Bank Card Terms and Conditions

These Bank Card Terms and Conditions (“**Terms**”) sets out the specific terms that govern your use of our Services (as defined below). Bybit operates entities around the world in order to provide its Services to customers. The table below sets out which Bybit entity you are contracting with (the "**Contracting Entity**") under these Terms. The Contracting Entity is determined by the ‘Fiat Type’ and ‘Transaction Medium’ as set out in the table below.

Fiat Type	**Transaction Medium**	**Contracting Entity**	**Jurisdiction**	**Registered Address**
Brazilian Real (BRL)	Bank Transfers Pix	Bybit Technology Limited	Seychelles	F2-2A, 2(nd) Floor, Oceanic House, Providence Estate, Mahe, Seychelles
Mexican Peso (MXN)	Bank Transfers Spei	Bybit Technology Limited	Seychelles	F2-2A, 2(nd) Floor, Oceanic House, Providence Estate, Mahe, Seychelles
Colombian Peso (COP)	Bank Transfers PSE	Bybit Technology Limited	Seychelles	F2-2A, 2(nd) Floor, Oceanic House, Providence Estate, Mahe, Seychelles
Bolivian Peso (BOB)	Bank Transfers	Bybit Technology Limited	Seychelles	F2-2A, 2(nd) Floor, Oceanic House, Providence Estate, Mahe, Seychelles
Chilean Peso (CLP)	Bank Transfers	Bybit Technology Limited	Seychelles	F2-2A, 2(nd) Floor, Oceanic House, Providence Estate, Mahe, Seychelles
Peruvian New Sun (PEN)	Bank Transfers	Bybit Technology Limited	Seychelles	F2-2A, 2(nd) Floor, Oceanic House, Providence Estate, Mahe, Seychelles

These Terms are between you (“**you**”, “**your**") and the Contracting Entity ("**we**", "**our**", "**us**"). Please take a moment to read the Terms carefully, as by accessing this section of our website (the "**Site**") and/or using any of the Services we offer, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, ACCEPT AND WILL COMPLY FULLY WITH ALL THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT.

Our privacy policy (the "**Privacy Policy**") and cookie policy ("**Cookie Policy**"), are integral parts of the Terms, and you agree that you have read, accepted, and are bound by them.

1. ELIGIBILITY

1.1 By using the Services, you expressly represent and warrant that:

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

(b) you accept all the terms of use contained in the Terms; and

(c) you are in full compliance with all applicable laws and regulations of your jurisdiction.

2. RISK DISCLOSURE

2.1 You understand and accept that the buying and selling of cryptocurrencies involve significant risks – you should never trade more than you can afford to lose. Cryptocurrency prices are highly volatile and you may lose the total value of your digital assets at any time. Bybit does not provide any investment, financial, or tax advice. You are solely responsible for assessing your suitability of using any of the Services given your financial situation and risk tolerance.

2.2 You further acknowledge and accept that cryptocurrencies are not issued, controlled, or regulated by any central authority, government, or legal entity. Cryptocurrencies operate on decentralised blockchain technology, which governs the recording, verification, and transfer of assets. Accordingly, in the event of market disruption, system failure, or crisis, there is no authority or institution responsible for supporting, stabilising, or safeguarding the value of cryptocurrencies or for compensating you for any resulting losses.

2.3 You acknowledge and accept that cryptocurrencies are subject to operational risks, which may result in financial loss. Such risks include, without limitation, failures, interruptions, errors, or defects in hardware, software, or internet connectivity; security breaches; unauthorised access to systems or accounts; corruption or loss of data; and other technological or operational failures, whether or not arising from factors beyond our reasonable control.

2.4 The above is a non-exhaustive list of the risks associated with the buying and selling of cryptocurrencies. As such, you should carefully assess your financial situation, risk appetite, relevant experience, and knowledge BEFORE you decide to purchase. You should also seek advice from an independent and suitably licensed financial advisor.

3. SERVICES

3.1 We act solely as your commercial agent in connection with the execution of cryptocurrency transactions. By accepting these Terms of Use, you expressly authorise and appoint us to act on your behalf for the purpose of placing, executing, and fulfilling your orders to buy or sell supported cryptocurrencies, as may be amended or updated by us from time to time ("**Cryptocurrency**").

3.2 When you submit an order to purchase Cryptocurrency ("**Purchase**"), we shall acquire the relevant Cryptocurrency on your behalf and arrange for its transfer to the digital wallet address you designate at the time of the order (the "**Wallet Address**").

3.3 When you submit an order to sell Cryptocurrency ("**Sale**"), we shall sell the relevant Cryptocurrency on your behalf in exchange for fiat currency or e-money (including USD, EUR, or such other supported fiat currencies as may be updated by us from time to time, collectively referred to as "**Fiat**") through one (1) or more authorised payment service providers engaged by us. The resulting Fiat shall be received, held, and managed solely by such third party provider in accordance with its own regulatory authorisations and terms. The Fiat may be credited to your designated account with such provider - which may include an e-money account or other payment account in your name - or, where applicable, transferred to the bank account or supported e-wallet you designate at the time of the order. For the avoidance of doubt, we do not at any time receive, hold, or safeguard any Fiat funds, and all such funds are received, held, and managed by the relevant authorised payment service provider.

3.4 Each order submitted through us constitutes a discrete, one-off transaction that is executed independently and does not create any continuing obligation between the parties.

3.5 Collectively, the activities described in this Clause 3 shall be referred to as the "**Services**" for the purposes of these Terms.

4. ELIGIBILITY AND COMPLIANCE

4.1 You agree, warrant and represent that:

(a) you have full legal capacity, authority, and power to enter into and be bound by these Terms, and to use the Site and the Services in accordance herewith;

(b) your use of the Services will at all times comply with all applicable laws, regulations, and regulatory requirements of your jurisdiction, including but not limited to those relating to anti-money laundering ("**AML**"), counter-terrorist financing ("**CTF**"), sanctions, tax, and data protection;

(c) you shall not use the Services for any unlawful, fraudulent, deceptive, or improper purpose, or in any manner that could contravene any applicable law or regulation;

(d) you will use the Services solely for your own benefit, and not on behalf of or for the benefit of any third party, unless expressly authorised in writing by us;

(e) all Fiat and/or Cryptocurrency used in connection with the Services is owned by you, lawfully acquired, and derived from legitimate sources; and

(f) you will promptly provide any information, documentation, or evidence reasonably requested by us to verify your identity, source of funds, or compliance with applicable laws and these Terms.

4.2 You acknowledge and agree that we may, at our sole discretion and without prior notice, suspend or terminate your access to the Site or Services if we reasonably suspect that you have breached, or are likely to breach, any of the representations, warranties, or undertakings set out in this Clause 4.

4.3 You further acknowledge that we are entitled to take any action deemed necessary to comply with applicable AML, CTF, or sanctions laws and regulations, including but not limited to freezing, withholding, or refusing to process any transaction or account associated with you, pending investigation or compliance review.

4.4 You shall indemnify and hold us, our affiliates, and our respective directors, officers, employees, and agents harmless from and against any and all claims, losses, liabilities, damages, costs, or expenses (including reasonable legal fees) arising out of or in connection with your breach of any representation, warranty, or undertaking under this Clause 4.

5. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING REGULATIONS (AML AND CTF REGULATIONS)

5.1 As part of the global initiative to combat financial crimes, in particular AML and CTF, we have regulatory obligations that include implementing customer due diligence (“**CDD**”) measures.

5.2 This means we are legally obliged to know who our customers are, and we fulfill this requirement by requesting information from you, including personal information, to authenticate and verify your identity.

5.3 Such information may include your full name, home address, phone number, email address, date of birth, country of residence, nationality, government-issued identification, tax identification number, social security, bank account information, a liveness video or photograph, the purpose of the transaction and the source of your funds ("**Customer Due Diligence Documents**").

5.4 The nature and extent of the information we request may differ based on our risk assessment policy. In some instances, we may contact you to obtain additional Customer Due Diligence Documents, and we will not be able to process your order until the information requested is provided in a timely manner and to our satisfaction.

5.5 You confirm that all information you provide to us is accurate and complete and agree to keep us updated if any information provided changes.

5.6 You consent to the collection of information and permit us to keep records of such information, which will be stored in accordance with applicable data protection laws. For more details, please read the Privacy Policy.

5.7 You also authorise us to make enquiries, whether directly or through third parties, that we consider necessary to verify your identity. When we carry out these enquiries, you acknowledge and agree that your personal information may be disclosed to credit reference, fraud prevention or financial crime agencies.

6. OWNERSHIP OF WALLET ADDRESS

6.1 You acknowledge and agree that we do not have, and cannot obtain, visibility into or control over the ownership, identity, or management of any digital wallet address (“**Wallet Address**”). This limitation arises from the inherent characteristics of blockchain technology. For the purposes of these Terms, a Wallet Address refers to a unique alphanumeric identifier designating the destination to which Cryptocurrency is transferred upon completion of a transaction.

6.2 You represent, warrant, and undertake that any Wallet Address you provide to us for the execution of a transaction ("**Nominated Wallet Address**") is owned and controlled solely and exclusively by you, and that you have full authority to receive Cryptocurrency at that address. You further acknowledge that we shall rely entirely on the information you provide and shall have no obligation to verify the ownership, accuracy, or validity of the Nominated Wallet Address.

6.3 You acknowledge and accept that once Cryptocurrency has been transferred to your Nominated Wallet Address, such transfer is final, irreversible, and cannot be amended, recalled, or reversed due to the immutable nature of blockchain transactions, except with the active cooperation and consent of the holder or controller of the Nominated Wallet Address.

6.4 Where your Nominated Wallet Address is maintained, hosted, or otherwise operated by a third-party service provider (including but not limited to an exchange, custodian, or wallet provider), you acknowledge and agree that such third party's terms of service, policies, and operational practices shall exclusively govern the custody, timing, and completion of the transfer. We shall not be liable for any delay, reversal, rejection, suspension, cancellation, or other failure to complete or credit the transfer arising from or attributable to such Third Party Services (as defined below).

6.5 You bear sole responsibility for the accuracy and validity of the Nominated Wallet Address you provide. Any error, omission, or inaccuracy in the information you supply may result in permanent loss of Cryptocurrency, for which we shall bear no responsibility or liability whatsoever.

6.6 You agree to indemnify, defend, and hold us harmless from and against any loss, claim, liability, cost, or expense (including reasonable legal fees) arising directly or indirectly from any incorrect, invalid, or unauthorised Wallet Address provided by you, or from any action taken in reliance upon your instructions in respect of such address.

7. NO LIABILITY FOR ERRORS

7.1 You acknowledge and agree that you are solely and entirely responsible for the accuracy, completeness, and correctness of all information and instructions you provide to us in connection with the Services, including, without limitation, details relating to Wallet Addresses, bank account information, transaction amounts, and order details.

7.2 We shall not be liable for any loss, damage, cost, or expense (whether direct, indirect, consequential, or otherwise) arising out of or in connection with any error, omission, inaccuracy, or misdirection in the information or instructions provided by you. You further acknowledge that any such error may result in permanent loss of Cryptocurrency or Fiat, for which we shall bear no responsibility or liability whatsoever.

7.3 You agree to indemnify, defend, and hold us harmless from and against any loss, liability, or claim arising from or relating to any error, omission, or inaccuracy in the information or instructions provided by you.

8. SAFETY AND SECURITY

8.1 You acknowledge and agree that we shall not be liable for any damages, losses, interruptions, or other adverse effects caused by computer viruses, malicious code, malware, ransomware, phishing, spoofing, or any other cyberattack or unauthorised access affecting your systems, devices, accounts, or data. You are solely responsible for implementing and maintaining adequate security measures, including the use of reputable and up-to-date antivirus, anti-malware, and security software.

8.2 You acknowledge that electronic communications, including websites, emails, SMS messages, and social media channels, may be vulnerable to spoofing, phishing, or unauthorised impersonation. You must exercise caution and verify the authenticity of any communication purporting to originate from us. We accept no responsibility or liability for any losses arising from your failure to verify the legitimacy of such communications.

8.3 You agree to take all reasonable precautions and implement all necessary safeguards to protect your Cryptocurrency, wallets, bank accounts, credentials, passwords, devices, and personal data from theft, loss, unauthorised access, or misuse.

8.4 YOU ACKNOWLEDGE THAT WE MAY AT ANY TIME AND IN OUR SOLE DISCRETION, REFUSE ANY ORDER SUBMITTED VIA THE SERVICES, IMPOSE LIMITS ON THE TRANSACTION AMOUNT PERMITTED VIA THE SERVICES OR IMPOSE ANY OTHER CONDITIONS OR RESTRICTIONS UPON YOUR USE OF THE SERVICES WITHOUT PRIOR NOTICE.

8.5 We shall not be liable for any loss, damage, cost, or inconvenience suffered by you as a result of any action taken by us pursuant to Clause 8.4.

9. PAYMENT METHODS

9.1 For bank/wire transfers, credit / debit cards and prepaid / virtual cards you agree and represent that:

(a) when you make a payment in connection with your order, you will use:

(i) a bank account;

(ii) an e-wallet;

(iii) credit / debit card; and

(iv) prepaid / virtual card,

belonging only to yourself (not that of a third party or legal entity) and that the name / owner of such account and/or card will match the name on the KYC Documents you provide to us; and

(b) you will not make any chargebacks, and/or deny or reverse any payments or deposits that you have made.

9.2 For card payments, you acknowledge that we shall not be liable for unauthorised use by any third party of credit/debit cards, irrespective of whether or not the credit/debit cards were reported stolen.

10. NO GUARANTEE OF PAYMENT METHODS

10.1 The availability of a method of payment depends on a number of factors including, for example, where you are located, or limitations imposed by third party payment processors and financial institutions.

11. CASH ADVANCE FEES FOR CREDIT CARD PAYMENTS

11.1 Please note that if you use a credit card to Purchase Cryptocurrency, your credit card provider may categorise the transaction as a cash advance. In such circumstances, cash advance fees and higher interest rates (for example, interest accruing as soon as the transaction is executed) may apply. Please switch to debit card payments or bank transfers to avoid unexpected fees.

12. PAYMENTS & TRANSFERS

12.1 You understand and accept the following terms pertaining to Fiat payment you make to us in connection with your Purchase order:

(a) Payment may, in our sole discretion, not be accepted by us if it is made:

(i) to a different beneficiary than specified in the payment instructions presented to you when you place your order; or

(ii) by a different person (i.e., a person that is not you and who did not create your Purchase order).

(b) In the event the payment received into our bank account, net of any applicable bank or administrative fees, is lower than the payment amount required to fulfil your Purchase order, we shall, in our sole discretion, either:

(i) automatically update and fulfil the Purchase order in accordance with the payment amount net of fees actually received and send a notification with the updated order; or

(ii) contact you to receive new instructions to amend or cancel your order.

(c) In the event the payment received into our bank account, net of any applicable bank or administrative fees, is higher than the payment amount required to fulfil your Purchase order, we shall, in our sole discretion, either:

(i) update your Purchase order according to the amount actually received, for amounts where the discrepancy is not more than one thousand Euros (EUR1,000) (or its equivalent in other currencies), and send a notification to you about the updated order; or

(ii) contact you to receive new instructions to amend or cancel your order.

13. SALE TRANSFERS

13.1 You understand and accept the following terms pertaining to Cryptocurrency transfers to us in connection with your Sale orders:

(a) A transfer may, in our sole discretion, not be accepted by us if it is made to a different company wallet address than specified in the transfer instructions presented to you when you place your order.

(b) In the event the transfer actually received into our wallet address, net of any applicable fees, is lower than the transfer amount required to fulfil your Sale order, we shall, in our sole discretion, either:

(i) automatically update and fulfil the Sale order in accordance with the transfer amount, net of fees, actually received, and send a notification with the updated order;

(ii) ask you to provide us with a newly generated, unused wallet address to which we will return the Cryptocurrency received; or

(iii) contact you to receive new instructions to amend or cancel your order.

(c) In the event the transfer received into our wallet address, net of any applicable fees, is higher than the transfer amount required to fulfil your Sale order, we shall, in our sole discretion, either:

(i) for any amount received that is higher by up to five percent (5%) than the transfer amount required to fulfil your Sale order, update your Sale order according to the amount actually received, and send you a notification about the updated order;

(ii) for any amount received that is higher by more than five percent (5%) than the transfer amount required to fulfil your Sale order, ask you to provide us with a newly generated, unused wallet address to which we will return the excess Cryptocurrency; or

(iii) contact you to receive new instructions to amend or cancel your order.

(d) In the event you transfer Cryptocurrency to a different company wallet address than specified in the transfer instructions presented to you when you place your order, we shall have no liability whatsoever, including without limitation, having no obligation to complete the Sale order, no obligation to replace the Cryptocurrency, and no obligation to assist in tracking or recovering such erroneous transfer.

14. PRICE

14.1 The price for Purchase and Sale of Cryptocurrency comprises an exchange rate that we set and our commission fee; additional fees may apply depending on the jurisdiction and transfer method (the "**Price**").

14.2 Please note that the initial price displayed on the Site for Purchase or Sale of Cryptocurrency is merely indicative.

14.3 The final price is the locked-in price which appears on the Site right before your order is executed (the "**Final Price**"). By clicking the 'Order' button you are executing your order (an "**Execution**") and authorising us to process the transaction at the Final Price.

14.4 Some payment methods are quicker than others, for example, credit card payments are normally instant. However, in the case of a bank transfer it may take up to twenty-four (24) hours (or longer if the transfer is initiated outside banking hours, for instance on the weekend and public holidays) before we receive the funds. To guarantee the Final Price, we must first receive proof of payment from your or our bank. Subject to receiving such proof, we retain the absolute discretion not to execute an Order at the Final Price. Until then, any order by you shall be considered as pending and incomplete.

15. EXECUTION

15.1 Any order submitted by you shall be deemed pending and shall not be considered accepted, processed, or completed until it has been duly executed by us ("**Execution**"). Prior to Execution, we shall have no obligation to fulfil, honour, or process such order.

15.2 Upon Execution, the order shall become final, binding, and irrevocable. We shall thereafter process the order strictly in accordance with the instructions received from you, subject at all times to the satisfactory completion of all CDD and know-your-customer ("**KYC**") procedures as required under applicable laws and our internal compliance policies.

15.3 Notwithstanding anything to the contrary in these Terms, we reserve the absolute right, at our sole discretion and without any obligation to provide reasons, to refuse, suspend, delay, or decline to execute any order or transaction submitted by you. We shall not be liable for any loss, damage, or cost arising from or in connection with the exercise of such discretion.

15.4 In certain cases, we may contact you to request additional information, documentation, or verification (including further KYC or CDD documents) in an effort to avoid declining a transaction or order. However, we make no representation or warranty that a transaction will be executed as a result of such request. If you fail to respond promptly to such request, we reserve the right to re-quote or revise the Final Price to reflect prevailing market conditions at the time your response is received.

15.5 You acknowledge and agree that Cryptocurrency prices are inherently volatile and subject to rapid and unpredictable fluctuations, which may result in substantial increases or decreases in value, whether to your benefit or detriment. We shall have no responsibility or liability for any such market volatility or resulting change in the value of your transaction.

15.6 NOTWITHSTANDING, YOU AGREE AND ACKNOWLEDGE THAT ONCE WE HAVE PURCHASED CRYPTOCURRENCY ON YOUR BEHALF, AND IN THE CASE OF BANK TRANSFER PURCHASES OF CRYPTOCURRENCY SUBJECT TO OBTAINING PROOF OF PAYMENT, YOUR ORDER IS FINAL AND BINDING AND NO REFUND, REVERSAL OR CANCELLATION IS PERMITTED.

15.7 YOU REPRESENT, WARRANT AND AGREE THAT YOU SHALL VERIFY ALL TRANSACTION INFORMATION PRIOR TO SUBMITTING ANY ORDER TO US. WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR VERIFYING, CORRECTING, OR ENSURING THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY YOU, AND ANY ERROR OR OMISSION IN YOUR INSTRUCTIONS SHALL BE SOLELY AT YOUR OWN RISK.

16. DELIVERY

16.1 After Execution and as soon as reasonably practicable:

(a) where you Purchase Cryptocurrency, we shall deliver the Cryptocurrency to the wallet address you provided during the placement of your Purchase order. While we will attempt to transfer the Cryptocurrency without undue delay, please note that the transfer may take some time to be processed and if your wallet is hosted on a third-party institution, we have no control over the processing times of such third-party institution;

(b) where you Sale Cryptocurrency, we shall deliver the relevant Fiat using the payment details you provided during the placement of your Sale order; and

(c) We shall also provide you, either on the Site or via email, with a transaction confirmation, detailing the Final Price and other particulars of the transaction (Tax Invoice).

17. CANCELLATIONS

17.1 You acknowledge and agree that any order or transaction once marked as executed or completed cannot be cancelled, changed or reversed.

17.2 We may, at any time, cancel or deny processing any order, with immediate effect, for any reason, including but not limited to where we are required to do so by law; where we reasonably believe that we need to do so in order to protect our reputation; and where we reasonably suspect the order or transaction involves illegal activity including money laundering, terrorist financing, fraud or any crime (financial or otherwise).

18. UNSUCCESSFUL PAYMENTS

18.1 You acknowledge and agree that if your payment method is declined, whether due to insufficient funds or deemed unsuccessful for any other reason, we may:

(a) cancel the transaction;

(b) fulfill only a portion of the transaction; or

(c) debit alternative payment methods provided by you, in the amount necessary to complete a pending transaction.

18.2 If any fees applied on failed payment attempts in the course of executing your Sale order, and such failure is reasonably attributed to an error by you, such fees shall be deducted from either:

(a) the amount of Fiat that is transferred to you if the order is subsequently executed; or

(b) the amount of Cryptocurrency that is returned to you if the order is declined and the Cryptocurrency is returned.

19. REFUND POLICY

19.1 You acknowledge and agree that, due to the inherent and irreversible nature of Cryptocurrency transactions, once an order has been executed or completed, it cannot be reversed, cancelled, or refunded under any circumstances. Accordingly, we are unable to provide any refund or reversal in respect of executed transactions, including, without limitation, in the following instances:

(a) where we have purchased Cryptocurrency on your behalf, and in the case of bank transfer purchases of Cryptocurrency regardless of receipt of proof of payment; or

(b) where we have delivered Cryptocurrency to your Nominated Wallet Address.

19.2 We reserve the right, at our sole discretion and without obligation, to consider refund requests only in exceptional circumstances, such as where a transaction has not been executed due to a verifiable technical or operational failure on our part. Any such refund, if approved, shall be made in Fiat currency and may be subject to administrative fees and verification procedures.

20. REFUND RIGHTS

20.1 Without prejudice to Clause 19 above, you may be entitled to a refund solely in the event that an unauthorised or incorrect transaction occurs directly as a result of our proven error or fault, provided that all of the following conditions are met:

(a) you notify us in writing of the unauthorised or incorrect transaction within seventy-two (72) hours of its occurrence or discovery;

(b) you have not acted fraudulently, dishonestly, or negligently, and have complied fully with these Terms; and

(c) the unauthorised or incorrect transaction did not arise from, or was not contributed to by, any act, omission, or error on your part, or on the part of any third party under your control.

20.2 Upon receipt of a valid refund claim under Clause 20.1, we may, in our sole discretion, investigate the matter and, where appropriate, credit the refunded amount to your designated bank account or other payment method.

20.3 We shall not be liable for any loss of opportunity, fluctuation in Cryptocurrency prices, or other consequential damages arising from or in connection with any refund or failure to refund.

20.4 Our determination as to whether a refund is warranted under this Clause 20 shall be final and binding.

21. Chargebacks and Reversals

21.1 You acknowledge and agree that Cryptocurrency transactions are final and irreversible once executed. Accordingly, you shall not initiate, request, or pursue any chargeback, reversal, cancellation, or recall with your bank, credit card issuer, or payment service provider in respect of any transaction executed through the Services.

21.2 In the event that you initiate or cause a chargeback or reversal contrary to these Terms, you agree that we may, at our sole discretion and without prejudice to any other rights or remedies available to us:

(a) suspend or terminate your access to the Services;

(b) recover any Cryptocurrency or Fiat that has been transferred to you or on your behalf;

(c) set off any amounts owed to us against any funds or assets held on your behalf; and

(d) recover from you all losses, fees, costs, and expenses (including reasonable legal and administrative fees) incurred by us as a result of the chargeback or reversal.

21.3 You acknowledge and agree that any chargeback or reversal initiated in violation of this Clause 21 shall constitute a material breach of these Terms.

21.4 In the event of any dispute regarding a chargeback, our records and transaction logs shall be deemed conclusive evidence of the validity and authorisation of the relevant transaction, unless proven otherwise by clear and compelling evidence.

22. AMENDMENTS TO THE AGREEMENT

22.1 We may amend, modify, update and change any of the terms and conditions contained in the Terms from time to time. We will notify you of any amendment, modification, update and change by publishing a new version of the Terms here, or by email. Any new version of the Terms will take effect immediately upon publication on the Site, and your use of the Site and/or the Services after this period will be deemed to constitute your acceptance of the new version of the Terms.

23. TERMINATION OF THE AGREEMENT

23.1 We may, at any time and in our sole discretion, terminate or suspend the Terms or any access to the Service, with immediate effect and without prior notice, for any reason, including but not limited to where:

(a) we are required to do so by law, regulation, competent court order, or other competent authority;

(b) we reasonably believe that we need to do so in order to protect our reputation;

(c) we consider you to be in breach of the provisions contained in the Terms, or applicable law or regulation or in conflict with our compliance policies;

(d) we reasonably suspect illegal activity including money laundering, terrorist financing, fraud or any crime (financial or otherwise);

(e) any of our third-party service providers deny providing you the Services;

(f) a force majeure event, including any operational and technical error occurs; and

(g) upon our request, you have failed to provide us with information, or the information provided does not meet our requirements.

23.2 Where termination of the Terms is for reasons listed in (a), (c) or (d), we reserve the right to:

(a) cancel any outstanding or pending Purchase and/or Sale orders; and

(b) as applicable, withhold any Fiat which you have paid to us for the purchase of Cryptocurrency, or withhold any Cryptocurrency that you have transferred to us for the Sale of Cryptocurrency, provided, in each case, that we shall not be required to transfer Fiat or Cryptocurrency to you.

23.3 Upon termination for any reason:

(a) all rights and licences granted to you under these Terms shall immediately cease;

(b) all outstanding obligations owed by you to us shall become immediately due and payable; and

(c) we shall have no further obligation to you in respect of the Services, except as expressly required by law.

23.4 Termination of these Terms shall be without prejudice to any rights, remedies, or obligations that have accrued prior to the effective date of termination.

23.5 We shall not be liable for any loss, damage, cost, or inconvenience suffered by you as a result of any termination or suspension of the Services in accordance with this Clause 23.

24. RETENTION OF INFORMATION

24.1 Following the termination of the Terms, we may retain your personal information for as long as we have a business or tax need or as required under applicable laws; provided however, in cases where such a need or legal requirement does not exist, we shall erase and discard your data upon your written request, subject to the requirements of applicable data protection legislation.

25. ACCESS & AVAILABILITY

25.1 Although we strive to provide you with a high standard of service, we cannot guarantee that the Site and Services will be available without interruption, secure, error-free or free from any digital attack. Further, access to the Site and Services may become degraded or unavailable, especially during times of significant volatility or volume, and this could result in the inability to Purchase and Sell for periods of time.

26. SITE ACCURACY & CHANGES

26.1 Although we strive to provide you with accurate and timely information on the Site, the content may not always be correct, complete or current and may include technical inaccuracies or typographical errors. As such, you should verify all content and information contained on the Site before relying on it. In an effort to provide you with as complete and as precise information as possible – information may be changed or updated from time to time, without notice to you.

27. PERSONAL INFORMATION

27.1 We collect, process, transfer and store your personal information in accordance with our Privacy Policy. Accordingly, you represent and warrant that:

(a) your disclosure to us of any personal information was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate and complete when disclosed; and

(b) before providing personal information to us, you acknowledge that you have read and understood our Privacy Policy.

27.2 Please note that we understand how important your privacy is and we are committed to protecting the security and confidentiality of the personal information you entrust to us.

28. THIRD PARTY SERVICES

28.1 The Services may be provided through certain third-party partner exchanges and/or third-party service providers ("**Third Party Services**"). Third Party Services are independent from the Services, and have their own separate terms of use, privacy policy and related agreements, and we encourage you to read them.

28.2 Additionally, we may sub-contract parts of our Services or our obligations hereunder to independent third-party providers without notice to you.

28.3 You acknowledge and agree that we may use, share and transfer your personal information to the third-party providers of the Third Party Services for the purpose of providing you with the Services or the improvement thereof, as well as to comply with AML and CTF regulations, procedures and guidelines.

28.4 You hereby irrevocably appoint and authorise us to act as your agent and to exercise on your behalf all of your rights and powers with the third-party providers of the Third Party Services.

29. DISCLAIMER OF WARRANTIES

29.1 THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WE SPECIFICALLY DISCLAIM AND YOU WAIVE, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

30. LIMITATION OF LIABILITY

30.1 EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL WE (OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, RELATED ENTITIES AND THIRD-PARTY SERVICES) BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, TORT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANY KIND WHATSOVER, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITE AND/OR SERVICES.

30.2 WITHOUT DEROGATING FROM ANY OTHER PROVISIONS IN THE AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OUR (OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, RELATED ENTITIES AND THIRD PARTY SERVICES) TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITE AND/OR SERVICES EXCEED THE TOTAL AMOUNT OF FEES PAID BY YOU FOR THE PARTICULAR SERVICE AND THE SPECIFIC OCCURRENCE THAT IS THE SUBJECT OF THE CLAIM OR CAUSE OF ACTION.

30.3 You acknowledge and agree that no claim or cause of action may be brought by you for breach of the Terms more than one (1) year after the occurrence of such claim or cause of action.

30.4 You further acknowledge and agree that the limitation of liability is an essential and agreed allocation of risk constituting, in part, the consideration for the Service to you.

31. INDEMNITY

31.1 You agree to protect, defend, indemnify and hold us (and any of our officers, directors, employees, agents, related entities and Third Party Services) harmless from any claims, demands, costs, expenses, losses, liabilities and damages arising from any breach by you of the terms and conditions of the Terms, including any fraudulent, negligent or reckless act, omission or your misuse of the Site and/or Services.

32. INTELLECTUAL PROPERTY RIGHTS

32.1 The trademarks, trade names, service marks and logos and others used on the Site belong to us and its respective owners (third party exchange partners and service providers). The software, applications, text, images, graphics, data, prices, trades, charts, graphs, video and audio materials used on this Site belong to us and cannot not be copied, reproduced, modified, republished, uploaded, posted, transmitted, scraped, collected or distributed in any form or by any means, no matter manual or automated, without our prior written consent. The use of any content from the Site on any other site or a networked computer environment for any purpose is strictly prohibited.

33. ELECTRONIC DELIVERY OF COMMUNICATIONS

33.1 You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (Communications) that we provide in connection with your use of the Services. We will provide these Communications to you by posting them on our website, emailing them to you at the email address you provided, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

34. WITHDRAWAL OF YOUR CONSENT

34.1 You may withdraw your consent to receive Communications electronically by following the unsubscribe instructions in the email/SMS or contacting us via this form and requesting to opt out.

34.2 Please note that even if you unsubscribe from our marketing mailing list, we may continue to send you service-related updates and notifications or respond to your enquiries or complaints, and similar communications.

35. FEEDBACK, COMPLAINTS, DISPUTES

35.1 We are committed to providing a high standard of service. If you have any feedback, questions, or are dissatisfied with the service you have received and wish to submit a complaint, please do so via this form. Please provide us with the following details in order for us to be able to process your complaint expeditiously:

(a) your name, email address, and any other information that we may need to identify you;

(b) a clear description of your complaint;

(c) details of what you would like us to do to resolve your complaint; and

(d) any other relevant information and correspondence.

35.2 In the event of a dispute arising and relating to the Terms, the parties shall first try to resolve it by contacting the other party directly in an attempt to reach an amicable resolution.

36. GOVERNING LAW AND JURISDICTION

36.1 Any disputes and claims that cannot be resolved amicably will be submitted to the exclusive jurisdiction of the courts located in the jurisdiction of the incorporation of your Contracting Entity and shall be governed by and construed in accordance with its laws.

37. TAXES

37.1 It is your responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the applicable tax authorities.

38. ASSIGNMENT

38.1 We may assign our rights and obligation, either in whole or in part, under the Terms. Your rights and obligations are personal to you, and therefore non-assignable.

39. ENTIRE AGREEMENT

39.1 These Terms, together with the Terms of Service, constitute the entire agreement in relation to your use of the Services.

40. SEVERABILITY

40.1 If any provision of the Terms shall be deemed invalid, void, or for any reason unenforceable, then that provision shall be severable and will not affect the validity and enforceability of any remaining provisions.

41. CHANGE OF CONTROL

41.1 In the event that we are acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information that we have collected from you, including any personal information, as part of such merger, acquisition, sale, or other change of control.

42. FORCE MAJEURE

42.1 We shall not be liable for delays, failure in performance or interruption of service which results directly or indirectly from any cause or condition beyond our reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

43. ENFORCEMENT OF OUR RIGHTS

43.1 We may not always strictly enforce our rights under the Terms. If we choose not to enforce our rights at any time, this is a temporary measure and we may enforce our rights strictly again at any time.

44. SURVIVAL

44.1 All provisions contained in the Terms, which by their nature extend beyond the expiration or termination of the Terms, will continue to be binding and operate after the termination or expiration of the Terms.

45. LANGUAGE

45.1 The Terms and any information or notifications that you or we are to provide should be in English. Any translation of the Terms or other documents is provided for your convenience only and may not accurately represent the information in the original English version. In the event of any inconsistency, the English language version shall prevail.

46. INTERPRETATION

46.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Terms, except where the context makes it clear that a rule is not intended to apply.

(a) References to:

(i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this Terms or to any other document or agreement includes a permitted substitute or a permitted assign of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(v) anything (including a right, obligation or concept) includes each part of it.

(b) Words importing the singular include the plural, and vice versa.

(c) Words importing one gender include all other genders.

(d) Where a word or expression is defined, any other grammatical form or part of speech of that word or expression shall have a corresponding meaning.

(e) The words “includes,” “including,” and similar expressions are to be construed without limitation and do not restrict the meaning of any preceding words.

(f) References to an “agreement” include any undertaking, arrangement, or other binding understanding, whether or not in writing.

(g) A reference to these “Terms” or “Terms of Use” includes any schedules, annexes, appendices, and other documents incorporated by reference.