notifications through the Site. These notifications are sent to the User in respect of certain information or events relating to an account to which an User has access through the Platform.
- l. **“Third-Party Financial Services Provider”** is any third party that offers a trading, fiat-crypto exchange or other financial services account that can be registered and accessed through the Platform.
- m. **“Third Party Account”** means a separate financial services account that a User establishes with a Third-Party Services Provider to conduct transactions.
- n. **“User”** means any person that has registered with the Company to use the Site and access the Platform and any Authorized Individual acting on their behalf.
- o. **“User Identification Policy”** means the know-your-client policy and procedures adopted by the Company from time to time regarding the User’s access to the Platform.

- p. **“User Credentials”** means the set of user identification, password, personal identification number, token and any other information or device provided to an User to access the Platform.

2. Changes

2.1 We reserve the right at any time to:

- a. modify, update or change the terms and conditions of this Agreement or our [Privacy Policy](#)
- b. modify, update, or change the Site and Platform, including eliminating or discontinuing any content or feature of the Site or Platform; or
- c. impose fees, charges or other conditions for use of the Platform or parts thereof (with reasonable notice) (all of the foregoing referred to as **“Changes”**).

2.2 We may make such Changes at any time without prior notice (except as noted in subsection(c) above). Any Changes to this Agreement 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.

3. Digital Platform Terms

3.1 The App may be available for download from one or more Digital Platforms. Your download, installation, access to or use of the App is also bound by the terms and conditions and privacy policies of the applicable Digital Platform (the **“Digital Platform Terms”**). If there is any conflict between these Terms and the Digital Platform Terms, then these Terms will prevail.

3.2 The App is independent of and is not associated, affiliated, sponsored, endorsed or in any way linked to any Digital Platform. You and we acknowledge that this Agreement is entered into between you and us only, and not with any Digital Platform, and we, not the Digital Platform, are solely responsible for the App and the content thereof to the extent specified in this Agreement.

3.3 You and we acknowledge and agree that the relevant Digital Platform, and that Digital Platform’s subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, that Digital Platform will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

4. Network Device and Carrier Requirements

4.1 You acknowledge that your agreement with your mobile and Internet network provider (the **“Network Provider”**) will apply to your use of the Site. You acknowledge that you may be charged by your Network Provider for data services while using certain features of the Site or any other third-party charges as may arise and you accept sole responsibility for such charges. If you are not the bill

payer for the mobile/Internet device being used to access the Site, you will be assumed to have received permission from the bill payer for using the Site. You must also ensure that your use of the Site is not in violation of your mobile or Internet device agreement or any wireless data service agreement.

5. Eligibility and Registration

5.1 You must be at least 18 years of age to access and use the Site and Platform. 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 to abide by and comply with these Terms. You must register with the Company to use the Site and the Platform; you agree to provide complete and accurate information when registering to use the Site and the Platform, and to keep that information updated.

5.2 We have the sole discretion to accept or reject your registration with the Platform. Only Users whose registration is approved by us will be our customers.

6. Intellectual Property

6.1 All title, ownership rights and intellectual property rights in or relating to the Site and Platform, any information transmitted by, to or over the Platform and information regarding use of the Platform will remain with the Company or its licensors. Nothing on the Platform will be construed as conferring on any User any license, save as expressly set out herein, of any of the Company's or any third party's title, ownership rights and/or intellectual property rights, whether by estoppel, implication or otherwise.

6.2 The Platform and App may provide you access to content, information, quote, videos, photos or other materials (the “Third-Party Content”) supplied by certain third parties (the “Third-Party Content Providers”). The Company does not endorse or recommend, and is not responsible for verifying the accuracy, validity or completeness of any Third-Party Content provided through the Site or Platform. Your use or reliance on such Third-Party Content is at your sole risk. All title, ownership rights and intellectual property rights in or relating to the Third-Party Content will remain with the applicable Third-Party Content Provider. Nothing on the Platform will be construed as conferring on any User any license, save as expressly set out herein, of any Third-Party Content Provider’s title, ownership rights and/or intellectual property rights, whether by estoppel, implication or otherwise.

6.3 Provided you are in compliance with these Terms, you can download and access the Site on a single mobile device and access the Platform using properly issued User Credentials. All other rights in the Site are reserved by the Company. In the event of your breach of these Terms, we will be entitled to terminate your use and access to the Site and Platform immediately.

6.4 You agree not to:

- a. modify, adapt, reproduce, translate or create derivative works of the Site or Platform, or any data or content (including the Third-Party Content) provided through the Site or Platform, or any portion thereof, or attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Site or Platform;

- b. remove any copyright notice, trademark, legend, logo or product identification from the Site or Platform;
- c. misrepresent the other sites as the Company's Site by co-opting the visual "look and feel" of or text from the Company's Site or otherwise violate the Company's intellectual property rights, including, without limitation, "scraping" text or images from the Company's Site or the Company managed banners and/or text links, search marketing or all other online and offline campaigns,
- d. edit, modify, filter, truncate or change the order of the information contained in any part of the Company's Sites, or remove, obscure, or minimize any part of the Company's Site in any way without authorization of the Company; or
- e. make any commercial use of the Site or Platform or the Company's logo, trademark or brand name in any way.

6.5 Each User authorizes the Company to use any information or content provided by the User or processed in connection with the use of the Site and Platform (e.g. Personal Information, geographic information, device information) in the context and for the purpose of providing services or products on the Platform and the secure use of the Site and the Platform.

7. Account

7.1 In order to use the services on the Platform, you must create an account with the Platform (the "Account"). The Account will be used to record various Digital Assets transferred by you onto the Platform and conduct transactions on the

Platform. The Account may be registered by any individual who is over 18 years old or an institution by its duly authorized representatives, provided such individual and institution have read and understand the [Risk Disclosure Statements](#), which is incorporated by reference into, and shall be a part of this Agreement. Each User shall only register one trading Account on the Platform. Registration of multiple trading Accounts would be a violation of these Terms and may lead to immediate termination of these Terms and the Accounts involved.

7.2 The Account is not a bank account and the Digital Assets held in the Account are not deposits or other financial products. Except as otherwise permitted by the Platform, no interest will be paid on any funds or Digital Assets under your Account, and all Digital Assets that are directly held by us for your benefit are not insured by any Governmental Authority.

7.3 You may fund the Account by transferring Digital Assets from your accounts with third parties into the Account. No fees are charged by the Platform for funding the Account; however, third parties, such as your bank, may charge transaction and other fees. The Digital Assets will be transferred to the Platform's address for omnibus user account. The Platform will then credit your Account with such amount of Digital Assets on the Platform's ledger.

7.4 You may withdraw all or some of the Digital Assets under your name recorded on the Platform's ledger. There is no minimum amount of Digital Assets required to maintain your status as a User. Digital assets will be transferred from the omnibus user account held by the Platform to the specific Digital Assets address provided by you. Withdrawals may take up to three (3) days to complete, provided that

larger withdrawals may take up to thirty (30) days to complete and that any withdrawal may be delayed as necessary to comply with Applicable Law and/or the Platform's User Identification Policy.

8. Trading

8.1 The Platform is a marketplace that allows you to place orders and facilitates the order matching and settlement of the purchase or sale of Digital Assets or its derivatives with other Users. The Platform simply matches purchase and sale orders put forth by Users and assists Users with carrying out their intent as expressed via the orders. Except as expressly specified otherwise in this Agreement, neither the Company nor the Platform is acting as a principle in or other participants in those transactions. Neither the Company nor the Platform is responsible for any disputes among or between Users regarding any transaction.

8.2 Matching Orders are automatically paired by the Platform through its proprietary software and models, and the Platform will notify the respective Users that the order has been executed. Once a match is made, the order is executed and cleared instantaneously. YOU SHOULD ONLY PLACE AN ORDER IF YOU FULLY INTEND TO COMPLETE THE TRANSACTION. You have the right to stop a preauthorized order by initiating procedures through your Account to effectuate closure of such open order.

8.3 Unless otherwise permitted by the Platform, you may only sell such amount of Digital Assets as does not exceed the total amount of Digital Assets held in your Account and recorded in the Platform ledger, plus the applicable Transaction Fee

(as defined below). Any attempt by you to sell more Digital Assets than the Platform records show exists in your Account after deduction of the applicable Transaction Fee will result in an unsuccessful trade and may be grounds for termination of the Account.

8.4 You acknowledge that you may not be possible in all circumstances to cancel or modify an order, even before the order is matched or executed. We accept no responsibility for ensuring that an order is modified or canceled and you understand and agree that, if the order cannot be canceled or modified, you are bound by any execution of the original order. You further acknowledge that attempts to modify or cancel and replace an order may result in over-execution or the execution of duplicate orders, and you shall be responsible for all such executions.

8.5 You shall be deemed to have given orders through the Platform when we acknowledge such orders through the Platform or by such other means as we may determine (whether or not you actually receive or become aware of such acknowledgment). You understand that the Platform provides the ability to show the real-time status of all of your open orders and pending instructions. You further understand that it is your responsibility to monitor your open orders and pending instructions in real-time until the Platform acknowledges the full execution, cancellation or rejection of the orders or instructions and that we assume no responsibility or liability if you fail to do so. In the event that you fail to immediately notify us of any error in the real-time acknowledgment of the status of any of your open orders or pending instructions, including the Platform's failure to promptly acknowledge the receipt of an order after you transmit such order, we reserve the

right to exercise in good faith discretion to require you to accept the trade or to remove the trade from your Account at your sole benefit or loss. We may, in some cases, and at our sole discretion, require secondary electronic, verbal, written or other confirmation before acting if your Account activity is outside of its normal range of activities.

8.6 Your orders shall be subject to trading limits that we may establish, revise and communicate to you from time to time.

8.7 Subject to Section 8.10, once an order has been executed, the transaction may not be reversible.

8.8 You acknowledge that, due to technical and other restrictions, the price of Digital Assets displayed on the Site may be delayed and therefore not reflect the current, live market value of such digital assets. Nonetheless, you agree that the prices displayed on the Site control the value of your Account and your use of the Platform and Site.

8.9 You acknowledge and agree that the Platform cannot and does not warrant or guarantee that any Order placed through the Platform will be executed at the best posted price.

8.10 Absent mutual consent of parties involved, we reserve the right to cancel or nullify trades in the event that:

- a. the trade resulted from an identifiable interruption or malfunction of execution, settlement or communication system;

- b. the trade that the Company, in its sole discretion, believes to be fraudulent, manipulative or disruptive to other Users or the Platform;
- c. the trade was executed by any Account that has been hacked by unauthorized users and we determine in good faith that cancellation of the trades shall be in the best interest of Users or the Platform; or
- d. the Company believes in its sole discretion that your Account or trading activities therein violates these Terms.

9. Third-Party Accounts

9.1 You may be offered the ability to register and establish a Third-Party Account with a Third-Party Services Provider. Such Third-Party Account shall be subject to terms and conditions and policies established by Third-Party Services Provider for such Third-Party Account (**“Third-Party Services Provider Terms”**).

9.2 You should read the Third-Party Services Provider Terms carefully before opening a

Third-Party Account with such Third-Party Services Provider. If you do not agree to the

Third-Party Services Provider Terms, you should not register and open the Third-Party Account with it. All trades and other transactions conducted through the Third-Party Account will be subject to the Third-Party Services Provider Terms. In addition, you understand and agree that:

- a. The Company will act solely as the platform administrator and service provider for the Third-Party Service Provider in terms of the Third-Party Accounts. As such, the Company may collect your Personal Information and

other information on behalf of the Third-Party Services Provider in the process of opening the Third-Party Account and providing the Platform for transactions conducted through the Third-Party Account. Such Personal Information will be processed by the Company in accordance with its [Privacy Policy](#) and will be shared with the Third-Party Services Provider, which will process such Personal Information in accordance with its own privacy policy.

- b. The Company is not offering such Third-Party Account to you and has no responsibility or liability for such Third-Party Account or any transactions conducted through the Third-Party Account, or for any acts or omissions of the Third-Party Services Provider with respect to the Third-Party Accounts, Third-Party Services Provider Terms, or their processing of your Personal Information. The Company shall not be responsible for the transactions conducted by you or your Authorized Individuals with respect to your Third-Party Account. All inquiries and questions regarding the trading activities or other services with respect to the Third-Party Accounts that you submit to us will be directed by the Company to Third-Party Services Provider.

10. Fees

10.1 There is no charge to download the App and register as a User, but we may charge for certain in-app purchases and other features as we may specify from time to time.

10.2 In exchange for access to the Platform and the Services, you agree to pay a fee on each settled transaction initiated by you (such fee, a **“Transaction Fee”**). The current Transaction Fee may be found on the Site after you log into your

Account. We reserve the right to change, modify or increase the Transaction Fee at any time and from time to time. Any such changes, modifications or increases will be effective upon posting such changes, modifications or increases on the Site. If you do not agree to the posted changes, modifications, or increases, you should stop using the Account as provided herein. Your continued use of the Account following the posting of the modified Transaction Fee as posted on the Site will constitute the acceptance of all such changes or revisions.

10.3 Transaction Fees are paid by the trading parties in any given transaction. The trading parties will each be charged a fee in USDT/USDC or other currencies from time to time approved by us. You are responsible for any fees imposed by third parties in connection with transferring Digital Assets into your Account on the Platform. The Platform charges a fee to transfer Digital Assets from your Account.

10.4 If you believe that you have been erroneously charged a Transaction Fee, you shall notify the Platform immediately of such error, along with any additional information concerning the transaction. If you do not raise any question or objection within thirty (30) days after such alleged erroneous Transaction Fee first appears on any Account statement, such fee will be deemed acceptable by you for all purposes.

10.5 You may be charged transaction and other fees in connection with your Third-Party Account. Any such fees are specified in the Third-Party Services Provider Terms. We have no responsibility or liability for any fees or other costs or charges you may incur in connection with such Third-Party Accounts.

11. User Access Obligations

11.1 The Company will issue a set of unique User Credentials to each User that is registered to use the Site and Platform. Such User Credentials only allow the User to access the Account. Each User shall promptly provide acknowledgment of receipt of such User Credentials to the Company.

11.2 Each User acknowledges that each set of User Credentials is non-transferable and shall only be used by the User to whom it is issued. Such User Credentials shall not be disclosed to or transfer to any third person without written permission of the Company. We will never ask you, for any reason, whether by email, regular mail or telephone, to disclose your User Credentials. Password inquiries will only be conducted online and only after you have signed onto the Platform. We will never send you embedded links in an email requesting that you sign onto the Platform by clicking such a link. If you receive an embedded link by email, claiming to be from us or the Platform, you shall not open or click on the link. The email is not from us and is likely fraudulent.

11.3 Each User shall:

- a. keep their User Credentials strictly confidential and not share them with any other person for any purpose including, but not limited to, initiating or executing any payment transaction involving the Account. Further, the User shall not disclose his/her User Credentials in a recognizable way to third parties on any device (for example, by writing down or recording the User Credentials without disguising them);
- b. take all reasonable efforts to secure all records relating to his/her User

Credentials, including, but not limited to, keeping such records in a secure or physical location accessible or known only to the User and keeping such records in

a place where the records are unlikely to be accessed by a third party;

- c. take all reasonable measures to follow security instructions provided by the Company and otherwise protect the security, prevent tampering or use by any other person of the User Credentials, Site or Platform, including those security measures prescribed in our [Privacy Policy](#);
- d. notify the Company immediately through any channel prescribed by the Company in the event:
 - i. of loss of your User Credentials;
 - ii. of your User Credentials having been disclosed to third parties or otherwise compromised;
 - iii. that you reasonably suspect any unauthorized use of your User Credentials;
- e. create strong passwords (for example, using a mixture of letters, numbers and special characters, and not using easily accessible personal information) and strong PINs (for example, by not using numbers that are consecutive or basing the PIN on the User's contract ID, birth date, telephone number, identification number, or any other easily accessible personal information).

11.4 Where the Platform is accessed by correct entry of User Credentials or through the App, the relevant User shall be deemed to have accessed the Platform. You shall be responsible and liable for all actions through such access by an Authorized Individual authorized to access the Platform on your behalf. The Company shall not be obliged in any manner to investigate or take any other step to verify the identity of any User or Authorized

Individual. The Company shall not be liable for any loss that you may incur as a result of someone else using your User Credentials or Account, either with or without your knowledge. Upon receipt of notification under Section 11.3(d), the Company shall disable the relevant User Credentials and block access to the Platform or the Site as soon as reasonably practicable.

11.5 Each User shall secure all of their devices or systems used to access the Platform (for example, the App), including, without limitation, installing and regularly updating browsers, security patches, antivirus, anti-malware and other relevant software in the devices or systems. Each User shall also comply with all instructions, procedures and directions relating to the Platform, the Site and User Credentials as notified the Company from time to time, including, but not limited to, the risk management and other measures notified at the Platform login page.

12. Prohibited Uses

12.1 You shall use the Site or Platform solely in compliance with these Terms, solely for your own Account or your internal business purposes. You shall not sell, lease or otherwise provide access to the Site or Platform to any third party, nor act as a service bureau or otherwise use the Site or Platform on behalf of any third party.

12.2 You shall not use the Site or Platform in any way, provide any information or content, or engage in any conduct in using the Site or Platform that:

- a. is unlawful, illegal or unauthorized;
- b. is defamatory of any other person;

- c. is obscene, sexually explicit or offensive;
- d. advertises or promotes any other product or business;
- e. is likely to harass, upset, embarrass, alarm or annoy any other person;
- f. is likely to disrupt the Platform in any way; or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- g. infringes any copyright, trademark, trade secret, or other proprietary right of any other person;
- h. restricts or inhibits any other person from using the Platform, including, without limitation, by means of “hacking” or defacing any portion of the Platform;
- i. disables, damages or alters the functioning or appearance of the Platform;
- j. “frames” or “mirrors” any part of the Platform without our prior written authorization;
- k. uses any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, “data mine”, “scrape”, “harvest” or in any way reproduce or circumvent the navigational structure or presentation of the Platform or its contents;
- l. harvests or collects information about other Users without their express consent;
- m. sends unsolicited or unauthorized advertisements, spam, or chain letter to other Users of the Platform;
- n. except as otherwise permitted by the Company in writing, open multiple accounts except as otherwise explicitly permitted by the Platform;
- o. conduct frequent, intensive trading with or without software or trading tools that are unauthorized by the Platform;

- p. transmits any content which contains software viruses, or other harmful computer code, files or programs; or
- q. advocates, promotes or assists any violence or any unlawful act.

12.3 You understand and agree that the information and services provided by the Platform are not provided to, and may not be used by, any individual or institution 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 do not offer services or products to Users in a few excluded jurisdictions including the United States, Singapore, Quebec (Canada), Ontario (Canada), North Korea, Cuba, Iran, Crimea, Uzbekistan, Sevastopol, Sudan or any other jurisdictions in which we may determine from time to time to terminate the services at our sole discretion (the **“Excluded Jurisdictions”**). You should inform us immediately if you become a resident in any of the Excluded Jurisdictions or are aware of any Clients 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 with compliance to the local jurisdiction, including termination of any Account immediately and liquidating any open positions.

12.4 We reserve the right, but do not have the obligation, at our sole discretion to edit, delete, remove or block any information that violates these Terms.

13. Security

13.1 We may use authentication or verification technologies, services or measures as we deem desirable or appropriate. Such measures may include multi-factor authentication or use of Biometric Information to access the App and the Platform. There can be no assurance that such authentication technologies, services or measures will be completely secure, adequate or successful to prevent unauthorized access to or use of the Platform or your Long bridge Account or Trading Account, or hacking or identity theft.

13.2 We may offer access to the App and the Platform using a mobile device by using

Biometric Authentication. The User acknowledges that by enabling Biometric Authentication for the Platform, unauthorized third parties can gain access to the Platform without entering User Credential and query banking information. The User acknowledges and accepts the risks and obligations associated with using the Platform in conjunction with Biometric Authentication, and, in particular, also the risk of third parties querying their Trading Account information. By choosing to use Biometric Authentication on the User's mobile device, the User consents to the collection and use of such Biometric Information in order to provide access to App and the Platform in accordance with these Terms and the Privacy Policy. The User further is relying on the functionality provided by the hardware and the operating system on the mobile device. We shall not be liable for any malfunction, error, inaccuracy or unauthorized access to a User's Biometric Information.

13.3 While we employ reasonable security measures to protect the security and confidentiality of the Platform and your Personal Information in accordance with

applicable law, we cannot guarantee the security of all transmissions or any network or system on which your Personal Information or account or transaction information is stored or processed. To the extent required by law, we will notify you of an unauthorized access, use or disclosure of your Personal Information of which we become aware. In the event you receive such notice, you are responsible for following the instructions set forth in the notice, including immediately changing your User Credentials and other steps to prevent unauthorized access to your account or Personal Information.

14. Authorized Individuals

14.1 Each User and Authorized Individual acknowledges that they have received and accepted these Terms. When applying for any Authorized Individual to receive access to the Platform and an Account on their behalf, the User acknowledges and represents that the Authorized Individual is duly authorized to:

- a. access and use the Platform on the User's behalf and, if applicable, to exercise the same powers conferred by the User upon the Authorized Individual in accordance with any underlying power of attorney to the same extent as is technically feasible and that services offered under the Platform are analogous to services that the User may utilize through other channels;
- b. accept any Changes to these Terms on the User's behalf; and
- c. apply or subscribe to any of the Platform services that require separate application or subscription.

14.2 Each User shall procure that each Authorized Individual acting on their behalf is informed of and agrees to and complies with these Terms and, as

applicable, the Third-Party Services Provider Terms. You shall be fully liable for all acts or omissions or non-compliance of your designated Authorized Individual in the access and use of the Platform and any transactions conducted through your Account.

14.3 Each User fully indemnifies the Company, and its affiliated subsidiaries and affiliates, officer, directors, employees, agents and representatives against any liabilities, costs, claims, losses, expenses (including but not limited to legal fees) and damages arising out of or relating to:

- a. a breach of these Terms by their Authorized Individual; and
- b. any claim or action by their Authorized Individual against the Company.

14.4 You represent, undertake and confirm that the you have procured the consent of your Authorized Individuals to the collection, use, transfer, disclosure and processing of the Personal Information of such Authorized Individuals in accordance with these Terms and the [Privacy Policy](#).

15. Provision of Material and Information

15.1 By choosing to use the Platform, each User acknowledges that:

- a. the Company is NOT under any obligation whatsoever to accede to the User's request to provide Material on any products and/or services; and
- b. any Material, where provided, was provided for the User only and is not to be further distributed without the written consent of the Company.

15.2 You acknowledge that neither the Company nor the Platform is your investment adviser or fiduciary. You further acknowledge that none of the Materials we provide or made available on the Platform constitutes our recommendation or solicitation that you enter into any particular transaction or that any particular transaction is suitable or appropriate for you.

15.3 You acknowledge that we have no duty or obligation to verify, correct, complete or update any Material displayed on the Platform. Materials, including without limitation, market data, price quotations, news and research, may be prepared by information providers that are independent of us. We do not warrant that the Material will be accurate, complete or refreshed in a timely manner. You should conduct further research and analysis or consult an investment advisor before making investment decisions. Any use of or reliance on materials by you is at your own risk. We are not obligated to inform you of technical difficulties experienced by us concerning access to the Platform.

15.4 Information regarding your Digital Assets balance and the status of the Account is available to you in electronic format for viewing anytime (subject to down times) at the Site. You may review online all transactions, including pending orders, positions, deposits and withdrawals, that have taken place in the previous one year or such other time as the Company may determine from time to time. You also have the right to receive a receipt, trade ticket or other evidence of a transaction. Nothing in the transaction history should be treated as a valuation. You acknowledge that errors may sometimes occur and such errors do not impact the actual means and results of a given

transaction. Any transaction listed in the statement or other communication with you shall be deemed and treated as authorized and correct, approved, and confirmed by you unless we receive a written notice from you to the contrary within three calendar days from the date the communication was sent or posted on the Site.

15.5 The content and information displayed through the Platform relating to products and services may not be eligible for sale or available to residents of certain nations or certain categories of investors due to regulatory restrictions.

16. Service and Other Notifications

16.1 The use of Service Notifications involves communications through unsecured communications networks. You shall provide us with complete and accurate email address(es) or phone number(s) to allow us to send Service Notifications to you. To ensure that you receive all of the communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes. Delivery of any communication to the email address on record is considered valid. If any email communication is returned as undeliverable, we retain the right to block your access to the Platform until you provide and confirm a new and valid email address. Where you have provided multiple email address(es) and phone number(s) to us, you shall specify your preferred contact details for receiving Service Notifications. Where your account is a joint account, you shall inform us whether Service Notifications should be sent to a specific account holder or to all of them.

16.2 You agree to accept notifications regarding the App, Platform, your Account and Terms through Service Notifications. You agree that such Service Notifications shall constitute effective notice in lieu of written, mailed or other forms of notice required by applicable law.

16.3 It is your sole responsibility to monitor the applicable email account or phone number without further reminders or repeat notifications from the Company. You shall immediately report any unauthorized use or access of the Platform.

16.4 You release the Company from any liability for losses or damages resulting from the use of the Service Notifications, to the extent permitted by law. The Company provides no warranty or accepts no liability that the information provided through Service Notifications is up-to-date, correct or complete.

17. Personal Information

17.1 As part of the Platform, Personal Information of the User may be collected, used, transferred, disclosed or otherwise processed by the Company in accordance with the [Privacy Policy](#). You should read the [Privacy Policy](#) carefully before registering for and using the Site and Platform. You consent to the collection, use and disclosure of your

Personal Information in accordance with these Terms and the [Privacy Policy](#), including without limitation, disclosure to the Third-Party Services Provider for purposes of providing services and conducting transactions in regards to the Account.

17.2 You agree to provide true, accurate, current and complete Personal Information. You further agree to maintain and promptly update the Personal Information to keep it true, accurate, current and complete at all times during the term of this Agreement.

17.3 You must promptly inform us of all changes, including, but not limited to, changes in the Personal Information in connection with the Platform. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we or any of our authorized agents have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate the Account and refuse any and all current or future use of the Platform and Site by you, as well as subject you to civil liability or refer you to the appropriate law enforcement authorities for criminal prosecution. We shall not be liable to make any compensation, monetary or otherwise, following such suspension, termination or inability for you to use the Platform or the Site.

17.4 You shall comply with any reasonable requests by us for information, documents and agreements related to any transaction or your use of the Site or Platform. You understand that we may report such information to such regulatory authorities as we deem necessary pursuant to the [Privacy Policy](#).

17.5 Please note that we may collect information using tracking technologies regarding your device, such as IP address, network provider, mobile carrier, mobile browser type, timestamp, time zone, information about the speed, bearing, orientation, and altitude of a device, or other device-identifying information. The User consents to such use of tracking technologies and acknowledges that the

information obtained, including Personal Information, may be matched to public or private information accessible to the Company or any Third-Party Services Provider. The User also consents to such information being shared with the Company's and Third-Party Services Provider's service providers for the purposes of providing and maintaining the tracking technologies and related services. We may also collect precise geolocation data from or about your device, which may be expressed by latitude-longitude coordinates obtained through GPS tools, WiFi data, cell tower triangulation or other techniques. Our use of such information is described in our [Privacy Policy](#).

18. Market Makers

18.1 We may engage one or more market makers, who may also be affiliated with us, to act as liquidity providers on the Platform. You understand and agree that such market makers may be entitled to terms or rates that are preferential to you due to the services they offer.

19. Insurance Fund; Auto-Deleverage (ADL)

19.1 The Company maintains an insurance fund to cover the excessive losses caused by liquidated positions that are closed at worse than bankruptcy prices. The insurance fund is collected from the residual margin of liquidated positions that are closed at better than bankruptcy prices. The current balance of the insurance fund will be displayed on the Platform's "Daily Insurance Fund Balance" page.

19.2 In extreme market conditions, however, if a position loss during a certain period of time has depleted the insurance fund, you agree that the Platform shall automatically deleverage the opposing position from the Users with the highest ADL ranking at the bankruptcy price of the liquidated order. In such circumstances, Users with the highest ADL ranking will get their winning positions partially or fully closed, depending on the size of the liquidated position, to cover for other Users' margin deficit. You may be able to find your ADL ranking on the Platform. The ADL ranking is assigned by the Platform based on your leverage and your positions' profit ratio. You can find more details regarding ADL [here](#).

20. Disclaimer and Risks of Use of Platform

20.1 The Platform and Site, including all content (including Third-Party Content), features and any related services are provided on an "As Is" and "As Available" basis at the User's sole risk and without any representations or warranties. We do not guarantee that all or any part of the Platform or the App will be available or accessible by the User at all times.

20.2 The use of the Platform, due to the download, installation or use of the Site and the associated reference points with third parties (for example, distribution platform providers, network providers, device manufacturers) involves risks, in particular:

- a. disclosure of your Personal Information or other information and the existence of your relationship with the Third-Party Services Provider to third parties;

- b. system outages, security-related restrictions and unauthorized removal of use restrictions on the end device, and other disturbances which may make use impossible; and
- c. misuse due to manipulation by malware or unauthorized use, including in the event the User's device used to access the Site or the Platform is lost or stolen. In addition, you have received, read and understood any [Risk Disclosure Statements](#) and are fully aware of the potential risks associated with the access to or use of the Platform and conduct of trading using the Account.

20.3 We are entitled to block or disable the use of the Site on end devices if the security features devised by the operating system or manufacturer of such device on which the Site is installed have been modified at any time (for example, a device that has been "jailbroken"). Accordingly, we do not guarantee the functioning and operation of the App on end devices which have been modified in this way or on older end devices that no longer meet the technical requirements for the use of the Site or access to the Platform.

20.4 ALL WARRANTIES, CONDITIONS OR TERMS (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) INCLUDING WITHOUT LIMITATION RELATING TO QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE, OR UNINTERRUPTED, ERROR-FREE ACCESS ARE EXPRESSLY EXCLUDED FOR THE SITE AND PLATFORM TO THE FULLEST EXTENT PERMITTED BY LAW.

20.5 No representation or warranty, express or implied, can be given as to the accuracy or completeness of the information provided in the Platform.

20.6 Each User acknowledges and accepts the risks that may arise from Internet transactions conducted via open systems accessible to anyone and acknowledges that despite the encryption of data, the connection from the User's personal computer or electronic mobile device to the Platform over the Internet may be observable. We may also use servers and other computer hardware situated in any jurisdiction worldwide for the provision of any portion of the Platform.

20.7 We exclude any and all liability for loss or damage caused by transmission errors, technical faults, breakdowns, business interruptions or illegal interventions into transmission networks, IT systems/computers of the User or of any third party (including systems in the public domain).

21. Release

21.1 To the maximum extent permitted by applicable law, you hereby discharge, acquit, and otherwise release us, our parent company, affiliates and subsidiaries and each of their respective officers, directors, shareholders, members, partners, attorneys, employees, independent contractors, telecommunication providers, and agents (collectively, the "Indemnified Parties"), from any and all allegations, counts, charges, debts, causes of action, claims and losses, relating in any way to the use of, or activities relating to the use of the Site, Platform, any Account and any services or Third-Party Content provided through the Site, Platform or any Account,

including, but not limited to, claims relating to the following: negligence, gross negligence, intentional interference with contract or advantageous business relationship, defamation, privacy, publicity, misrepresentation, false identities, fraudulent acts by others, invasion of privacy, release of Personal Information, failed transactions, purchases or functionality of the Platform, unavailability of the Site, the Platform, Third-Party Content or any Account, their functions and any other technical failure that may result in inaccessibility to the Site, the Platform, Third-Party Content or any Account, or any claim based on vicarious liability for torts committed by you encountered or transacted with through the Site, Platform, Third-Party Content and any Account, including, but not limited to, fraud, computer hacking, theft or misuse of Personal Information, assault, battery, stalking, rape, cheating, perjury, manslaughter, or murder. The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by us. This release is intended by the parties to be interpreted broadly in favor of us, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

22. Indemnification and Limitation of Liability

22.1 To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Indemnified Parties, from and against any and all claims (including third-party claims), actions, loss, liabilities, expenses, costs, or demands, including, without limitation, legal and accounting fees, directly or indirectly, resulting from or by reason of:

- a. your (or if you are under another person's authority, including, without limitation, Governmental Authorities, such other person's) use, misuse, or inability to use the Site, the Platform, any Account on the Platform, or any of the content, including Third-Party Content contained therein or any content or information that you provided to the Platform; or
- b. your breach of this these Terms or the Third-Party Services Provider Terms, including those documents that are expressly incorporated into these Terms or the Third-Party Services Provider Terms by reference and form a part of these Terms or the Third-Party Services Provider Terms.

22.2 We shall notify you by email, mail, or other appropriate means, of any such claim or suit, and reasonably cooperate (at your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or choose our own legal counsel, but are not obligated to do so.

22.3 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 OR MISUSE OF, OR INABILITY TO 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. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND/OR LIABILITIES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

22.4 IN NO EVENT SHALL OUR LIABILITY, REGARDLESS OF THE FORM OF ACTION

AND DAMAGES SUFFERED BY YOU, EXCEED THE HIGHEST AGGREGATE FEES PAID BY YOU TO US IN CONNECTION WITH THE PLATFORM, OR THE SITE, OR 10,000 U.S. DOLLARS, WHICHEVER IS GREATER.

22.5 We will not be liable for our failure to perform any obligations under these Terms due to events beyond our control, and the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond our control include, without limitation, acts of God, war, riot, arson, embargoes, civil commotion, strikes, labor disputes, equipment failures, bank failures, virtual currency market collapse or fluctuations, credit or debit card transaction processing failures, strikes, fire, flood, earthquake,

hurricanes, tropical storms or other natural disaster or casualty, shortages of labor or material, shortage of transportation, facilities, fuel, energy, government regulation or restriction, acts of civil or military authority or terrorism, fiber cuts, weather conditions, breaches or failures to perform by third parties, technical problems, including hardware and software crashes and other malfunctions, failure of the telecommunications or information services infrastructure, hacking, SPAM or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone service outages, power outage, Internet disruptions, viruses, and mechanical, power or communications failures.

23. Suspicion or Termination in Whole or in Part

23.1 Access to the Platform may be suspended or terminated in whole or in part at any time either by the User or by us in accordance with the Terms. In addition, we reserve the right at our sole discretion to suspend or terminate immediately and without notice any User's access to or use of the Site and the Platform if they violate any provision of these Terms or otherwise according to Section 23.2. Your access to the Platform will be automatically terminated upon termination of your Account. Sections 1, 2, 3, 6, 10–17, and 20–26 and any claims for breach of these Terms shall survive such termination.

23.2 We may, at any time and at our sole discretion, limit, suspend or terminate, or issue a warning to you regarding, the Platform or the Account, including

terminating the Account (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing Digital Assets), inter alia, if:

- a. we believe it is necessary or desirable to protect the security of the Account;
(b) if any transactions are made which we in our sole discretion deems to be
(a) made in breach of this Agreement or in breach of the security requirements of the Account; or
- b. suspicious, unauthorized or fraudulent, including without limitation in relation to money laundering, terrorism financing, fraud or other illegal activities;
- c. if we become aware or suspect that any Digital Assets or funds held in your Account may be associated with criminal proceeds or otherwise are not lawfully possessed by you;
- d. upon the insolvency, liquidation, winding up, bankruptcy, administration, receivership or dissolution of User, or where we reasonably consider that there is a threat of the same in relation to you;
- e. we are unable to verify or authenticate any information you provided;
- f. we believe, in our sole and absolute discretion, that your actions may cause legal liability for you, the Platform or other Users of the Platform;
- g. we decide to cease operations or to otherwise discontinue any services or options provided by the Platform, or parts thereof;
- h. there is a change in your circumstances (including a deterioration in or change to your financial position) which we consider, in our sole discretion, material to the continuation of the Account;
- i. we are directed as such by any Governmental Authority;
- j. we are otherwise required to do so by applicable law;
- k. there is a disruptive market event that triggers a trade halt; or

- I. we otherwise decide in our sole discretion that termination or suspension of the Account, the Platform or the Terms is necessary.

23.3 We have no obligation to inform you of the ground or basis for suspending, terminating or freezing your Account or any digital assets in your Account or other actions we take regarding the Site, the Account, or the Platform.

23.4 Neither the Company, the Platform nor any third party acting on their behalf shall be liable to you for any suspension, limitation or termination of your Account or your access to any part of the Platform in accordance with this Agreement.

23.5 You shall not attempt to regain access to the Platform if your access is terminated by us, whether using the same or different username, without our prior written consent.

23.6 If there is any ongoing transaction on the Account that is subject to the termination procedures, the Company shall have the right to notify your counterparty of the proposed termination.

23.7 The Company maintains full custody of the assets, funds and user data/information which may be turned over to Governmental Authorities in the event of your Account's suspension or termination arising from fraud investigations, investigations of violation of law or violation of these Terms. We will not be liable to you, your Authorized Individuals and/or any third

party for loss or damage suffered due to delay, transmission errors, technical faults or defects, breakdowns and illegal intrusion or intervention in the information provided and services offered, or any failures or delays in completing any orders or transactions using any Account. Similarly, we will not be liable for any loss or damage suffered due to delays, technical faults or interruptions in the availability of the Site, the Platform, or any Account (including maintenance work required by our systems).

24. Records Conclusive

24.1 The calculation and records in the Company's system in relation to the Platform and any Account, including, but not limited to, the transaction history and balance on any of your Accounts, will be final and conclusive and be binding on each User for all purposes. Each User agrees that such records are admissible in evidence and further undertakes to waive any rights to challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were produced by or were the output of a computer system or are set out in electronic form.

25. General

25.1 These Terms, including the [Privacy Policy](#) and other policies incorporated herein, constitute the entire and only agreement between you and the Company with respect to the subject matter of these Terms, and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Terms. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, then

that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms may not be changed, waived or modified except by the Company as provided herein. Neither these Terms nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sublicensable by you except with our prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. No waiver by any party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

26. Governing Law and Dispute Resolution

26.1 These Terms shall be governed by the laws of Singapore.

26.2 Any dispute arising out of or in connection with these Terms or the Platform, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The seat of the arbitration shall be Singapore. Any award is final and may be enforced in any court of competent jurisdiction. The parties shall duly and punctually perform their obligations hereunder pending issuance of the arbitral award.

27. Contacting Us

You may contact the Company regarding these Terms, the Site or the Platform via [this form](#).