Bybit Virtual Asset Platform Operator – L.L.C. – S.P.C

General Terms & Conditions

Last Updated: 23 January 2026

Contents

PLEASE READ THESE TERMS CAREFULLY. BY VISITING, ACCESSING OR MAKING USE OF BYBIT'S WEBSITE OR SERVICES, YOU ARE CONSENTING AND AGREEING TO BE BOUND BY THESE TERMS.

SECTION A - Introduction

1 About Bybit

1.1 Bybit Virtual Asset Platform Operator – L.L.C – S.P.C (**Bybit**, **we**, **us** or **our**) is a Virtual Asset Service Provider regulated by the CMA to provide Virtual Asset Platform Operator services under CMA license number 20200000337. Bybit is incorporated under the laws of the Emirate of Abu Dhabi, United Arab Emirates. Bybit's registered address is West 13-1, 0 Building, Real Estate Group, Al Manhal, Abu Dhabi.

1.2 These Terms constitute a legal agreement and create a binding contract between you and Bybit. If you do not agree to these Terms, do not access or use the Services, Site or Platform.

1.3 Bybit shall send you a copy of these Terms once you have been onboarded as a client.

1.4 Unless otherwise defined, capitalized terms shall have the meaning ascribed to them in Appendix 1 of these Terms.

1.5 The date on which these Terms come into effect shall be the UAE date on which you have electronically accepted the Terms.

1.6 Any translation of the Terms or other documents is provided for your convenience only and may not accurately represent the information in the original version. In case of discrepancies or conflict between any versions, the English version of these Terms shall prevail.

2 Bybit's Services

2.1 Once executed, these Terms create a binding legal agreement between the User (or "**you**" or "**your**" depending on the context) and Bybit.

2.2 Under these Terms, Bybit may provide Users with the following Services:

(a) <u>Spot trading</u>: permitting Users to buy and sell Virtual Assets by entering into a spot Trade on a supported pair of Virtual Assets;

(b) Derivatives trading<u>:</u> permitting Users to buy and sell Derivative Contracts on the Platform;

(c) <u>Order matching</u>: permitting Users to automatically, and according to pre-established rules, match a User's Trades with open Orders from other Users in respect of Virtual Assets; and

(d) <u>Arranging, settling clearing and otherwise making payments or transfers in respect of transactions conducted under clause 2.2 (a) to (c).</u>

2.3 A list of Virtual Assets in respect of which Services are offered is available on Bybit's website and may be amended from time to time.

2.4 A List of Derivative Contracts and relevant contract specifications are available on Bybit's website and may be amended from time to time. The contract specifications for each Derivative Contract shall apply in addition to these Terms for each relevant Derivative Contract that you enter into.

2.5 Except as expressly specified otherwise in these Terms, neither Bybit nor the Platform is acting in the capacity of principal in respect of any Trade or transaction conducted by a User on the Platform.

Neither Bybit nor the Platform is responsible for any disputes among or between Users regarding any transaction.

2.6 Bybit may also provide Users with additional services or products which shall be subject to separate terms and conditions.

3 Eligibility and Access

3.1 You must be at least eighteen (18) years of age to access and use the Services provided on the Platform.

3.2 By accessing or using the Services, you represent, warrant and affirm that:

(a) you are at least eighteen (18) years old;

(b) 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.

(c) you have not previously been suspended or removed from accessing the Services;

(d) you are not on any trade or economic sanctions lists or the UAE local sanctions list, which includes but is not limited to: Terrorism and terrorist financing - Islamic State in Iraq and the Levant (Da'esh), Al-Qaida, The Taliban, and associated individuals, groups, undertakings, and entities, any individual or entity designated by the United Arab Emirates (Local Terrorism List); and The financing of proliferation of weapons of mass destruction (WMDs) - Democratic People's Republic of Korea: nuclear-related, other weapons of mass destruction-related, and ballistic missile-related programs; Islamic Republic of Iran: nuclear program; and other sanction lists such as the United Nations Security Council Sanctions List, nor restricted or prohibited from engaging in any type of trading by a UAE government authority, UAE Central Bank, and the Emirates Securities and Commodities Agency.

3.3 We have the sole discretion to accept or reject your registration with the Platform for any reason whatsoever. Only Users whose registration are approved by us will be our customers.

3.4 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 institution in any jurisdiction where the provision of Bybit's services would be contrary to any Applicable Laws and Regulations, 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 United States, the Chinese Mainland, Hong Kong, Singapore, Canada, France, the United Kingdom, Dubai, 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**).

3.5 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, Bybit reserves the right to take any appropriate actions within compliance with this restriction or in compliance with the law relevant to the local jurisdiction, including termination of any Account immediately and liquidating any open positions.

3.6 We also do not offer Services to persons or entities on 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 other lists that we may add from time to time in our sole discretion, 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 Bybit 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.

3.7 Unless you have been otherwise informed by Bybit in writing, you shall be classified as a Retail User.

3.8 Bybit may, in its sole discretion, restrict a User’s access to certain products or trading pairs subject to the jurisdiction in which that User is resident and applicable regulatory restrictions.

3.9 Bybit shall limit access to AED denominated products and AED denominated trading pairs to Users that are resident in the UAE only.

4 Platform Availability

4.1 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 API will be available or accessible by the User at all times.

5 No Advice

5.1 Bybit provides an execution-only service. It does not provide or purport to provide any advice whatsoever on the merits of any particular Trade. It does not carry out any suitability checks whatsoever on Users.

5.2 At no time should any material made available on the Site or Platform be construed to constitute a recommendation, endorsement, offer, invitation or solicitation to enter into any Trade in respect of product or Virtual Asset.

5.3 Any third party content on the Site or Platform should not be construed as the provision to you of personalized advice concerning the nature, potential, value or suitability of any Virtual Assets or products on the Site or Platform. Any third-party content provided on or through the Site or Platform may not be complete or current or may be superseded by more current information.

5.4 You accept that you rely on any information made available on the Site or Platform entirely at your own risk.

5.5 Bybit, the Site or Platform do not and will not provide tax, legal, insurance or investment advice to you. No material made available on or through the Site or Platform should be construed as providing tax, legal, insurance or investment advice to you. You are responsible for determining whether any Virtual Asset or product available on the Site or Platform is suitable to you based on your own financial situation. You should consult an attorney or tax professional regarding your specific legal or tax situation.

6 Prohibited Uses

6.1 You shall use the Site or Platform solely in compliance with these Terms, solely for your own Account or your internal business purposes.

6.2 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.

6.3 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 Bybit in writing, open multiple accounts except as otherwise explicitly permitted by the Platform;

(o) conduct frequent, intensive trading with or without software or trading tools that are unauthorized by the Platform;

(p) transmits any content which contains software viruses, or other harmful computer code, files or programs; or

(q) advocates, promotes or assists any violence or any unlawful act.

6.4 You understand and agree that the information and services provided on the Platform are not provided to, and may not be used by, any individual or institution in any jurisdiction where the provision or use thereof would be contrary to any Applicable Laws and Regulations, or where we are not authorized to provide such Platform or information and services. We do not offer services or products to Users in the Excluded Jurisdictions. You should inform us immediately if you become a resident in any of the Excluded Jurisdictions.

6.5 You understand and acknowledge that if it is determined that you have given false representations of your location or place of residence, Bybit reserves the right to take any appropriate actions with compliance to the local jurisdiction, including termination of any Account immediately and liquidating any open positions.

6.6 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.

7 Provision of Material and Information

7.1 By choosing to use the Platform, a User acknowledges that:

(a) Bybit 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 Bybit.

7.2 You acknowledge that neither Bybit 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.

7.3 If the Material is prepared by Bybit, we shall use best efforts to ensure that the Material remains accurate. Any Material prepared by Bybit and made available on the Platform shall be marked clearly as having been prepared by Bybit.

7.4 If the Material is prepared by a third-party, you acknowledge that we have no duty or obligation to verify, correct, complete or update any third-party 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 such third-party 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 third-party Material made available on the Platform shall be marked clearly as not having been prepared by Bybit.

7.5 Any use of or reliance on Materials by you is at your own risk.

7.6 Information regarding your Virtual 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 Bybit 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.

7.7 You acknowledge that errors may sometimes occur regarding your Virtual Assets balance and the status of the Account 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 communication from you to the contrary within three (3) calendar days from the date the communication was sent or posted on the Site.

7.8 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.

SECTION B – Your Bybit Account

8 Opening an Account

8.1 In order to use the Services on the Platform, Users must create an Account with the Platform.

8.2 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 or institution has read and understood the Risk Disclosure Statement, which is incorporated by reference into, and shall be a part of these Terms.

8.3 Each User shall only register one Account on the Platform. Registration of multiple Accounts shall be a violation of these Terms and may lead to immediate termination of these Terms and the Accounts involved.

8.4 The Account is not a bank account and the Virtual Assets held in the Account are not deposits or any other financial products. Except as otherwise permitted by the Platform, no interest will be paid on any funds or Virtual Assets under your Account.

9 Authorized Individuals

9.1 If a User is applying for an Authorized Individual to receive access to the Platform and Account, both the User and the Authorized Individual acknowledge that they have received and accepted these Terms.

9.2 When applying for any Authorized Individual to receive access to the Platform and an Account on their behalf, the User acknowledges and represents that the Authorized Individual is duly authorized to:

(a) access and use the Platform on the User's behalf and, if applicable, to exercise the same powers conferred by the User upon the Authorized Individual in accordance with any underlying power of attorney to the same extent as is technically feasible and that services offered under the Platform are analogous to services that the User may utilize through other channels;

(b) accept any changes to these Terms on the User's behalf; and

(c) apply or subscribe to any of the Platform services that require separate application or subscription.

9.3 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.

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

(a) a breach of these Terms by their Authorized Individual; and

(b) any claim or action by their Authorized Individual against Bybit.

9.5 You represent 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.

10 Third Party Accounts

10.1 We may offer you, at our absolute discretion, 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**).

10.2 You should read any terms and conditions provided by Third-Party Services Providers 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.

10.3 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) Bybit will act solely as the Platform administrator in relation to the Third-Party Accounts offered by the Third-Party Services Provider;

(b) Bybit 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 Bybit 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.

(c) Bybit does not operate or control any Third-Party Account offered 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. Bybit 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 Bybit to the applicable Third-Party Services Provider.

11 Account Communication

11.1 Bybit shall communicate with you through Service Notifications.

11.2 You agree to accept notifications regarding the App, Platform, your Account and these 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 Laws and Regulations.

11.3 You shall provide us with complete and accurate email address(es) or phone number(s) to allow us to send Service Notifications to you.

11.4 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.

11.5 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.

11.6 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.

11.7 It is your sole responsibility to monitor the applicable email account or phone number without further reminders or repeat notifications from Bybit.

11.8 You shall immediately report to us any unauthorized use or access of the Platform using your Account or credentials by sending an email to support@bybit.com. Failure to notify Bybit promptly of any compromised or suspected unauthorised use of User Credentials may affect the availability of remedial measures, to the extent permitted by Applicable Laws and Regulations.

11.9 Any access to the Platform or execution of Orders using valid User Credentials shall be deemed to have been made by the User or an Authorized Individual acting on the User's behalf. The User shall be responsible for all actions, instructions, Orders and transactions carried out through the Platform using such User Credentials, unless the User can demonstrate that such access resulted directly from Bybit's gross negligence or fraud. Bybit shall not be required to verify the identity or authority of any User or Authorized Individual accessing the Platform using valid User Credentials, and shall not be liable for any loss arising from the use of User Credentials by any third party, whether with or without the User's knowledge.

11.10 You agree to release Bybit from any liability for losses or damages you incur resulting from the use of the Service Notifications by Bybit, to the extent permitted by law.

11.11 Bybit provides no warranty that the information provided through Service Notifications is up-to-date, correct or complete and accepts no liability for any such Service Notifications.

12 Account Suspension

12.1 You agree and understand that we have the right to immediately, and without prior notice:

(a) apply any suspension, restriction or remedial action under these Terms to your Account and all Accounts we reasonably believe to be controlled by you, beneficially owned by you, or for which you act as a representative or authorized signatory and, in the case of entities, any affiliates;

(b) cancel, reverse, terminate suspend or otherwise limit any Trade, Order, or Withdrawal;

(c) freeze, hold or restrict access to any funds or assets in all such Accounts; and

(d) suspend, limit, or restrict your access to the Platform, in whole or in part, until a determination has been made,

if we suspect, in our sole discretion, that you and/or any such Accounts to be in violation of any provision of these Terms, any Applicable Laws and Regulations, any directive or request of a Competent Authority, or to mitigate regulatory, legal, financial crime or operational risk.

12.2 If your Account has been suspended, you will be notified when accessing the Platform, where practicable.

12.3 We may, in our sole discretion, disclose to you the reasons for suspension, if permitted to do so by law.

13 Funding the Account

13.1 You may fund the Account by transferring Virtual Assets or Fiat from your accounts with third parties into the Account. No fees are charged by Bybit for your funding of the Account. However, third parties, such as your bank, may charge transaction and other fees.

13.2 The Virtual Assets or Fiat that you use to fund the Account shall be transferred to the wallet address of Bybit's omnibus account or Bybit's client money account as applicable. The Platform will then credit your Account with such amounts of Virtual Assets or Fiat.

14 Withdrawals from your Account

14.1 In the event that you request a Withdrawal, Bybit shall transfer the relevant amount of Virtual Assets or Fiat from its omnibus account held by it to the specific wallet address or bank account provided by you.

14.2 Bybit shall use best efforts to ensure that Users are at all times able to request a Withdrawal including during times of extreme market volatility.

14.3 You understand and agree that Withdrawals may be delayed as necessary to comply with Applicable Laws and Regulations and/or our regulatory obligations in relation Anti-Money Laundering and Combating the Financing of Terrorism.

14.4 You may withdraw all or some of the Virtual Assets or Fiat in your Account. There is no minimum amount of Virtual Assets or Fiat required to maintain your status as a User.

14.5 You are solely responsible for ensuring that all instructions and details provided in connection with any deposit, Withdrawal or transfer, including but not limited to wallet addresses, bank account details, network selection, tags, memos, references, and identifiers, are complete, accurate and correct. Any transfer of Virtual Assets or Fiat initiated using incorrect, incomplete or misdirected instructions shall be at your own risk. To the fullest extent permitted by Applicable Laws and Regulations, Bybit shall not be responsible for, nor obliged to locate, trace or recover, any Virtual Assets or Fiat transferred in accordance with such instructions.

14.6 Where Virtual Assets or Fiat remain within Bybit's custody or control, Bybit may, acting reasonably and without obligation, provide assistance on a best-efforts basis to attempt recovery, subject to:

(a) the feasibility of recovery and the cooperation of any relevant third parties or unintended recipients;

(b) your timely provision of all information, documentation and evidence reasonably requested by Bybit; and

(c) any applicable administrative fees, minimum recovery thresholds or processing timelines.

14.7 Bybit makes no representation or guarantee that any recovery will be successful.

SECTION C – Trading on Bybit

15 Placing Orders

15.1 A User may place Orders and Trade Virtual Assets or Derivative Contracts on the Platform through the Site or the API or through any interfaces or code that Bybit may support or provide to you for the purpose of placing Orders.

15.2 Bybit may, in its sole discretion, limit the number of Orders or Trades that you may carry out and subject you to any Trading Limits that we may establish, revise and communicate to you from time to time.

15.3 You agree that:

(a) you have full responsibility for the security and authenticity of all Orders placed by you on the Platform and you will be bound by all such Orders once filled;

(b) Bybit shall be entitled to assume the authenticity of any Orders placed by you including that any Orders placed are yours and Bybit is under no obligation to verify the authenticity of such Orders;

(c) any Orders placed by you shall only be deemed to be received 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); and

(d) subject to Clause 18.1, you are bound by all Orders which you place on the Platform.

15.4 Any Order you place on the Platform that exceeds the amount of available funds in your Account shall be rejected.

15.5 Any attempt by you to sell more Virtual 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.

16 Leverage and Margin

16.1 Subject to Applicable Laws and Regulations, we may permit you to place an Order using leverage.

16.2 In order to use leverage, you shall be required to meet:

(a) applicable Initial Margin requirements when placing the Order; and

(b) applicable Maintenance Margin requirements to keep the Position open.

16.3 You agree to provide and maintain sufficient Equity in order to keep your Position open. Maintenance Margin can be maintained by keeping a sufficient amount of Fiat or Virtual Assets in your Account.

16.4 Initial Margin and Maintenance Margin shall be calculated by Bybit and shall differ on a position by position basis. Maintenance Margin requirements may increase rapidly and Bybit reserves the right to change Initial Margin and Maintenance Margin requirements at any time and at its sole discretion.

16.5 It is your responsibility to monitor Maintenance Margin requirements for each Position you have open and the Equity available in your Account. In the event that you do not have sufficient Equity in your Account, Bybit reserves the right to automatically liquidate your entire Position.

17 Order Handling

17.1 Upon receipt of a valid Order from you, Bybit shall undertake best efforts to match your Order with the Order of another User.

17.2 Once an Order is matched, it shall be executed and Filled instantaneously through the Platform and result in a Trade.

17.3 Subject to Clause 17.1, once an Order has been Filled, the transaction may not be reversible.

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

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

17.6 Users accept that Bybit does not guarantee that all Orders will be Filled. If an Order is unable to be Filled, Bybit shall inform you of this through the Platform.

17.7 Users agree and accept that Orders may be subject to, and Bybit shall have no liability for, delays, difficulties, and/or conditions affecting transmission or execution of Orders over which Bybit has no control, including, but not limited to, mechanical or electronic failure or market congestion.

17.8 You agree and understand that Bybit reserves the right to require all Orders to pass automated compliance checks in accordance with Applicable Laws and Regulations. If your Order is flagged for review by any of these checks or if it meets certain defined criteria, it may require manual review and approval. Bybit shall use commercially reasonable efforts to review such Orders on a timely basis, but shall not liable for any delays.

17.9 We may, in some cases, and at our sole discretion, require secondary electronic, verbal, written or other confirmation before Filling an Order if your Account activity is outside of its normal range of activities.

17.10 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 and Filling, cancellation or rejection of the Orders or instructions and that we assume no responsibility or liability if you fail to do so.

17.11 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.

17.12 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 transferred to, assumed by, or otherwise novated to a designated third-party clearing or risk management counterparty (the "**Clearing House**") prior to, or instead of, execution in the open market. 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, assumption, or novation may occur without prior notice and may be effected at prices, timing, or quantities determined in accordance with Bybit'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 Bybit does not assume any responsibility for the Clearing House's acts or omissions, save as required by Applicable Laws and Regulations.

For the avoidance of doubt, liquidation of a Position may result in the Position being assumed by the Clearing House and subsequently hedged, transferred, or closed out in the market, and the User irrevocably waives any right to object to or challenge such process.

18 Cancelling Orders

18.1 You may modify or cancel a non-Filled Order by initiating procedures through your Account to effect the amendment or cancellation of such open Order.

18.2 You acknowledge that it may not be possible in all circumstances for you to modify or cancel an Order under Clause 18.1, even before the Order is Filled.

18.3 We accept no responsibility for ensuring that an Order is modified or cancelled and you understand and agree that, if the Order cannot be cancelled or modified, you are bound by any Filling 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 Trades.

18.4 Absent mutual consent of parties involved, we reserve the right to cancel, adjust, unwind or nullify Trades in the event that:

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

(b) the Trade is one that Bybit, in its sole discretion, believes to be unlawful, fraudulent, manipulative or disruptive to other Users or the Platform;

(c) the Trade was executed by any Account that Bybit reasonably believes has been compromised, hacked or accessed by unauthorized users and we determine in good faith that cancellation of the Trades shall be in the best interest of Users or the Platform; or

(d) Bybit believes in its sole discretion that your Account or trading activities violates these Terms.

18.5 Where a User has received, retained or benefited from any Virtual Assets, Fiat, profits, gains or value as a result of circumstances described in Clause 18 or any error, irregularity or abnormal market condition, Bybit may recover or claw back the equivalent value by debiting the User's Account, subject to Applicable Laws and Regulations.

18.6 To the extent permitted by Applicable Laws and Regulations:

(a) Bybit shall not be liable for any loss, damage, opportunity cost or consequence arising from any action taken under this Clause 18, including where liquidation or adjustment occurs at prices less favourable than prices available before or after such action;

(b) any determination made by Bybit under these Clauses shall be binding, absent manifest error; and

(c) you waive any right to challenge or contest such action solely on the basis that it was taken in accordance with these Terms and Applicable Laws and Regulations.

19 Order Settlement

19.1 All spot Trades shall settle immediately subject to network conditions.

19.2 Derivative Contracts shall settle when a Position closes or expires in accordance with the relevant contract specifications.

19.3 Upon settlement under Clause 19.1, your Account shall be credited and / or debited in accordance with the relevant Trade.

19.4 Bybit shall maintain a record of all Filled Orders and resulting Trades on its Ledger.

20 Order Receipts

20.1 Once an Order has been Filled, the Platform shall provide you an acknowledgement of the Trade.

20.2 The Platform shall provide you with an Order Receipt setting out:

(a) the Trade date;

(b) the Trade transaction number;

(c) amount of Virtual Assets either sold or bought;

(d) applicable Virtual Asset; and

(e) fees associated with the Trade.

20.3 Bybit shall not provide you with an Order Receipt by way of email or telephone.

21 Scheduled Downtime

21.1 Bybit shall use best efforts to ensure that the Platform is accessible twenty-four (24) hours a day, seven (7) days a week and three hundred and sixty-five (365) days a year, subject to any period during which scheduled maintenance or upgrades are being carried out, or in the event that the Platform encounters an interruption or outage that is unexpected or beyond its control.

21.2 Notwithstanding the above, you agree and understands that part of or all of the Services may be periodically unavailable during scheduled maintenance.

21.3 Bybit shall use best efforts to communicate such downtime to you through a Written Notice.

22 Fees

22.1 There is no charge to download the API 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.

22.2 In exchange for access to the Platform and use of our Services, you agree to pay a fee on each Trade by you (such fee, a **Transaction Fee**). The applicable Transaction Fee schedule is available to you through the Platform or Site and may vary depending on the type of Service, transaction, product or market.

22.3 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 your acceptance of all such changes or revisions.

22.4 Transaction Fees are paid by each of the trading parties in any given transaction. The trading parties will each be charged a fee as determined from time to time by us. You are responsible for any fees imposed by third parties in connection with transferring Virtual Assets into your Account on the Platform. The Platform charges a fee to transfer Virtual Assets from your Account.

22.5 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) calendar days after such alleged erroneous Transaction Fee first appears on any Account statement, such fee will be deemed acceptable by you for all purposes.

22.6 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.

23 Custody by Bybit

23.1 As part of the Services, Bybit may additionally provide Custody services should you instruct us to do so.

23.2 Subject to Applicable Laws and Regulations, any Virtual Assets for which Bybit provides Custody services in respect of one or more Users for shall be segregated from Bybit’s own Virtual Assets and held and controlled by Bybit.

23.3 You expressly agree that as part of the Custody services, you will not know or be given direct access to the private keys in respect of your Virtual Assets.

23.4 Subject to and in accordance with Applicable Laws and Regulations, Bybit will act in accordance with your instructions and these Terms in respect of your Virtual Assets held within Bybit’s Custody. This may include executing Orders and setting any amounts owed to Bybit under these Terms. Bybit shall not be responsible for losses arising from user error, incorrect instructions, compromised User Credentials, blockchain protocol failures, or external network events not caused by Bybit’s gross negligence or fraud.

23.5 With the exception of gross negligence or fraud, Bybit will not be responsible for any loss you suffer as a result of the Custody of Virtual Assets with Bybit. This includes but is not limited to unauthorized access by a third party, loss of your login details, or transferring to an incorrect address (where the error was not caused by us).

23.6 Subject to Applicable Laws and Regulations, if we have a reasonable belief that Virtual Assets for which Bybit is providing Custody have been compromised or are subject to a security breach, you will be notified as soon as reasonably practicable.

24 Third Party Custody and Self Custody

24.1 Subject to approval from Bybit, you may use a third-party custodian for your Virtual Assets provided that such custody solution is compatible with the Platform.

24.2 In the event that you use a third-party custodian, your Virtual Assets shall be held and controlled by the third-party custodian and not by Bybit.

25 Risk Disclosure

25.1 Users must read the Risk Disclosure Statement carefully before applying to open an Account and executing Trades.

25.2 The Risk Disclosure Statement provides Users with information about the risks associated with trading in Virtual Assets and any other Services provided by Bybit. It is not intended to disclose or discuss in detail all of the risks associated with trading or holding Virtual Assets or the use of the Services provided by Bybit. The Risk Disclosure Statement is not exhaustive and only outlines the general nature of the risks involved in trading Virtual Assets. Users should ensure that their decisions are made on a well-informed basis and they should undertake their own assessment as to the suitability of trading in Virtual Assets in the light of their experience, objectives, financial resources and their specific needs and requirements.

25.3 By opening an Account and undertaking Trades, a User is deemed to have reviewed, understood and accepted the risks associated with the Services provided by Bybit.

25.4 The market for Virtual Assets is very new and rapidly developing and the risks of trading such assets are not fully understood. As such, Bybit may update the Risk Disclosure Statement periodically, as notified to Users from time to time, to list additional risks in transacting in Virtual Assets, but accepts no liability whatsoever in the event that any risk is not addressed in the risk statement.

25.5 Users acknowledge and agree that it is the User's responsibility to stay up to date with the updated Risk Disclosure Statement published by Bybit from time to time.

25.6 The Risk Disclosure Statement is available here https://www.bybit.com/en/legal/policies-and-rules/BVAPO-Risk-Disclosure.

SECTION D – Termination

26 Term

26.1 These Terms shall continue indefinitely until terminated by either party in accordance with Clause 27.

27 Termination

27.1 Subject to Clause 28, either party may terminate these Terms and close the Account by providing thirty (30) days notice to the other party in writing.

27.2 Bybit may decline or defer an Account closure request where:

(a) there are outstanding Trades, open Orders, pending deposits or Withdrawals;

(b) the Account is subject to a suspension, restriction, investigation or compliance review;

(c) the User has outstanding fees, liabilities or obligations owed to Bybit; or

(d) Bybit is required to retain the Account or related records to comply with Applicable Laws and Regulations or a request from a Competent Authority.

27.3 Prior to Account closure, the User must withdraw all Virtual Assets and Fiat from the Account in accordance with these Terms. Bybit shall not be responsible for any loss arising from the User's failure to complete such Withdrawals before Account closure. Account closure shall not affect any rights, obligations or liabilities accrued prior to the effective date of closure, including Bybit's record-keeping, reporting and regulatory obligations.

27.4 Either party may terminate these Terms with immediate effect if a Force Majeure Event occurs.

28 Suspension

28.1 Bybit may, in its sole discretion, immediately suspend without notice a User's access to the Platform or Site in whole or in part at any time either:

(a) in accordance with these Terms; or

(b) in the event that the User violates any provision of these Terms.

28.2 Your access to the Platform will automatically cease upon termination of your Account.

28.3 We may, at any time and at our sole discretion, limit, suspend or terminate, or issue a warning to you regarding, the Platform or the Account, including terminating the Account (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing Virtual Assets) if:

(a) we believe it is necessary or desirable to protect the security of the Account;

(b) any Orders or Trades are made which we in our sole discretion deem to be:

(i) made in breach of these Terms 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) we become aware or suspect that any Virtual Assets or funds held in your Account may be directly or indirectly associated with the proceeds of crime;

(d) we reasonably consider that there is a threat of your insolvency, liquidation, winding up, bankruptcy, administration, receivership or dissolution, or such event occurs in relation to you;

(e) we are unable to verify or authenticate any information you have provided to us;

(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 to by any Competent Authority;

(j) we are otherwise required to do so by Applicable Laws and Regulations;

(k) there is a disruptive market event that triggers a Trading Halt; or

(l) we otherwise decide in our sole discretion that termination or suspension of the Account, the Platform or the Terms is necessary in our interests or to prevent an actual or potential crime or material breach of Applicable Laws and Regulations.

28.4 When we exercise our rights under Clause 28.3, we have no obligation to inform you of the ground or basis for suspending, terminating or freezing your Account or any Virtual Assets in your Account or other actions we take regarding the Site, the Account, or the Platform.

28.5 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.

28.6 If there is any ongoing Orders or Trades on the Account that is subject to the termination procedures, Bybit shall have the right to notify your counterparty of the proposed termination.

28.7 In the event that a User's Account is terminated due to an investigation into fraud, violations of law or a violation of these Terms, Bybit may provide and / or disclose to a Competent Authority detail about your Virtual Assets, Account and personal information. We shall have no duty to notify you prior to disclosing information about you or your Account to a Competent Authority.

29 Consequences of Termination

29.1 In the event of a termination of these Terms:

(a) any accrued rights and obligations of either party prior to the date of termination, relating to Transaction Fees shall continue;

(b) Bybit may close or cancel any existing open Orders, in accordance with these Terms;

(c) all amounts payable by User shall become immediately due and payable;

(d) Bybit may lock your Account and all related information and files in such Account without liability to you;

(e) Users shall be responsible for any and all fees, costs, expenses, charges, taxes, or obligations (including, without limitation, legal and court fees or Virtual Asset transfer costs) associated with the closing of the Account;

(f) Bybit shall use commercially reasonable efforts to return any Virtual Assets in the User's Account; and

(g) Users accept that in the event that the costs of closing the Account exceed the value of Virtual Assets and / or Fiat n the Account, the User shall be responsible for reimbursing Bybit.

29.2 Clauses 5 (No Advice), 6 (Prohibited Uses), 7 (Provision of Material and Information), 9 (Authorized Individuals), 11 (Account Communication), 22 (Fees), 28 (Suspension in Whole or in Part), 31 (Release), 32 (Indemnification), 33 (Limitation of Liability), 35 (General), 37 (Personal Information and Privacy), 40 (Intellectual Property), 41 (Deposit Protection), 43 (Records Conclusive), and 46 (Governing Law and Dispute Resolution) and any claims for breach of these Terms shall survive Termination.

30 No Liability

30.1 Neither Bybit, the Platform nor any third party acting on their behalf shall be liable to you for any suspension, limitation or termination of your Account or your access to any part of the Platform in accordance with these Terms.

SECTION E – Representations and Indemnities

31 Release

31.1 To the maximum extent permitted by Applicable Laws and Regulations, 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.

31.2 The list in Clause 31.1 is intended to be illustrative only, and not exhaustive of the types or categories of claims released by us.

31.3 This release is intended by the parties to be interpreted broadly in favour 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.

31.4 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).

32 Indemnification

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

(a) your (or if you are under another person's authority, including, without limitation, Competent Authorities, such other person's) use, misuse, or inability to use the Site, the Platform, any Account on the Platform, or any of the content, including Third-Party Content contained therein or any content or information that you provided to the Platform; or

(b) your breach of this these Terms or the Third-Party Services Provider Terms, including those documents that are expressly incorporated into these Terms or the Third-Party Services Provider Terms by reference and form a part of these Terms or the Third-Party Services Provider Terms.

32.2 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, in our sole and absolute discretion, to participate in the defense of such claim or choose our own legal counsel, control any action or proceeding, and to determine whether we wish to settle, and if so, on what terms.

33 Limitation of Liability

33.1 Under no circumstances and under no theory of law (tort, contract, strict liability or otherwise), shall we or any of the Indemnified Parties 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.

33.2 Notwithstanding the above, and to the extent permitted by law, in no event shall our liability to you, regardless of the form of action and damages suffered by you (save in instances of fraud, or where you have suffered death or personal injury due to our negligence), exceed the higher of:

(a) The aggregate fees paid by you to us in connection with the Services during the twelve-month period prior to the act or omission giving rise to such liability; or

(b) Ten thousand United States Dollares (USD 10,000).

33.3 Any exclusions or limitations of liability contained in this Clause shall not affect Bybit’s liability to you which cannot be excluded or limited under the relevant Applicable Laws and Regulations.

34 Force Majeure Events

34.1 Neither party shall be liable for failure to perform any obligations under these Terms due to Force Majeure Events. In the event of a delay caused by Force Majeure Events, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events.

SECTION F – Miscellaneous

35 General

35.1 These Terms, including the Privacy Policy and other policies incorporated herein, constitute the entire and only agreement between you and Bybit 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.

35.2 If any specific 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.

35.3 These Terms may not be changed, waived or modified except by Bybit as provided herein.

35.4 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.

35.5 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.

35.6 Any heading, caption, clause or section 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.

36 Amendments

36.1 Bybit may amend these Terms from time to time including but not limited to any fees, policy or guidelines or conditions of the Platform, at any time and at Bybit’s sole discretion.

36.2 If Bybit changes amends these Terms, Users shall be notified in writing at least thirty (30) calendar days before the change is due to take effect and shall amend the “Last Updated” date at the top of these Terms.

36.3 Any changes or modifications shall be effective thirty (30) calendar days after the “Last Updated” date at the top of these Terms.

36.4 You are deemed to have accepted any amended Terms if you continue to use the Site and Platform after such amendments come into effect.

37 Personal Information and Privacy

37.1 Access to our Platform will require the submission of certain Personal Information of the User. Please review 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 regard to the Account. The Privacy Policy can be accessed here https://www.bybit.com/en/legal/policies-and-rules/BVAPO-privacy-policy.

37.2 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 these Terms.

37.3 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.

37.4 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.

37.5 We may collect and process 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 processing and the use of tracking technologies and acknowledges that the information obtained, including Personal Information, may be transferred to or matched to public or private information accessible to Bybit or any Third-Party Services Provider. The User also consents to such information being transferred to and shared with Bybit’s group and Third-Party Services Provider’s service providers for the purposes of providing and maintaining the tracking technologies and in order to provide the Services to you. 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.

38 Market Makers

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

39 Complaints and Contacting Us

39.1 You have the right to issue a complaint in accordance with our complaints procedures.

39.2 If you have any complaints or questions, please contact us on complaints@bybit.ae.

39.3 When contacting us, please ensure to provide enough information to allow us to identify you and any other information necessary in respect of your complaint or question.

40 Intellectual Property

40.1 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 Bybit 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 Bybit's or any third party's title, ownership rights and/or intellectual property rights, whether by estoppel, implication or otherwise.

40.2 The Platform and API 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**). Bybit 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.

40.3 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 Bybit. 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.

40.4 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 Bybit's Site by co-opting the visual "look and feel" of or text from Bybit's Site or otherwise violate Bybit's intellectual property rights, including, without limitation, "scraping" text or images from Bybit's Site or Bybit 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 Bybit's Sites, or remove, obscure, or minimize any part of Bybit's Site in any way without authorization of Bybit; or

(e) make any commercial use of the Site or Platform or Bybit's logo, trademark or brand name in any way.

40.5 Each User authorizes Bybit 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.

41 Deposit Protection

41.1 You acknowledge and understand that Virtual Assets and Fiat are not protected by any form of deposit protection or deposit insurance scheme in the UAE or any other jurisdiction.

42 Record Keeping

42.1 Bybit shall maintain records about all your activities on the Platform.

42.2 Bybit may record video calls using software applications with or without use of a warning tone. Bybit reserves the right to use such recordings as evidence for a particular purpose or in relation to disputes as well as for our ongoing quality control and training programme. You hereby consent to us recording your voice or image for the purposes of this Clause 42.2.

42.3 Bybit shall maintain all records in respect of a User for a period of ten (10) years after the Termination of these Terms. This period may be extended by Applicable Laws and Regulations or agreement between the User and Bybit in writing.

43 Records Conclusive

43.1 The calculation and records in Bybit'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.

44 Transfer of Business

44.1 In the event of a transfer of the whole of part of the business of Bybit to any third party, the User consents to the transfer of the business relationship between the User and Bybit, which includes but is not limited to the User's:

(a) Account;

(b) Virtual Assets;

(c) Fiat;

(d) liabilities; and

(e) Personal Information.

44.2 In the event that Bybit is acquired by or merged with a third party entity, Bybit reserves the right to transfer or assign the information collected from Users as part of the acquisition, merger, sale or other change of control and the User consents to such transfer or assignment.

44.3 The User explicitly consents to the transfer of the business relationship between the User and Bybit to a Bybit Affiliate in the event that the User is in an Excluded Jurisdiction.

45 Deductions

45.1 By using the Platform and any payment, settlement, spending or transfer functionality made available to you from time to time, you authorise Bybit. to debit, deduct, reserve, transfer, convert or otherwise apply funds or Virtual Assets from your Account, wallets or sub-accounts, and to transfer such funds or Virtual Assets to another Bybit group entity, where necessary, for the purposes of:

(a) settling transactions, payments or transfers initiated or authorised by you through the Platform or any related service;

(b) effecting transfers, settlements or reconciliations between Bybit group entities in connection with such transactions;

(c) deducting or applying applicable fees, charges, reversals, refunds, adjustments or corrections; and

(d) complying with Applicable Laws and Regulations, scheme rules, or any directive or request of a Competent Authority.

45.2 You acknowledge that such deductions or transfers may occur automatically, on a one-off or recurring basis, and may involve the use of available Fiat and / or Virtual Asset balances, subject to availability and applicable product terms.

45.3 Nothing in this Clause constitutes the provision of payment services by Bybit beyond the scope of its licensed activities, nor creates any partnership, agency or trust relationship between you and any Bybit group entity. Bybit makes no guarantee that any transaction will be completed where insufficient funds or Virtual Assets are available.

46 Governing Law and Dispute Resolution

46.1 These Terms and any non contractual obligations connected with it a shall be governed by the laws of England and Wales.

46.2 The Parties irrevocably agree that all disputes arising under or in connection with these Terms or in connection with the negotiation, existence, legal validity, enforceability or termination of these Terms regardless of whether the dispute shall be regarded as contractual or not, shall be exclusively governed by and determined only in accordance with the laws of England and Wales.

46.3 Any dispute arising out of or in connection with these Terms or the Platform, including any question regarding the existence, validity or termination of these Terms, shall be referred to and finally resolved by arbitration.

46.4 The arbitration shall be conducted in accordance with the Singapore International Arbitration Centre's (**SIAC**) Arbitration Rules (**SIAC Rules**), which SIAC Rules are deemed to be incorporated by reference into this Clause. The arbitration shall be seated in Singapore.

46.5 The number of arbitrators shall be three. Each Party shall nominate one arbitrator (together the nominated arbitrators) and the third arbitrator shall be nominated by agreement between the nominated arbitrators. The third arbitrator shall serve as chairman of the arbitral tribunal.

46.6 The governing law of this arbitration agreement shall be the laws of England and Wales. The language of the arbitration shall be English. The Parties waive any right of appeal to any court in any jurisdiction, insofar as such waiver can validly be made.

46.7 By agreeing to arbitration in accordance with this Clause 46, the Parties do not intend to deprive any competent court of its jurisdiction and/or the right to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of the arbitration proceedings or the enforcement of any award. Any interim or provisional relief ordered by any competent court may subsequently be vacated, continued or modified by the arbitral tribunal on the application of either Party.

46.8 The Parties undertake to keep confidential all awards in any arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another Party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.

46.9 All awards shall be final and binding on the Parties. The Parties undertake to carry out any award immediately and without any delay. The Parties waive irrevocably their right to any form of appeal or review of the award by any state court or other judicial authority, insofar as such waiver may be validly made.

46.10 The User consents to being joined as an additional party to disputes that arise under, out of or in connection with the Terms.

46.11 You agree that should Bybit, at its sole discretion, consider that any dispute relates to a transaction or series of transactions involving multiple Users, then it may, at its sole discretion, request that the SIAC consolidate any arbitrations pending before it into one set of proceedings, and you hereby agree to such consolidation. Notwithstanding anything to the contrary in the SIAC Rules, you agree that the SIAC will grant such a consolidation request after consulting with the parties and any confirmed or appointed arbitrators where:

(a) the parties agree to consolidate; or

(b) all of the claims in the arbitrations are made under the same or similar arbitration agreement; or

(c) the claims are made under more than one arbitration agreement, a common question of law or fact arises in all of the arbitrations, the rights to relief claimed are in respect of, or arise out of, the same transaction or a series of related transactions and the arbitration agreements are compatible.

Appendix 1 - Definitions

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

Abu Dhabi	means the Emirate of Abu Dhabi.
Account	means the account established by a User that has downloaded the API or accessed the Site and registered with Bybit to use the Site and the Platform.
Affiliate	means with respect to a person, any subsidiary or parent of that person and any subsidiary of such parent from time to time.
API	means an application programming interface that enables you to externally manage your Account and enter into Trades on the Platform without using the Site.
Applicable Laws and Regulations	means the laws, regulations and rules of any Competent Authority that apply to Bybit and Users, as enacted, replaced, amended, extended, consolidated, substituted and/or re-enacted from time to time. The Applicable Laws and Regulations that apply to Bybit include, without limitation: a) the Capital Markets Authority Regulations; and b) the Federal and Emirate level laws and regulations in force in the UAE, to the extent applicable, including without limitation the relevant UAE legislation and implementing regulations on Financial Crime and confidentiality.
Authorized Individual	means any person that is authorized by a User to access and use the Site (including the API) and Platform on behalf of that User.
Biometric Authentication	means the identity authentication function using biometric credentials including fingerprint, facial recognition or any other biometric data, as we may permit from time to time.
Business Days	means Monday to Friday during hours on which commercial and clearing banks are open for general business in Abu Dhabi, excluding public holidays.
Clause	means a clause of these Terms.
CMA	means the Capital Markets Authority of the United Arab Emirates
CMA Regulations	means the rules and regulations of the CMA as amended from time to time.
Competent	means any regulatory, judicial, law enforcement or public authority, whether inside

Authority	or outside the UAE, which has jurisdiction over the activities of Bybit, the Platform or Users.
Custody	means Bybit arranging for safekeeping Virtual Assets and holding such Virtual Assets on your behalf and beneficially for you.
Derivatives	means perpetuals, futures, options and options on futures
Derivative Contracts	means exchange traded Derivatives on a supported pair of Virtual Assets as the underlying and subject to the contract specifications maintained by Bybit
Digital Platforms	refers to third-party distribution platforms where mobile applications or other software programs can be accessed or downloaded, including, but not limited to, the Apple App Store and Google Play.
Equity	means the total value of all Positions, Fiat and Virtual Assets in an Account expressed in a given currency
Fiat	means money or currency that is: (a) issued by a national government; (b) designated by the relevant issuing government to be legal tender; (c) not backed by a commodity; and (d) traded on international foreign exchange markets.
Fill	means the complete or partial matching of two (2) Orders on the Bybit Platform which results in a Trade. Filling or Filled shall be construed accordingly.
Financial Crime	means money laundering, terrorist financing, evasion of economic sanctions, tax evasion, bribery and corruption, including but not limited to the crimes of money laundering and terrorist financing, and behaviour which may amount to "Market Abuse", as defined under applicable the laws and regulations of the UAE, as amended from time to time.
Force Majeure Event	means events beyond either parties control which include, without limitation, acts of God, war, riot, arson, embargoes, civil commotion, strikes, labour disputes, epidemics, 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 labour or material, shortage of transportation, facilities, fuel, energy, government regulation or restriction, acts of civil or military authority or terrorism, fibre connection 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.
Hard Fork	means the occurrence of an event when a blockchain protocol is radically changed such that it becomes incompatible with older versions. Parties taking part in transactions on the old blockchain must upgrade to the new one in order to continue validating transactions. However, the parties that do not upgrade may continue to support and validate transactions on the older blockchain protocol separately. A Hard Fork can be planned, or unplanned (contentious).
Initial Margin	means the amount required to enter into a new Position or increase an existing Position
Ledger	means the internal accounting records maintained by Bybit.
Material	means any offering material, term sheet, market data, research report, product or service documentation or any other information provided through the Platform.
Maintenance Margin	means the amount of Equity that is required to be maintained in an Account to maintain a Position
Natural Person	means any individual and their estate and personal representatives.
Order	means a firm offer submitted by a User to enter into a Trade at a specific value or volume on the Platform which if executed results in a Trade.
Order Receipt	means a notice of confirmation of a User's Order
Personal Information	refers to information supplied by a User from which the identity of such User may be directly or indirectly ascertained.
Platform	means the Bybit platform through which Services are made available to Users
Position	means any outstanding commitment you have in connection with a Trade you have entered into on the Exchange.
Privacy Policy	means the additional terms and conditions governing the collection, use and disclosure of each User's Personal Information. Each User must read and agree to the Privacy Policy in order to use the API or the Site.

Service Notifications	are one-way notifications from Bybit (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.
Services	means the services offered by Bybit and set out in Clause 2 of these Terms.
Site	means the Bybit website through which the Platform can be accessed.
Terms	means these terms and conditions and all schedules, product details, any ancillary documents referred to in these terms and conditions as amended from time to time.
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	is any third party that offers a trading, fiat-crypto exchange or other financial services account that can be registered and accessed through the Platform.
Trade	means buying and selling Virtual Assets or Derivative Contracts on the Platform resulting in the Filling of two Orders. This occurs when an Order is matched in full or partly with another User's Order.
Trading Halt	means a temporary suspension of trading initiated by Bybit.
Trading Limit	means the maximum amount of Trades that a user may carry out within a timeframe defined by Bybit.
UAE	means the United Arab Emirates.
United States Dollars or **USD**	means the lawful currency of the United States of America.
User	means any person that has registered with Bybit to use the Site and access the Platform.
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 Bybit from time to time regarding the User’s access to the Platform.
Virtual Assets	means a digital representation of value that can be digitally traded or transferred and can be used for investment purposes.
Virtual Tokens	means a digital representation of a set of rights that can be digitally offered and traded through the Platform
Withdrawal	means the process of transferring one or more of your Virtual Assets held on the Platform to a wallet address outside the Platform.
Written Notice	means an email sent to the email address on record for the User’s Account.