

Bybit Card - CBRL Terms and Conditions

These terms and conditions relate to the use of Your Bybit Card(s) (as defined below) as amended from time to time at the sole discretion of CBRL (hereinafter, the “**Terms and Conditions**”). If You at any time do not agree to any of these Terms and Conditions, You must immediately cease using the Platform and Services (as defined below) and inform CBRL accordingly. For the avoidance of doubt, any and all utilization of the Platform and/or Services, including Your Bybit Card, would constitute an express agreement by You to be legally bound by these Terms and Conditions, as may be amended from time to time at the sole discretion of CBRL, as well as by Pomelo’s Bybit Card Terms & Conditions available at [Bybit Card - Pomelo Terms and Conditions](#).

1. Introduction

1.1 **Bybit** is Bybit Technology Limited, a centralized digital currency exchange provider and an operator of the platform, bybit.com.

1.2 **Bybit Account** is the funding account that You must maintain with Bybit in order to be able to use, and remain eligible for the Bybit Card.

1.3 **Bybit Card** is a Mastercard credit card issued by the Issuer in Brazil.

1.4 **Bybit’s One-Click Buy/Sell** is the service provided to You by Bybit for conversion of Brazilian Reals into digital assets, and digital assets into Brazilian Reals.

1.5 **CBRL** (hereinafter, “**CBRL**”, “**we**”, “**us**” or “**our**”), is a virtual asset service provider and partner of Pomelo in the issuance of the Bybit Card to You. CBRL is also a guarantor for your transactions towards Pomelo.

1.6 **CBRL’s Services** or **Services** are the services provided to You by CBRL in connection with Your application for and use of the Bybit Card as described in these Terms and Conditions.

1.7 **Issuer** is Pomelo Instituição de Pagamento Ltda.

1.8 **Pomelo Instituição de Pagamento Ltda** (hereinafter, “**Pomelo**”), is a payment institution and issuer of the Bybit Card in Brazil.

1.9 **Pomelo’s Bybit Card Terms & Conditions** are the terms and conditions as maintained and updated from time to time at the sole discretion of Pomelo, available at [Bybit Card - Pomelo Terms and Conditions](#).

1.10 **Platform** is the collection of electronic systems and services, including this website and associated mobile application, operated by CBRL and Bybit to provide You with CBRL’s Services.

1.11 **Privacy Policy** means our privacy policy as set out at <https://www.bybit.com/app/terms-service/privacyPolicy>.

1.12 **Spending Power** means the maximum spending limit You will be eligible to spend on the Bybit Card as to be determined by CBRL at its sole discretion based upon the virtual assets maintained in Your Bybit Account.

1.13 **You** or **Your**, the customer of Bybit Technology Limited, would like to obtain the Bybit Card from CBRL in accordance with these Terms and Conditions, as well as Pomelo’s Bybit Card Terms & Conditions.

2. CBRL’s Services

2.1 CBRL will consider Your application for the Bybit Card and upon approval, will arrange for the Bybit Card to be issued to You by the Issuer.

2.2 CBRL will provide guarantee for the Spending Power of Your Bybit Card to Pomelo, and Pomelo in turn would approve transactions up to the Spending Power guaranteed by CBRL. Spending Power will be determined by CBRL in its sole discretion based on the assessment of value of virtual assets you maintain in Your Bybit Account.

2.3 CBRL will perform an exchange of virtual assets maintained in Your Bybit Account into Brazilian Reals by applying the applicable exchange rate of Bybit’s One-Click

Buy/Sell product, upon Pomelo's approval of transactions pertaining to Your Bybit Card. The resulting Brazilian Reals exchanged from the virtual assets will be transferred to Pomelo as settlement for Your Bybit Card transactions that have been guaranteed by CBRL on Your behalf.

2.4 CBRL will charge a convenience fee of 0.9% of each conversion of virtual assets to Brazilian Real and You agree that such convenience fee may be directly deducted from Your Bybit Account.

2.5 CBRL will arrange for the return to Your Bybit Account of any excess Brazilian Reals that remain on Your Pomelo credit card account after the Bybit Card transaction is settled, or any Brazilian Reals resulting from refund(s) or reversal(s) of any Bybit Card transaction, as the case may be.

2.6 CBRL will claim from You the technical overdraft amount (if applicable), should You spend more than can be redeemed from Your Bybit Account on the Bybit Card.

2.7 CBRL will assist with any questions or issues You may have in relation to the Bybit Card. You may contact CBRL through support@bybit.com for such questions and/or issues.

3. Your Obligations

3.1 You expressly authorize CBRL to (i) convert virtual assets maintained in Your Bybit Account into Brazilian Reals at the applicable exchange rates, (ii) debit resulting Brazilian Reals from Your Bybit Account, and (iii) charge applicable fees related to transactions pertaining to Your Bybit Card in accordance with these Terms and Conditions. Such authorization shall remain in full force and effect while Your Bybit Card is active and/or when a Bybit Card transaction is made from Your Bybit Card.

3.2 This authorization shall be applicable to all transactions made from Your Bybit Card and shall extend to settlement of transactions even after Your Bybit Card has been deactivated, provided always that such transactions were authorized while Your Bybit Card was active.

3.3 You shall comply with (i) all applicable laws and regulations in Brazil, (ii) any and all terms and conditions set by CBRL, including this Terms and Conditions and the Privacy Policy (as may be amended from time to time at the sole discretion of CBRL), and (iii) Pomelo's Bybit Card Terms & Conditions, when utilizing the Platform and/or Services, including Your Bybit Card. You acknowledge and agree that a failure to abide by this Clause 3.3 shall entitle CBRL, at its sole discretion, to terminate Your access to CBRL's Platform and Services, including Your Bybit Card, in accordance with Clause 4.

4. Termination

4.1 CBRL may at its sole discretion suspend, limit, restrict, deactivate or terminate Your access to CBRL's Platform and/or Services, including Your Bybit Card, without giving You any prior notice or reason if:

4.1.1 You gain or attempt to gain unauthorized access to the Platform or another Bybit Card;

4.1.2 You allow or facilitate a third party to gain unauthorized access to the Platform or to Your Bybit Card;

4.1.3 There is a technical or operational difficulty as may be solely determined by CBRL;

4.1.4 You use, or we reasonably suspect You of using, CBRL's Platform and/or Services in order to perform illegal or criminal activities, including but not limited to activities relating to fraud, money laundering, terrorist financing or financial crime and/or any other breach of laws regarding sanctions and bribery;

4.1.5 Your use of the CBRL Services is subject to any pending investigation, litigation or government proceeding;

4.1.6 You fail to pay or fraudulently pay for any transactions;

4.1.7 We are unable to support Your use of the Platform and/or Services, including Your Bybit Card;

4.1.8 We have determined at our sole discretion that there may be issues relating to the security of Your Bybit Card or that a transaction is suspicious, fraudulent, erroneous or illegal;

4.1.9 You take any action that may or may potentially circumvent these Terms and Conditions or our control by abusing any promotions, rewards or referral programs that we may offer at any given time;

4.1.10 You breach any terms of these Terms and Conditions or our Privacy Policy;

4.1.11 You falsify information in relation to Your Bybit Card or You mislead us (including by omitting information we reasonably require) in relation to opening or administering Your Bybit Card;

4.1.12 CBRL receives a request from a law enforcement or government agency to do so;

4.1.13 Bybit terminates, restricts, or cancels Your Bybit Account;

4.1.14 Issuer instructs us to terminate, restrict, or cancel Your Bybit Card;

4.1.15 You fail to comply with any terms and conditions set forth in Pomelo's Bybit Card Terms & Conditions;

4.1.16 You are determined to be insolvent and/or bankrupt or a bankruptcy / insolvency petition has been made against You; or

4.1.17 You fail to comply with all laws and regulations in Brazil in relation to the use of CBRL's Platform and Services, including Your Bybit Card.

4.2 You may cancel Your Bybit Card at any time, following the settlement of any pending transactions, and provided always that You comply with any card closure requirements as solely determined by CBRL. You will not be charged any fees for cancelling Your Bybit Card this however does not exempt or waive Your obligations to pay any outstanding amounts owed by You to us.

4.3 In the event that Your Bybit Card is suspended, limited, restricted, deactivated or terminated, we maintain the sole discretion to determine whether Your Bybit Card should be reinstated and are in no way obliged to honour or reinstate a transaction or price on the same terms had the suspension, limitation, restriction, deactivation or termination not occurred.

4.4 In the event Your access to CBRL's Platform and/or Services, including Your Bybit Card, are terminated:

4.4.1 You must not use and are not entitled to use CBRL's Platform and/or Services or any benefits in connection with the Platform, Services and/or the Bybit Card; and

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

5. Indemnity

5.1 To the maximum extent permitted by law, You agree to indemnify, defend and hold harmless CBRL (and each of its associated entities, directors, officers, affiliates, employees, service providers, members, representatives and agents, collectively the "**Indemnified Parties**") from and against all claims, demands, actions, suits, proceedings, liabilities, losses, damages, penalties, fines, expenses and costs (including reasonable attorney's fees and disbursements) which arise out of or in connection with:

5.1.1 Your conduct and use of our Platform and/or Services, including Your Bybit Card;

5.1.2 Your breach of these Terms and Conditions, our Privacy Policy and/or our anti-money laundering and counter-terrorism financing ("**AML/CTF**") policy (as may be amended from time to time at CBRL's sole discretion);

5.1.3 Your breach of Pomelo's Bybit Card Terms & Conditions;

5.1.4 Your breach of any applicable law, regulation or rule;

5.1.5 Your violation or breach of CBRL's copyright, intellectual property, trade secrets, patents, trademarks, service marks or any other proprietary right under law;

5.1.6 Your failure to secure or keep secret Your Bybit Card PIN or other authentication data;

5.1.7 any information that You provide to us via our Platform and/or Services;

5.1.8 any damage that You may cause to our Platform and/or Services, to any CBRL user or any other person or entity; or

5.1.9 any right exercised by CBRL under these Terms and Conditions, as may be amended from time to time at its sole discretion.

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

6. Liability

6.1 To the maximum extent permitted by law, CBRL does not guarantee the quality, performance or fitness for purpose of the Platform and Services or the completeness, accuracy or currency of statements, representations and information of others (including without limitation data, reports and analyses) provided via the Platform and Services and CBRL will not be liable to You, any person or entity for any direct, indirect, consequential or other loss, damage, liability, claim or expense (however caused, including due to negligence or breach of contract) which may arise out of, or in connection with, the use of the Platform and Services or the use of or reliance on information contained on or linked to the Platform and Services.

6.2 To the maximum extent permitted by law, the total aggregate financial liability of the Indemnified Parties to You, whether in contract, tort or statutory liability or

otherwise, is limited to supplying the Platform and Services again or payment of the cost of having the Platform and Services supplied again.

6.3 We are not liable in any way when an authorization is declined for any particular transaction regardless of the reason.

6.4 We accept no responsibility or liability for the goods or services that You purchase with Your Bybit Card or for any product or service discounts arising from the purchase with Your Bybit Card. You must resolve any complaint over such goods or services directly with the merchant or such other person and no claim against any of them may be set off against us.

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

6.6 We do not provide any warranty in relation to Your use of CBRL's Platform and Services and we do not provide any warranty that the information displayed on our Platform and in relation to the Services is up-to-date, accurate or complete. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

6.7 CBRL's Platform and Services do not provide information to evaluate whether or not You should invest, use and trade in digital assets. We give no warranties, guarantees nor do we accept any liability (except that which cannot be excluded by law) in relation to the statements, representations and information of others (including without limitation data, reports and analyses) displayed on our Platform and in relation to the Services.

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

7. Use of our Platform and Services

7.1 Security

7.1.1 The transmission of information over the internet (including to or from our Platform and Services) is not completely secure or error free. In particular, emails to or from us and information submitted to or accessed via this Platform may not be secure and You should use discretion in deciding what information You send to us via these means.

7.1.2 Emails to and from us may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code.

7.1.3 You acknowledge that Your use of the Platform and Services (and obtain and transmit data to it) are entirely at Your own risk, that it is provided on an “as is” basis and that we do not make any representations or warranties as to the security, availability of our Platform and Services or that Your access or use will be uninterrupted, timely or secure.

7.1.4 By using our Platform and Services, You agree to provide us with current, accurate and complete information, including any personal information, and agree to keep such information up to date.

7.1.5 CBRL may provide Your personal information or any other information such as Your IP address or when Your Bybit Card was last accessed if requested by a law enforcement agency or government agency.

7.1.6 By applying for the Bybit Card, You authorize CBRL to make enquiries to verify Your identity either directly or through third parties, in order to protect our Platform, Services and other users against fraud. In order to verify Your account, You will provide us with personal information which will be verified against databases in Your country. As such, it is imperative that You provide us with accurate and up-to-date information. The verification of Your identity and on-boarding of Your account may take up to ten (10) business days to complete. You represent and warrant that the information You provide to us through our Platform is correct and up-to-date.

7.1.7 You agree that You will not use any other Bybit Card other than Your own Bybit Card or access the Bybit Card of another member or assist others in obtaining unauthorized access. If You use or obtain access to a Bybit Card, other than Your own Bybit Card, this will result in immediate suspension or termination of Your Bybit Card and the other member's Bybit Card.

7.1.8 You must notify CBRL immediately if you lose control of or if there are any unauthorized access or use of Your Bybit Card, password or any other applicable breach of our Platform and Services by submitting a support request on our website.

7.2 Cookies

We may use cookies to identify Your computer on our server and so we can track Your use on our Platform. In some instances, cookies may collect and store personal information about You. Such personal information will only be used by us in accordance with our Privacy Policy.

7.3 Privacy

Any personal information we collect about You via this Platform will only be used and disclosed by us in accordance with our Privacy Policy.

7.4 Intellectual Property

7.4.1 All information, graphics, data, prices, charts, video, audio and any other material ("**Platform Material**") displayed on or available on the Platform, and all the underlying source code and software, is owned or used under license by us, except where expressly stated in these Terms and Conditions or elsewhere on the Platform.

7.4.2 This Platform, all Platform Material and any intellectual property which vests in either of them is protected by copyright. You may download and print content from this Platform for Your own personal or internal business purposes only. You must not publish, adapt, communicate to the public, distribute to third parties, amend or make any other copy of information on this Platform without our prior written consent or otherwise do anything which would infringe our intellectual property rights in the Platform or the Platform Material.

7.4.3 All trademarks, registered trademarks, product names, logos and company names mentioned on this Platform are either owned by us or are displayed under license or with permission from the owner. Those third-party marks, logos and names remain the property of their respective owners.

7.4.4 Reference on the Platform to any companies, products, services, branding, offers or other information, by trade name, trademark or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us or the respective trademark owner.

8. General

8.1 CBRL will communicate with customers by email and will never provide links to other websites or request sensitive information such as 2-factor codes and passwords. If You are not sure if the email You received is secure and from a trusted source, please email us at support@bybit.com and we will be able to assist You.

8.2 By using CBRL's Platform and Services, You accept that it is Your responsibility to determine whether and to what extent, any taxes apply to any transactions or trades You conduct through our Services. It is also Your responsibility to seek professional tax advice with respect to the Bybit Card as well as to ensure that You are compliant and that the Platform and features satisfy Your requirements. CBRL does not provide any advice or take any responsibility for information that You receive through our Platform and Services.

8.3 These Terms and Conditions may be updated, modified or changed from time to time by us at our sole discretion. You will be deemed to have expressly agreed to any such updates, modifications and/or changes if You use the CBRL Platform and/or Services, including Your Bybit Card, after such updates, modification and/or changes are effected.

8.4 If any provision of these Terms and Conditions is held to be invalid, unenforceable or illegal for any reason, the remaining parts of the Terms and Conditions will be in full force and effect.

8.5 If we are unable to perform our Services as stipulated in these Terms and Conditions due to circumstances out of our control, including but not limited to, change of law, regulations or policy, or an event of force majeure, we will not be held liable.

8.6 Any failure or delay in enforcing a term or exercise any right or remedy under these Terms and Conditions by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

8.7 These Terms and Conditions are governed by the laws of Brazil. In the event of a dispute relating to the use of the Platform, Services or these Terms and Conditions, the parties agree to attempt, for a period of thirty (30) calendar days after the receipt of the existence of a dispute, to settle the dispute by amicable settlement between the parties. In the event the legal dispute cannot be settled by an amicable settlement within thirty (30) calendar days, any dispute arising out of or in connection with the use of the Platform, Services or these Terms and Conditions shall be referred to and finally resolved by arbitration administered in Brazil.