Effective Date: 1 July 2026

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 Services Provider (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defined below) or other material provided on or through the Site or Platform may not be complete or current, or may be superseded by more current information.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:

24hr Volume	means the volume of transactions performed in the last twenty-four (24) hours.
24hr High	means the highest recorded Last Traded Price in the last twenty-four (24) hours.
24hr Low	means the lowest recorded Last Traded Price in the last twenty-four (24) hours.
Account	means an account opened and maintained on the App or the Site by a User registered with the Company to use the Site

and access the Platform.

Active Orders	means the Limit Orders in a User's '*Active*' tab on the Platform and any orders published in the Order Book, in each case that are pending execution.
Addendum	means any addendum to the terms and conditions accessible via the hyperlinks listed under the Clause titled 'Addendums' on the Platform.
ADL Ranking	means the ranking system used to indicate the risk profile of the positions on the Platform being selected for ADL. The ADL Ranking is determined based on the order in which positions are placed, ordered from highest to lowest, based on the positions' profit and effective leverage use. Each rank represents a twenty percent (20%) increment in the risk of such position being selected for ADL. The selected positions will automatically be settled with opposite positions held by other Users.
Advertisement	means an advertisement for the purchase or sale of Digital Assets on the Platform in respect of the P2P Service.
AML	means anti-money laundering.
API	means Application Programming Interface, which is a software intermediary that facilitates communication between two applications, including communications between the Company and trading bots.
API Client	means any software, application, website or system that accesses, calls, commands, queries, requests, utilises or otherwise interacts with the API to perform certain actions in relation to a User's Account, for and on behalf of the User, and includes any part or component of such software or system.
API Documentation	means the technical documentation, usage regulations and guidelines, call volume limits, and other documentation made available here, which may be amended from time to

time without prior notice.

API Key	means a unique identifier used to authenticate a User, developer, or calling program on the API.
API Limits	means the usage restrictions imposed by the Platform on requests sent to, or received from, the API, including, without limitation, limits on request rates, request frequency, number of connections, number of subscriptions, and order-related rate or weight limits, as further specified in the applicable API Documentation published by the Platform from time to time.
App	means the mobile application operated by the Company to access the Platform.
APR	means annual percentage rate, which is a yield rate published on the Platform applicable to the Saving Assets deposited in Fixed Savings or Flexible Savings.
Ask Price	means the amount at which a User is willing to sell a specified Quantity of Trading Products on the Platform.
Authorized Individual	means any person that is authorised to access and use the Site, the App and the Platform, each on behalf of a User.
Auto-Deleveraging (ADL)	means the mechanism used to cover any contractual losses sustained on the Platform in the event that the Insurance Fund is unable to fully cover such losses.
Auto Margin Replenishment (AMR)	means the mechanism that automatically transfers Margin from the Available Balance into an existing open position if the Mark Price of such open position approaches the Liquidation Price thereof.
Auto Reinvest	means the service on the Platform that may be selected by Users to facilitate the reinvestment of their Wealth Management Assets (together with the interest earned thereon).

Available Balance	means the amount of Margin available to a User to perform trading activities or asset withdrawals.
Average Entry Price (AEP)	means the average price at which a position is opened by a User in respect of a particular Trading Product, calculated based on the executed trades (typically on a quantity-weighted basis), and used for the purposes of calculating Unrealised P&L, realised P&L and related risk metrics.
Bankruptcy Price	means the price at which the aggregate Maintenance Margin held by a User falls to zero and the User has lost all of their Initial Margin.
Base Currency	means with respect to a Trading Product, the underlying Digital Asset into which all values in a trading pair are converted. For illustration purposes, in a BTC/USDT spot and BTC/USDT perpetual contracts, the Base Currency, i.e., the underlying Digital Asset, is BTC.
Bid Price	means the amount at which a User is willing to buy a specified Quantity of Trading Products on the Platform.
Biometric Authentication	means the identity authentication function that uses biometric credentials, including Biometric Information.
Biometric Information	means any biometric data, including fingerprint and facial recognition, as we may permit from time to time.
BTCUSD	means an Inverse Contract by which the Contract Value is denominated in US dollars and the Margin and P&L are calculated using Bitcoin.
BTCUSDT	means an Inverse Contract by which the Contract Value is denominated in Tether and the Margin and P&L are calculated using Bitcoin.
Buy Long	means opening a position in which a profit will be made if the value of the underlying Digital Asset increases.

Bybit Savings Service means the service that facilitates the deposit of Digital Assets for a specified flexible or fixed period, in return for a yield calculated at the APR published on the Platform.

CDD means customer due diligence.

CDD Documents means the documents and information required to be provided by a User for the purposes of CDD, which may include personal identification details (such as, a User's full name, home address, phone number, email address, date of birth, country of residence and nationality), government-issued identification, tax identification number, social security number, bank account information, biometric verification (including a liveness video or photograph), as well as information relating to the purpose of the transaction and the source of funds.

CFD means a contract for difference, which is a cash-settled derivative product under which the net difference of the Entry Price and the Exit Price of a Referenced Asset will be payable by the buyer or the seller (as applicable).

Close by Limit means the closing of a position by way of Close on Trigger at, or at a price more favourable than, the specified Exit Price when the market value of such Trading Product reaches such specified Exit Price.

Close by Market means the closing of a position by way of Close on Trigger at the best available market price.

Close on Trigger means an execution instruction with respect to Conditional Orders to automatically close a position when a specified trigger condition is met regardless of any Margin requirements.

Closed P&L means the net P&L of a position in a Trade after the deduction of any Fees to Open, Fees to Close and Funding.

Collateral means any assets provided by a User and accepted by the Platform for the purposes of calculating Margin and risk coverage in connection with leveraged trading or Margin Trading, which may include Digital Assets or such other asset types as permitted by the Platform from time to time.

Conditional Orders	means a type of order that will be automatically executed when certain conditions are met, such as when selected reference prices (the LTP, Mark Price or the Index Price) reach the Trigger Price.
Contract Value	means at any given time, the value of a position with respect to its order's execution price.
Cross Margin	means a Margin Mode in which a User's Available Balance is used to maintain all of such User's open positions.
CTF	means counter-terrorist financing.
Daily Realized P&L	means, with respect to a Trade on any given day, all P&L, Trading Fees and Funding paid or collected between 0000 UTC of such day and 0000 UTC of the immediately following calendar day.
Decaying Funding Basis Rate	means with respect to any given day, the ratio equal to: $Funding\ Rate \times \frac{Time\ to\ next\ Funding\ (in\ seconds)}{Funding\ Interval\ (in\ seconds)}$ Such ratio represents the Funding Rate adjusted by the remaining time to next Funding relative to the Funding Interval for the purposes of calculating the Mark Price.
Derivative Contract Terms	means the derivative contract terms as made available on the Platform from time to time.
Digital Assets	means any digital representation of value or unit of account, whether taking the form of a unit, token, coin or otherwise (including but not limited to, Bitcoin or Ether).
Digital Platforms	means the 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.
Dual-Price Mechanism	means the mechanism that employs the Mark Price and LTP to protect Users from market manipulation.
Early Redemption	means the redemption of Digital Assets prior to the Redemption Date.
Early Redemption Date	means the date on which Early Redemption occurs.
Enhanced Due Diligence (EDD)	means any additional verification, investigation, review or information-gathering measures conducted by us in our discretion, beyond standard customer due diligence procedures, for the purpose of assessing a User's identity, source of funds, source of wealth, trading activity, risk profile, compliance with applicable laws, or suspected market misconduct, and may include requests for documentation, explanations, transaction records, account information or any other relevant information.
Entry Price	means the average price at which a position is opened by a User in respect of a Trade, calculated based on the executed opening transactions of such position, and used for the purposes of calculating P&L and other risk metrics.
EOSUSD	means an Inverse Contract by which the Contract Value is denominated in US dollars and the Margin and P&L are calculated using EOS.
ETHUSD	means an Inverse Contract by which the Contract Value is denominated in US dollars and the Margin and P&L are calculated using Ethereum.
Exit Price	means the price at which a position, or part of a position, is closed through execution of a closing order, as determined by the actual execution price of such order.
Fee to Open	means the Trading Fees with respect to opening a position on the Platform.

Fee to Close	means the Trading Fees with respect to closing a position on the Platform.
Fiat	means any fiat currency.
FillOrKill (FOK)	means a Time in Force strategy pursuant to which an order must be executed at, or at a price more favourable than, the Order Price immediately upon submission, failing which the order will be cancelled in full. No partial execution shall be permitted.
Fixed Savings	means, with respect to the Bybit Savings Service, a fixed-term subscription pursuant to which a User may deposit Digital Assets for a pre-determined period.
Flexible Savings	means, with respect to the Bybit Savings Service, a flexible-term subscription pursuant to which a User may deposit Digital Assets without being subject to a fixed lock-up period.
Funding	means the periodic payments exchanged between long and short position holders in Perpetual Contracts, calculated based on the applicable Funding Rate and position value, for the purpose of anchoring the Contract Price to the relevant spot price or Index Price.
Funding Account	means an Account maintained on the Platform for deposits, withdrawals and crediting of proceeds of yields derived from trading and related services provided on the Platform.
Funding Interval	means with respect to the Funding Rate, the settlement cycle of one hour, two hours, four hours or eight hours (depending on the Trading Product). The settlement times on any given day for each Funding Interval are as follows: **8h**: 00:00, 08:00, 16:00 **4h**: 00:00, 04:00, 08:00, 12:00, 16:00, 20:00 **2h**: 00:00, 02:00, 04:00, 06:00, 08:00, 10:00, 12:00, 14:00, 16:00, 18:00, 20:00, 22:00

1h: On the hour, every hour.

Funding Rate	means with respect to any Funding Interval, the rate for calculating the Funding determined pursuant to the following formula: clamp[average Premium Index (P) + clamp(Interest Rate(I) - average Premium Index (P), 0.05%, -0.05%), Funding Rate upper limit, Funding Rate lower limit] If the Funding Rate is a positive number, the long position holder shall pay Funding to the short position holder. If the Funding Rate is a negative number, the short position holder shall pay Funding to the long position holder.
GoodTillCancelled (GTC)	means a Time In Force strategy pursuant to which an order will remain valid until it is fully executed or manually cancelled by the User.
Governmental Authority	means 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.
Hedging	means with respect to BTCUSDT, a strategy whereby Users hold both a long and a short position under the Cross Margin Margin Mode to reduce their risk of exposure.
ImmediateOrCancel (IOC)	means a Time In Force strategy pursuant to which orders will be attempted to be executed immediately at, or at a price more favourable than, the Order Price, failing which the orders will be automatically cancelled.
Impact Ask Price	means the average execution price for the Impact Margin Notional when executed at the Ask Price.

Impact Bid Price means the average execution price for the Impact Margin Notional when executed at the Bid Price.

Impact Margin Notional means an amount calculated according to the following formula, used to determine the average Impact Ask Price and average Impact Bid Price in the Order Book:

$$\frac{Margin\ Amount}{Initial\ Margin\ Rate\ at\ Maximum\ Leverage}$$

Index Price means the weighted average of spot prices from major spot exchanges.

The formula during normal market conditions is as follows:

Index Price = (Spot Price_Symbol A × Trade_WtO_Symbol A) + (Spot Price_Symbol B × Trade_WtO_Symbol B) + (Spot Price_Symbol C × Trade_WtO_Symbol C) + (Spot Price_Symbol D × Trade_WtO_Symbol D) + (Spot Price_Symbol E × Trade_WtO_Symbol E) + (Spot Price_Symbol F × Trade_WtO_Symbol F)

Trade_WtO_Symbol A = 24-Hour Trading Vol. Symbol (A)/[24-Hour Trading Vol. Symbol (A) + 24-Hour Trading Vol. Symbol (B) + 24-Hour Trading Vol. Symbol (C) + 24-Hour Trading Vol. Symbol (D) + 24-Hour Trading Vol. Symbol (E) + 24-Hour Trading Vol. Symbol (F)]

In certain extreme market conditions, Bybit may be unable to obtain a reasonable spot price from any exchange, including the Platform. To ensure the rationality of the Index Price under such circumstances, the Index Price will be calculated from the Last Traded Price of the Perpetual Contract.

The index price is determined using the target price taken every second over the past ten (10) seconds.

The calculation formula for the index price at time Tn is:

Index Price at Tn = α × Target Price at Tn + (1−α) × Index Price at Tn−1

Currently, α defaults to 0.1818, but it will be adjusted based on market conditions.

The index price calculation method for Pre-Market Perpetual Contracts varies based on the trading phase. During the Call Auction Phase, the Index Price is the Estimated Opening Price. During the Continuous Auction Phase, the Index Price is calculated using the same method as standard Perpetual Contracts under extreme circumstances, as detailed above.

Initial Margin means with respect to derivatives trading, the amount of Margin required to open a position for the purposes of Margin Trading. The amount is dependent on the product, margin mode and Position Size. For more details, please refer to https://www.bybit.com/en/help-center/article/Understanding-the-Adjustment-and-Impact-of-the-New-Margin-Calculation.

Insurance Fund means a pool of funds to cover contractual losses and reduce the possibility of ADL occurring on the Platform.

Interest Base Index means the percentage rate for borrowing the Base Currency, being currently fixed at a daily twenty-four (24) hour rate of 0.03%.

Interest Quote Index means the percentage rate borrowing the Quote Currency, being currently fixed at a daily twenty-four (24) hour rate of 0.06%.

Inverse Contract means a derivative contract in which the Contract Value is quoted in Fiat, and the applicable Margin and P&L are denominated in the Base Currency, as specified by the Platform.

Interest Rate means the Interest Base Index or the Interest Quote Index.

Isolated Margin means a Margin Mode in which the Margin with respect to each position is calculated independently.

KYC means know-your-customer.

Last Traded Price means the trading price of a Trading Product published on

(LTP)	the Platform at any given time.
Limit Order	means a type of order whereby the User specifies an Order Price at which the Trading Product will be sold or bought. The order will be executed at or at a price more favourable than, such specified Order Price when the market value of such Trading Product reaches the specified Order Price.
Liquidation	means the event in which a position's Margin is insufficient to meet the applicable Maintenance Margin requirements, resulting in the complete loss of the Collateral. Liquidation is triggered when the Mark Price is equal to or exceeds the Liquidation Price. All liquidation events are determined, triggered and executed solely by the Company in accordance with its platform rules, including applicable margin requirements and liquidation thresholds. The Company acts as principal and counterparty to the User in connection with all liquidation transactions. Upon occurrence of a Liquidation, the Company reserves the right to effect a forced sale of Collateral.
Liquidation Price	means the amount at which Liquidation shall occur. For derivative contracts, please refer to the relevant Derivative Terms for calculation formulae. For liquidity mining, the Liquidation Price may be calculated based on the formula listed at: https://www.bybit.com/en/help-center/article?id=000001598
Main Account	means the primary Account opened and maintained by a User on the Platform.
Maintenance Margin	means the minimum amount of Margin required to continue holding a position, which may be amended from time to time without prior notice.
Margin	means the assets held by a User denominated in the supported margin currency and approved by the Platform, used as collateral for opening positions or borrowing.
Margin Call	means an instruction by the Company to User, to increase

Collateral.

Margin Lending Facility	means the Margin made available to a User, subject to the terms and conditions under the Crypto Loans Service Agreement.
Margin Mode	means the options relating to Margin that can be selected by the Users, which includes Isolated Margin, Cross Margin and Portfolio Margin.
Margin Trading	means any transaction in which Digital Assets, Fiat or other commodities (such as PAXG) are purchased, whether in whole or in part, through a Margin Lending Facility extended to a User, for which its Digital Assets, Fiat or other commodities (as applicable) constitute the Collateral for such transaction.
Market Depth	means the ability of the Order Book to sustain relatively large market orders without impacting its execution price.
Market Order	means a type of order immediately executed at the most favourable market price available at any given time published in the Order Book.
Maker Order	means a type of order that adds liquidity to the Order Book before execution. The Users shall pay a Trading Fee as specified on the Platform on the Contract Value for each Maker Order.
Mark Price	means a global spot price plus its Decaying Funding Basis Rate.
Mark Price to Liq. Price (Distance)	means with respect to an order, the price gap between the estimated Liquidation Price and the Mark Price at any given time for the purpose of assessing the risk of Liquidation before execution.
Material	means any offering material, term sheet, market data, research report, product or service documentation or any other information provided through the Platform.

Maximum Leverage	means the highest leverage multiple permitted for a trading pair.
Merchant	means a User who has successfully applied for and obtained approval from the Company to post Advertisements on the Platform.
NAV	means net asset value.
Notional Value	means at any given time, the equivalent value to the real-time Contract Value calculated based on Mark Price published on the Platform.
Order Book	means the electronic list of all buy orders and sell orders for Perpetual Contracts organised and sorted by price level.
Order Cost	means the value of the Initial Margin of a position, including any Fee to Open and Fee to Close.
Order History	means the record of all the orders that have been successfully executed by a User on the Platform.
Open Interest	means the total number of positions in Perpetual Contracts being held on the Platform at any given time.
Order Margin	means the sum of all Margin with respect to all Active Orders.
Order Price	means the price that Users manually input when setting up Limit Orders.
Order#	means the order identification number that is uniquely assigned to each individual order successfully executed on the Platform.
P2P	means peer-to-peer.
P2P Hotswap	means the service that facilitates the conversion of Digital Assets acquired via the P2P Service into other types of Digital Assets through a third-party liquidity provider.

P2P Service	means the P2P trading services and related functionality, including P2P Trading and P2P Hotswap, as further detailed under the P2P Terms of User Services.
P2P Trading	means the service pursuant to which Digital Assets may be bought and/or sold directly with other Users through Advertisements published on the Platform.
Perpetual Contracts	means a derivative product without an expiry or maturity date and with a regular funding payment mechanism between the counterparties to such contract.
Personal Information	means information supplied by a User from which the identity of such User may be directly or indirectly ascertained.
Platform	means the online trading platform managed and operated by the Company.
Portfolio Margin	means a Margin Mode in which Margin is calculated based on the risk of the User's portfolio of Trades.
Position Margin	means with respect to a position, the sum of its Initial Margin and Fee to Close.
Position Size	means the total amount held in a specific position. For avoidance of doubt, Position Size does not refer to the number of positions held in the Account.
Post-Only	means an option with respect to Limit Orders that limits the execution of such orders as Maker Orders only.
Predicted Rate	means the predicted Funding Rate for the next scheduled Funding Interval, adjusted by minute according to the Interest Rate and the Premium Index.
Premium Index	means a variable applied to Perpetual Contracts to adjust the next Funding Rate to align the Contract Value with current trading levels.

Privacy Policy	means the terms and conditions governing the collection, use and disclosure of Personal Information of each User, as set out on the Platform. Each User must read and agree to the Privacy Policy in order to use the App or the Site.
P&L	means the profit and loss of a User's position relative to the Contract Value of such position.
P&L%	means a P&L expressed as a percentage.
Quantity	means the unit of measurement for the order size and position size on the Platform.
Quote Currency	means the benchmark unit used to measure the value of a trading currency.
Reduce-Only	means an option with respect to Limit Orders that limits such orders to be executed as position closing orders for the purpose of reducing a position size.
Redemption Date	means the last calendar day of a Term.
Referenced Asset	means the asset(s) referred to in a Trade, being Digital Assets, Fiat, or any other commodities.
Risk Limit	means a risk management measure to limit the risk exposure of Users.
ROI	means with respect to a position, a return of investment calculated from the P&L relative to the Margin in relation to such position, expressed as a percentage.
Saving Assets	means the Digital Assets deposited in the Bybit Savings Service.
Sell Short	means opening a position in which a profit will be made if the value of the underlying Digital Asset of such Trade decreases.
Service Data	means any data or information in any data set or content that

	is provided by using the API.
Service Notifications	means 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 a User has access through the Platform.
Settlements	means with respect to a Trade, the payment payable by the buyer or the seller (as applicable) to the other party upon termination of a Trade.
Site	means the website operated by the Company to access the Platform available at https://www.bybit.com.
Stop Loss (SL)	means an order executed to limit the losses incurred by a User on an open position, which can be executed via the Take Profit and Stop Loss (the **TPSL**) function.
Subaccount	means an Account opened and maintained under a Main Account on the Platform.
Target Price	means the estimated Exit Price to close a position calculated based on a pre-determined ROI percentage shown inside the calculator tool made available on the Platform.
Take Profit (TP)	means a take-profit order, which is executed to close a position at a profit, which can be executed via the TPSL function.
Taker Order	means a type of order that reduces liquidity from the Order Book upon execution. The Platform shall pay the Users a Trading Fee as specified on the Platform on the Contract Value for each Taker Order.
Term	means the duration of the Trade, commencing on the Trade Date and ending on the Redemption Date or Early Redemption Date (as applicable).

Third-Party Account	means a separate financial services account that a User establishes with a Third-Party Services Provider to conduct transactions.
Third-Party Services Provider	means any third party that offers a trading, fiat-crypto exchange or other financial services account that can be registered and accessed through the Platform.
Third-Party Services Provider Terms	means terms, conditions and policies established by a Third-Party Services Provider for a Third-Party Account.
Tiered Margin	means that Margin calculation method whereby the larger the position or order quantity, the higher the required Initial Margin and Maintenance Margin. This calculation method forms the Risk Limit mechanism on the Platform.The relevant formulae for Initial Margin and Maintenance Margin are as follows: New Initial Margin (IM) % = IM Base rate + (Number of incremental × IM incremental rate) New Maintenance Margin (MM) % = MM Base rate + (Number of incremental ×MM incremental rate)
Time In Force	means a set of order execution strategies allowing Users to vary the execution method of their orders to suit their trading needs.
Total Realized P&L	means the total realised amount of all position P&L less Trading Fees and any applicable Funding fees paid or collected with respect to all Trades.
Trade	means a transaction with respect to a Trading Product executed on the Platform by a User.
Trade Date	means the date on which a Trade is entered into.
Trading Fee	means the fees received or payable (as applicable) by the Users to execute orders on the Platform.
Trading Product	means a derivative product, derivative-linked product or a

	spot trade offered and traded on the Platform.
Trailing Stop	means an order function in which the profit or Stop Loss of an open position in a Trade will be fixed by maintaining a pre-set price gap between the price of a stop order and the Last Traded Price.
Transaction Fee	means the fees shown inside the withdrawal history and is equivalent to the Trading Fee paid to withdraw the relevant Digital Assets.
Transaction ID	means a transaction identification that is uniquely assigned to each individual Trade successfully executed on the Platform.
Trade History	means a record of the Trade details of all successfully executed orders, together with the Trading Fees and Funding fees that were paid or collected.
Trigger Price	means the optional pre-determined price criteria set by the User to trigger Conditional Orders or TPSL on the Platform.
UID	means a unique identification number of an Account.
Unauthorised Code	means any malicious or invalid code, virus, Trojan Horse, worm, logic bomb, software routine or hardware components designed to permit unauthorised access, to disable, erase, or otherwise harm software, hardware or data, or to perform any such actions.
Unified Trading Account	means an Account maintained on the Platform for spot, futures and options trading.
Unrealized P&L	means with respect to a Trade, the estimated P&L calculated based on the current LTP excluding any Trading Fees and Funding Fees.
User	means any person that has registered with the Company to use the Site or the App and access the Platform and any Authorised Individual acting on their behalf.

User Credentials	means the set of user identification, password, personal identification number, token and any other information or device provided to a User to access the Platform.
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.
Wealth Management	means a fund set up under the Wealth Management Service.
Wealth Management Assets	means the Digital Assets deposited in the Wealth Management Service.
Wealth Management Service	means the service whereby Users deposit Digital Assets in a Wealth Management, in return for interest at the APR published on the Platform.
XRPUSD	means an Inverse Contract by which the Contract Value is denominated in US dollars and the Margin and P&L are calculated using XRP.

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 subclause (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 eighteen (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 are 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 eighteen (18) years old or an institution by its duly authorized representatives, provided such individual and institution have read and understand the Risk Disclosure Statement , 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.

7.5 You are solely responsible for ensuring that all transaction details provided to the Platform, including but not limited to wallet addresses, account identifiers (such as User Credentials, email address or phone number), payment references, tags/memos and network selection, are complete, accurate and correct. Any transfer of Digital Assets or fiat initiated with incorrect, incomplete or misdirected details, whether to another User or to an external address, shall be at your own risk. The Company shall have no obligation to locate, trace or recover such funds and shall bear no liability for any loss or damage arising therefrom. Where Digital Assets remain within the custody of the Company, the Company may, at its sole discretion and without obligation, provide assistance in attempting recovery, subject to (a) the cooperation and consent of the unintended recipient where applicable; (b) the provision by you of all information, documentation and evidence reasonably requested by the Company; and (c) applicable administrative fees, minimum recovery thresholds and processing timelines. The Company makes no guarantee of successful recovery and any assistance provided shall be on a best-efforts basis only.

7.6 You may request for a deletion of your Account if the total balance across your main account and sub-accounts does not exceed five (5) USDT or such equivalent value and the following conditions do not apply:

(a) you hold an Affiliate, Bybit wallet (Web3 Cloud) or multiparty computation wallet (MPC) account;
(b) you currently hold or have applied for a Bybit card, unless you have fully cancelled the card, settled all transactions and there are no refunds pending;
(c) your Account is banned or suspended;
(d) you have any outstanding debt;
(e) you have open positions or active trading orders (including fiat deposits/withdrawals or financial product holdings);
(f) you have any pending cryptocurrency deposits or withdrawals;
(g) your balance on your TradFi account (if any) exceeds five (5) USDT or has open positions or pending orders);
(h) you maintain a bot trading sub-account;
(i) other users have registered via your referral;
(j) you have more than twenty (20) sub-accounts;
(k) you hold a custodial account;
(l) you hold a custodial trading account;
(m) your Account or any sub-account (whether created under the master account or sub-account) has copy trading-bot transactions;
(n) your account is bound to any credit facility or loan product extended under our Institutional Loans program (please see *"Introduction to Institutional Loans"* for more information on Institutional Loans); or
(o) you hold a sub-account that is bound to any private wealth management product.

7.7 Upon Account deletion, any remaining assets will be forfeited and irrecoverable. Account deletion is final and cannot be undone, and any subsequent deposits made to a deleted Account may result in permanent loss of funds. Users should export all trading, transaction, and customer-support data before submitting a deletion request, as no historical records will remain available for download once deletion is complete. In addition, any Account deleted for suspected exploitation of bonus or promotional offers will render any new Accounts registered by the same User blocked. New Accounts opened after Account deletion will not be ineligible for first-time rewards or other promotional benefits. You consent to the collection, retention, use and disclosure of your transaction records and Account history (including but not limited to, executed orders, deposits and withdrawals, Account balances, promotions and bonus history, etc.) as well as Personal Information for a period of seven (7) years as required by applicable law in accordance with these Terms and our Privacy 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 principal 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 it may not be possible in all circumstances for you 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 Clause 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 Asset. 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, in our sole and absolute discretion, to cancel, nullify, close, liquidate, unwind, recover, or otherwise adjust any trade, order, or open position in the event that:

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

(b) the trade or position is suspected to be, in the Company's sole discretion, fraudulent, abusive, manipulative, disruptive, or otherwise detrimental to the integrity of the Platform or the interests of other Users, including but not limited to activity indicative of market manipulation, wash trading, spoofing, or similar conduct;

(c) the trade was executed by any Account that has been compromised, accessed, or controlled, whether in full or in part, by unauthorized persons, and we determine in good faith that cancellation or liquidation of the trades shall be in the best interest of Users or the Platform;

(d) the Company believes, in its sole discretion, that your Account or trading activities, or any trade or position entered into by you violates these Terms, applicable law, regulatory requirements,or any risk parameters, limits, or policies implemented by the Company; or

(e) the trade, order, transaction, credit, debit, or Account balance (in whole or in part) arose from or was affected by an error, abnormal pricing, system or data issue, or other irregular circumstance, whether arising from technical, human, operational, or external causes, which, having regard to the nature of the transaction and prevailing market conditions, would reasonably be expected to be apparent as such, and where the Company determines, in its sole discretion, that adjustment or cancellation is appropriate.

8.11 Notwithstanding anything to the contrary in these Terms, you acknowledge and agree that the Company may, at any time and without prior notice, close, liquidate, cancel, or otherwise dispose of any open positions or pending orders in your Account where the Company determines, in its sole and absolute discretion, that such action is necessary or prudent to comply with, or to mitigate any risk arising from, any applicable law, regulation, rule, directive, investigation, inquiry, order, sanction, enforcement action, reporting obligation, or request (whether mandatory or advisory) of any Governmental Authority or self-regulatory organisation (collectively, "**Regulatory Requirements**"). The Company will use reasonable efforts to provide you with notice of any such action; however, you expressly acknowledge and agree that:

(a) the effectiveness and legality of any liquidation, cancellation, or closure shall not be contingent upon the delivery or receipt of any such notice;

(b) any notice, if provided, may be delivered after the liquidation has already occurred; and

(c) delays, failures, omissions, or errors in delivering notice shall not give rise to any right, claim, remedy, or cause of action against the Company.

8.12 Further to Clause 8.11 above, you further acknowledge and agree that:

(a) the Company shall have no liability whatsoever for any loss, damage, opportunity cost, or other consequence arising directly or indirectly from any liquidation effected pursuant to this Clause, including liquidations executed at prices that may be less favorable than market prices available before or after such liquidation;

(b) all determinations made by the Company under this Clause shall be conclusive, final, and binding, absent Manifest Error; and

(c) you irrevocably waive any right to dispute, challenge, reverse, unwind, or otherwise contest any liquidation or related action taken under this Clause, whether before the Company, in arbitration, or in any other forum.

8.13 For the purposes of these Terms, a "**Manifest Error**" means any error, mistake, omission, misquotation, misrepresentation, or abnormality in any price, rate, value, or related data displayed, applied, or recorded on the Platform, whether arising from human error, technical malfunction, system failure, third-party data source, or configuration input, including but not limited to:

(a) any incorrect, delayed, or abnormal price, rate, or value of any Digital Asset, fiat currency, or fiat-to-crypto exchange rate displayed or applied on the Platform;

(b) any fiat currency exchange rate sourced, derived, or calculated by the Platform which materially deviates from prevailing market or reference rates, including any failure to account for the existence of a parallel, unofficial, or alternative exchange rates applicable to the relevant currency; and

(c) any error in pricing feeds, external liquidity providers, APIs, or internal pricing configurations; and

any credit, debit, balance, gain, profit, or loss recorded in a User's Account arising from any of the foregoing, shall be treated as having arisen from a Manifest Error for the purpose of these Terms.

8.14 In determining whether a Manifest Error has occurred, the Company may take into account relevant circumstances, including prevailing market conditions, reference prices, the size and speed of transactions, the source and reliability of pricing data, and whether a reasonable and informed market participant would have identified the relevant price or rate as erroneous. The Company's determination shall be final and binding on the User, save in cases of fraud, or wilful misconduct by the Company. For the avoidance of doubt, the existence of a Manifest Error shall not depend on whether the User actually knew or ought reasonably to have known of such error. Each User acknowledges and agrees that: (i) the User shall not transact on a price or rate that the User knows, suspects, or reasonably ought to know is erroneous, abnormally advantageous, or materially inconsistent with prevailing market or reference rates; (ii) any gain, profit, or benefit received by a User as a result of a Manifest Error shall not be considered a legitimate gain and shall be subject to recovery by the Company under Clause 8.17; and (iii) a User's reliance on the prices displayed on the Platform pursuant to Clause 8.8 shall not constitute a defence to any clawback, recovery, or adjustment action taken by the Company under this Clause 8 or Clause 8.17 in respect of a Manifest Error.

8.15 Without prejudice to anything in this Agreement, upon the occurrence of a liquidation event, the Company may assume, take over, close, reduce, transfer or otherwise deal with the relevant positions and/or assets within a User's Account. From the point of such liquidation, the Company shall bear the resulting market and position risk and shall be solely responsible for the management and disposal of the liquidated positions, including any hedging, transfer, assumption or other risk-management arrangements entered into by the Company with any Clearing House or other third party in accordance with Clause 8.19.

8.16 The Company shall not be required to establish the existence, scope, contents, applicability, or validity of any Regulatory Requirement as a precondition to exercising its rights under this Clause. The Company's good-faith belief that such Regulatory Requirements apply or may apply shall be sufficient basis for action.

8.17 Where the Company determines, in its sole and absolute discretion, that a User has received, retained, or benefited from any Digital Assets, funds, profits, gains, credits, or value as a result of circumstances described in Clause 8.10 (including any error, abnormal pricing, or irregularity), the Company may:

(a) reverse, unwind, cancel, amend, or otherwise adjust the relevant trade or transaction, with retrospective effect where appropriate;

(b) recover or claw back the value of any such benefit; and

(c) effect such recovery by deducting or debiting the equivalent value (together with any applicable gas fees or transaction charges) from any Digital Assets, fiat balances, accounts, sub-accounts, or wallets held by the User on the Platform, whether or not such assets are the same as those originally received.

The Company may take any of the above actions regardless of whether the User has withdrawn, transferred, converted, or otherwise disposed of the originally credited assets, and may exercise its rights under this Clause 8.17 together with any suspension, restriction, or limitation powers available under Clause 23. The User irrevocably authorises the Company to take the actions described in this Clause 8.17 and agrees that no prior notice or consent is required.

8.18 Without limiting the foregoing, the User expressly and irrevocably:

(a) grants the Company a right of set-off and a right to debit any Account, sub-account, affiliated accounts, fiat balance, Digital Asset balance, or wallet held by the User on the Platform against any amount owed to the Company arising from any circumstances described in Clause 8.10 or a Manifest Error defined in Clause 8.13, whether or not such amount has been formally quantified or demanded at the time of deduction;

(b) acknowledges that the Company may temporarily suspend, restrict, or freeze the User's Account, or any part thereof, pending investigation of a potential Manifest Error or recovery of any benefit arising therefrom, and that no liability shall attach to the Company for losses, costs, or opportunity costs arising from such suspension or restriction;

(c) agrees that the Company may notify the User of any amount owed under this Clause and require repayment by depositing equivalent funds into the User's Account within the period specified by the Company in such notice; if the User fails to do so, the Company may deduct the outstanding amount directly from any balance held by the User on the Platform without further notice or consent; and

(d) waives any right to dispute, resist, or seek reversal of any deduction, debit, or set-off made by the Company pursuant to this Clause 8.18, whether on the basis that the User acted in good faith in executing the relevant transactions, that the User was unaware of the error or the Manifest Error, that the prices displayed on the Platform under Clause 8.8 were relied upon, or on any other basis.

8.19 Where a User's Position is subject to liquidation in accordance with these Terms or the applicable Product terms, Bybit may, acting reasonably and in its sole discretion as part of its risk management and market integrity measures, arrange for such Position (or any portion thereof) to be hedged, executed, assumed, closed out, or otherwise risk-managed in the market through a designated third-party clearing or risk management counterparty (the "**Clearing House**"). Any such arrangement shall be solely between the Company and the Clearing House; for the avoidance of doubt, the User's counterparty in relation to any Liquidation shall at all times be the Company, and neither the Clearing House, nor any other third party shall have, or be deemed to have, any contractual relationship with the User in respect of such Liquidation. The User acknowledges and agrees that:

(a) the Clearing House may temporarily or permanently assume the liquidated position for the purpose of orderly risk management, liquidity provision, or market stabilisation;

(b) such transfer, or assumption may occur without prior notice and may be effected at prices, timing, or quantities determined in accordance with the Company's liquidation and risk management procedures;

(c) the involvement of a Clearing House is intended to mitigate adverse market impact and does not constitute a guarantee of execution price, avoidance of loss, or limitation of the User's liability arising from liquidation; and

(d) the Clearing House acts in its own capacity and not as agent, fiduciary, or representative of the User, and the Company does not assume any responsibility for the Clearing House's acts or omissions except as required by applicable law.

For the avoidance of doubt, the liquidation of a User's position shall not result in the User becoming a counterparty of the Clearing House, or any other third party, and the User irrevocably waives any right to object to or challenge such process.

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 Services 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 cost or charges you may incur in connection with such Third-Party Account.

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 You understand and agree that the information and services provided by the Platform are not provided to, and may not be used by or for the benefit of, any individual or entity in any jurisdiction where the provision or use thereof would be contrary to any applicable law, or where we are not authorized to provide such Platform or information and services. We also do not offer services or products to Users in a few excluded jurisdictions including the Australia, United States, the Chinese Mainland, Hong Kong, Singapore, Canada, France, North Korea, Cuba, Iran, Uzbekistan, Russian-controlled regions of Ukraine (currently including the Crimea, Donetsk, and Luhansk regions), Sevastopol, Sudan, Syria, 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 Users based in any of the Excluded Jurisdictions. You understand and acknowledge that if it is determined that you have given false representations of your location or place of residence, the Company reserves the right to take any appropriate actions in compliance with this restriction or in compliance with the law of a relevant jurisdiction, including termination of any Account immediately and liquidating any open positions. We also do not offer services to persons or entities in the U.S. Treasury Department's List of Specially Designated Nationals or Blocked Persons, the EU's Consolidated Financial Sanctions List or the UK Sanctions List, or any entity that is owned or controlled (50 percent or greater) by a person or entity on such lists (hereinafter "**Prohibited Parties**"), or offer services that involve or otherwise benefit Prohibited Parties. You understand that the Company reserves the right to take any appropriate actions in compliance with this restriction or in compliance with the law of a relevant jurisdiction, including termination of any Account immediately and liquidating any open positions.

11.4 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; and

(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).

11.5 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 Clause 11.4(d), the Company shall disable the relevant User Credentials and block access to the Platform or the Site as soon as reasonably practicable.

11.6 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;
(q) advocates, promotes or assists any violence or any unlawful act; or
(r) engages in any activity which, in the Company’s sole opinion, is conduct designed to control or artificially affect the price of any Digital Asset (market manipulation) including, without limitation, pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering) regardless of whether prohibited by Applicable Law.

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 or for the benefit of, any individual or entity in any jurisdiction where the provision or use thereof would be contrary to any applicable law, or where we are not authorized to provide such Platform or information and services. We also do not offer services or products to Users in a few excluded jurisdictions including the Australia, United States, the Chinese Mainland, Hong Kong, Singapore, Canada, France, North Korea, Cuba, Iran, Uzbekistan, Russian-controlled regions of Ukraine (currently including the Crimea, Donetsk, and Luhansk regions), Sevastopol, Sudan, Syria, 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 Users based in any of the Excluded Jurisdictions. You understand and acknowledge that if it is determined that you have given false representations of your location or place of residence, the Company reserves the right to take any appropriate actions in compliance with this restriction or in compliance with the law of a relevant jurisdiction, including termination of any Account immediately and liquidating any open positions. We also do not offer services to persons or entities in the U.S. Treasury Department’s List of Specially Designated Nationals or Blocked Persons, the EU’s Consolidated Financial Sanctions List or the UK Sanctions List, or any entity that is owned or controlled (50 percent or greater) by a person or entity on such lists (hereinafter “**Prohibited Parties**”), or offer services that involve or otherwise benefit Prohibited Parties. You understand that the Company reserves the right to take any appropriate actions in compliance with this restriction or in compliance with the law of a relevant jurisdiction, including termination of any Account immediately and liquidating any open positions.

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 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 Credentials 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 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 (i) 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; (ii) accept any Changes to these Terms on the User's behalf; and (iii) 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 (i) a breach of these Terms by their Authorized Individual; and (ii) any claim or action by their Authorized Individual against the Company.

14.4 You represent, undertake and confirm that 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 (3) days from the date the communication was sent or posted on the Site. Notwithstanding the foregoing, you acknowledge that transaction histories, balances and credited amounts may be corrected or adjusted by the Company in accordance with these Terms where errors, discrepancies, or irregularities are subsequently identified.

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 (1) or more market makers (each, a "**Market Maker**"), 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 those available to you, due to the nature of the liquidity services they provide.

18.2 Any token issuer whose Digital Assets are listed or proposed to be listed on the Platform must promptly disclose to the Company, prior to listing and on an ongoing basis: (i) the identity and legal entity of any Market Maker engaged in connection with such Digital Assets; (ii) the material terms of the market-making arrangement, including the scope of services, fee structure, and duration; and (iii) any material amendment to such arrangement, within five (5) business days of such amendment taking effect. Failure to comply with this clause may result in suspension or removal of the relevant Digital Asset from the Platform.

18.3 The following arrangements between token issuers and Market Makers are strictly prohibited on the Platform:

(a) profit-sharing or revenue-sharing arrangements whereby the Market Maker's compensation is linked, directly or indirectly, to trading profits generated on the Platform or elsewhere;

(b) capital preservation commitments or guaranteed return arrangements, whereby the token issuer guarantees to the Market Maker the return of loaned tokens or funds, or indemnifies the Market Maker against trading losses; and

(c) token lending arrangements that do not clearly specify, in writing, the permitted use of the loaned tokens, the maximum quantity lent, and the duration of the lending arrangement.

Any arrangement that the Company determines, in its reasonable discretion, to fall within the above categories shall be deemed a violation of these Terms regardless of how it is labelled or structured by the parties.

18.4 Market Makers operating on the Platform are prohibited from engaging in the following conduct:

(a) maintaining a persistent pattern of sell-side orders without corresponding buy-side activity in a manner inconsistent with legitimate liquidity provision;

(b) coordinated deposit and sale activity across multiple exchanges that is designed to, or has the effect of, artificially depressing the price of a Digital Asset;

(c) executing trades with no change in beneficial ownership (wash trading), or engaging in spoofing, layering, quote stuffing, or any other form of artificial volume inflation; and

(d) using non-public information regarding token release schedules, vesting events, or issuer activity to take positions adverse to the interests of Platform users.

The conduct described in this Clause 18.4 shall constitute market manipulation for the purposes of these Terms and shall be grounds for immediate enforcement action under Clause 18.5.

18.5 The Company reserves the right to take swift and decisive enforcement action against any Market Maker or token issuer that violates Clause 18, including without limitation:

(a) immediate suspension of the Market Maker's access to the Platform;

(b) permanent blacklisting of the Market Maker from participating on the Platform in any capacity, whether directly or through affiliated entities;

(c) suspension or delisting of the Digital Assets of the token issuer associated with the violation; and

(d) disclosure of the violation and enforcement action taken, to the extent permitted by applicable law, including publication on the Platform.

18.6 The Company's determination that a violation has occurred shall be made in good faith and shall be final, subject only to manifest error. A blacklisted Market Maker may apply to the Company in writing for review of such determination within thirty (30) days of notification, and the Company shall respond within thirty (30) days of receipt of such application.

18.7 For the avoidance of doubt, nothing in this Clause 18 limits the Company's rights under Clauses 12 (Prohibited Uses), 23 (Suspension or Termination), or 24 (Records Conclusive), all of which apply with full force to Market Makers and token issuers.

19 Insurance Fund; Auto-Deleverage (ADL)

19.1 The Company maintains an insurance fund (“**Insurance Fund**”) for the purpose of managing and mitigating losses associated with 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. Nothing in these Terms prevents the Company from executing auto-deleveraging (“**ADL**”) below before the Insurance Fund is exhausted. You should not use the Insurance Fund as a form of risk management. The current balance of the insurance fund will be displayed on the Platform’s “Daily Insurance Fund Balance” page. The display of such balance is for informational purposes only and shall not create any representation, obligation, or commitment by the Company regarding the use or adequacy of the Insurance Fund to offset or mitigate ADL.

19.2 The Company may utilise the Insurance Fund and/or other internal risk management mechanisms to absorb losses arising from liquidation events. Such mechanisms are implemented at the Company’s sole discretion as part of its risk management framework and do not alter the fact that the Company bears the risk of liquidated positions.

19.3 The Company shall have full discretion to determine the maintenance, operation, composition, allocation, and use of the Insurance Fund, including but not limited to applying it for loss coverage, risk management, liquidity support, system adjustments, or any other purpose deemed necessary or appropriate by the Company in the operation of the Platform.

19.4 In extreme market conditions, if the Insurance Fund becomes insufficient to cover the relevant position losses, you agree that the Platform may automatically deleverage the opposing position of Users with the highest ADL ranking at the bankruptcy price of the liquidated order. Notwithstanding the presence of the Insurance Fund, Users with the highest ADL ranking may have their profitable positions partially or fully closed, depending on the size of the liquidated position, to offset the margin deficit of other Users. Your ADL ranking is determined by the Platform based on factors such as your leverage and your positions’ profit ratio and may be viewed on the Platform. The Platform reserves full discretion to modify the ADL mechanism, its methodology, and the applicable parameters at any time, without prior notice. You can find more details regarding ADL here.

19.5 In addition to the Insurance Fund and ADL mechanisms, the Company may utilise third-party clearing or risk management counterparties in connection with liquidated positions, as described in Clause 8.19.

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 Statement 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 (i) 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 (ii) 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 Suspension 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, in our sole discretion to suspend, restrict, terminate, or otherwise limit any User's access to or use of the Site or the Platform, and to cancel, close or liquidate any open orders or positions immediately and without notice, if they violate any provision of these Terms or otherwise according to Clause 23.2. Your access to the Platform will be automatically terminated upon termination of your Account. Clauses 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, restrict, freeze or terminate the Account (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing Digital Assets), and may cancel, close, or liquidate any open positions or pending orders, or issue a warning to you, 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:
  (i) made in breach of this Agreement or in breach of the security requirements of the Account; or
  (ii) 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;
(l) we otherwise determine in our sole discretion that liquidation of open positions or pending orders or termination, limitation or suspension of the Account, the Platform or the Terms is necessary; or

(m) we believe, in our sole discretion, that you have received or may retain Digital Assets, funds, or value that you are not entitled to retain, including where such value arose from pricing discrepancies, errors, or other irregular circumstances.

23.3 The Company is under no obligation to disclose the ground, basis, evidence or reasoning for any liquidation, suspension, termination or freeze of 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 liquidation, suspension, restriction, 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 Artificial Intelligence Features

25.1 The Company may make available on the Platform features, tools, or outputs generated or assisted by third-party artificial intelligence systems (collectively, "**AI Features**"). Access to certain AI Features may require the User to hold a sufficient balance of artificial intelligence usage credits ("**AI Credits**") in their Account, which the Company may make available to Users by repackaging and reselling credits sourced from third-party artificial intelligence providers (each, an "**AI Provider**").

25.2 Each User acknowledges and agrees that:

(a) AI Features and any outputs generated through their use are provided for informational purposes only and do not constitute investment, financial, legal, or any other form of professional advice;

(b) AI-generated outputs are probabilistic and subject to error, inaccuracy, bias, or limitation. The Company makes no warranty as to the accuracy, completeness, reliability, or suitability of any AI-generated output, and any reliance thereon is at the User's sole risk; and

(c) the Company does not operate, train, or control the underlying AI systems through which AI Features are delivered. Any input submitted by the User through an AI Feature interface may be transmitted to and processed by the relevant AI Provider, and is subject to that AI Provider's own terms of service and privacy policy. The User should not submit sensitive Personal Information, account credentials, or confidential information through any AI Feature interface.

25.3 AI Credits:

(a) have no monetary value and are not redeemable for cash, Digital Assets, or any other form of value;

(b) are non-transferable and may not be assigned, sold, or otherwise disposed of to any third party;

(c) may be subject to an expiry date or validity period as specified on the Platform at the time of acquisition, after which unused AI Credits will lapse without compensation; and

(d) are non-refundable once purchased or allocated to a User's Account, except to the extent required by applicable law.

25.4 The Company does not guarantee the continued availability of any AI Feature. Where an AI Provider modifies its pricing, terms, or service in a manner that affects AI Credits or AI Features on the Platform, the Company shall not be liable for any resulting loss of value, reduction in output, or change in functionality, and shall use commercially reasonable efforts to provide Users with reasonable advance notice of any material change to AI Credit terms.

25.5 Without limiting Clause 20, ALL AI FEATURES AND AI CREDITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY EXCLUDES ALL WARRANTIES WITH RESPECT TO ANY AI FEATURE OR AI-GENERATED OUTPUT. THE COMPANY'S LIABILITY IN RESPECT OF ANY AI FEATURE OR AI CREDIT SHALL BE SUBJECT TO CLAUSE 22.

26 General

26.1 These Terms, including the Privacy Policy and other policies or Addendum 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 Clause title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any Clause or provision hereof.

27 Governing Law and Dispute Resolution

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

27.2 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.

28 Contacting Us

28.1 You may contact the Company regarding these Terms, the Site or the Platform via this form or email us at support@bybit.com.

Addendums

Addendums to these Terms are set out in the links below:

Addendum to Terms of Service - French Users
Addendum to Terms of Service - New Zealand Users
Addendum for Account Termination