

Addendum to Terms of Service – French Users

1. Introduction

1.1. This addendum (“**Addendum**”) sets out the terms and conditions that apply to Users of the Platform who are identified as residents or nationals of France, or have a relevant connection to France (collectively, the “**French Users**”), in addition to the Terms of Service found at <https://www.bybit.com/app/terms-service/information> (the “**Terms of Service**”), to the extent that the Terms of Service is modified, amended, and/or supplemented by this Addendum.

1.2. If you are a French User, this Addendum together with the Terms of Service (collectively, the “**Terms**”) constitute a legally binding agreement between you (“**you**”, “**your**” or “**User**”) and Bybit Technology Limited (“**Bybit**”, the “**Company**”, “**we**”, “**us**” or “**our**”).

1.3. To the extent of any inconsistency between this Addendum and our Terms of Service, the terms of this Addendum shall prevail.

1.4. Save as defined below, all terms and references used in this Addendum shall have the meaning given to them in our Terms of Service.

2. Withdrawal of Assets during Specified Period

2.1. To fulfill the French regulatory standards and in compliance with the request from the French Financial Markets Authority, *Autorité des Marchés Financiers* (“**AMF**”) to discontinue our services to French Users, the remaining assets in the French Users’ Accounts will be transferred to an [AMF-regulated crypto asset service provider in France, Coinhouse SAS](#) (“**Coinhouse**”).

2.2. Prior to the transfer of your assets to Coinhouse (“**Asset Transfer**”), you will be given a specified period (“**Specified Period**”) during which you are able to withdraw the remaining assets from your Account.

2.3. Upon expiry of the Specified Period:

- a. where the balance in your Account is equal to or less than 10 USDC (i.e. the total value of the Digital Assets and/or fiat currencies in your Account is less than 10 USDC), all remaining balances in your Account will be forfeited as termination fee upon the termination of your Account; or
- b. where the balance in your Account is above 10 USDC (i.e. the total value of the Digital Assets and/or fiat currencies in your Account is more than 10 USDC), no fee will be charged prior to the Asset Transfer, and the remaining assets in your Account will be transferred to Coinhouse pursuant to the Asset Transfer, after which the Custody Fee (as defined in Section 3.3 below) will apply.

2.4. By not withdrawing the remaining assets from your Account(s) within the Specified Period, the following measures will be implemented as part of the wind-down plan:

- a. Your Account will be terminated and you will be charged a termination fee in the event the balance in your Account is equal to or less than 10 USDC;
- b. Your assets will be transferred to Coinhouse's custody under the Asset Transfer in the event the balance in your Account is more than 10 USDC; and
- c. Coinhouse will have custody of your assets after the Asset Transfer and the applicable Custody Fee will be deducted from your asset balance held with Coinhouse in the manner as set out in Section 3.3 below.

3. Asset Transfer

3.1. Upon the expiry of the Specified Period, if the balance in your Account(s) is above 10 USDC, the remaining assets in your Account(s) will be transferred to Coinhouse in order for us to fulfil the French regulatory standards and comply with the request from the AMF.

3.2. For the purpose of the Asset Transfer, you acknowledge that we have to convert the remaining assets (both fiat currencies and Digital Assets) in your Account(s) into USDC prior to the Asset Transfer.

3.3. **Custody Fee.** Upon the Asset Transfer, your remaining assets will be under the custody of Coinhouse. A monthly variable fee ("**Custody Fee**") will be charged on the assets under Coinhouse's custody for as long as your assets has not been requested and/or withdrawn. You acknowledge that this Custody Fee shall be borne by you.

- a. The applicable Custody Fee will be the higher of:
 - i. 0.16% of the value of each type of Digital Assets in your asset balance with Coinhouse. For example, if you hold 1000 USDC in your asset balance with Coinhouse, the applicable Custody Fee would be 1.6 USDC for the first month; or
 - ii. (in the event of very small balances) a minimum Custody Fee of 1 USDC for each type of Digital Assets in your asset balance with Coinhouse. For example, if you hold 10 USDC in your asset balance with Coinhouse, the applicable Custody Fee would be 1 USDC (instead of 0.016 USDC (which would be less than the minimum Custody Fee of 1 USDC) calculated with 0.16% of 10 USDC).
- b. The Custody Fee is charged on a monthly basis and will be deducted from your asset balance immediately after the Asset Transfer (for the Custody Fee of the first month) and subsequently at the start of each month. Please note that any deducted Custody Fee will not be refundable.
- c. The Custody Fee will be charged on your asset balance with Coinhouse until you have opened an account with Coinhouse (“**Coinhouse Account**”) and your asset balance has been transferred into your individual Coinhouse Account (in accordance with Section 5 below), after which Coinhouse’s fees for its standard clients (as governed by Coinhouse’s terms and conditions (“**Coinhouse T&Cs**”)) will apply.
- d. If you already have an account with Coinhouse (“**Existing Coinhouse Account**”), upon reconciliation and successful verification of your identity as Bybit’s User, Coinhouse will transfer your asset balance into your Existing Coinhouse Account (as described in Section 5.4 below), and the Custody Fee would not be applicable to your asset balance. Instead, Coinhouse’s fees that apply to its standard clients (as governed by Coinhouse T&Cs) will apply on the asset balance in your Existing Coinhouse Account.
- e. You hereby acknowledge that the Custody Fee will be deducted from the balance of your assets immediately after the Asset Transfer (for the Custody Fee of the first month) and subsequently at the start of each month until you have opened a Coinhouse Account and your asset balance is transferred to your individual Coinhouse Account in accordance with Section 5 below.

3.4. In relation to the Custody Fee, you acknowledge that:

- a. you have been duly notified of the imposition of the Custody Fee after the Asset Transfer;
- b. you have been provided with the option to withdraw the remaining assets in your Account(s) during the Specified Period should you choose not to bear the Custody Fee;
- c. if you fail to withdraw the remaining assets in your Account(s) during the Specified Period, your inaction shall be deemed an implicit acceptance of the Custody Fees and the terms related thereto (as described in Section 3.3 above);
- d. we assume no responsibility or liability in connection with the Custody Fee, and you are solely responsible for the Custody Fee; and
- e. you waive and release us from any and all claims, liabilities, causes of action, responsibilities, damages, costs, expenses, penalties, charges, or losses arising from or in any way related to the Custody Fees and the terms related thereto.

4. Data Transfer

4.1. Prior to the Asset Transfer, we will share the data of French Users with Coinhouse to facilitate the reconciliation of the French Users' information with the information provided by the French Users upon opening of their Coinhouse Accounts (as described in Section 5 below) or the existing information held by Coinhouse (for French Users with Existing Coinhouse Accounts).

4.2. The following data concerning the French Users will be shared with and transferred to Coinhouse:

- a. Users' personal data: General personal data, government identification information, contact information;
- b. Account information; and
- c. Transaction Information

(collectively, the "**Shared Data**").

4.3. The transfer of the Shared Data to Coinhouse is on the ground of legitimate interests for the purpose of the Asset Transfer and purposes ancillary to the Asset Transfer, including our compliance with the French regulatory standards and request from the AMF. In this regard, please be advised on the following:

- a. Coinhouse will process the Shared Data for the following purposes only:

- i. to identify a French User concerned under the Asset Transfer; and
 - ii. to process the transfer of the French Users' asset balance with Coinhouse into the individual Coinhouse Accounts or Existing Coinhouse Accounts of the French Users; and
- b. the Shared Data will be processed according to Coinhouse's privacy policy which can be accessed [here](#).

5. Withdrawal of Assets from Coinhouse

5.1. After the Asset Transfer, when you log into your Account on the Platform or Site to request withdrawal of your assets, you will be redirected to the website of Coinhouse ("**Coinhouse Site**") to open a Coinhouse Account and to complete Coinhouse's onboarding process, including the know-your-customer ("**KYC**") verifications.

5.2. You will remain subject to our Terms until you accept Coinhouse T&Cs upon the opening of a Coinhouse Account and after your asset balance is transferred to your individual Coinhouse Account.

5.3. Once you have opened a Coinhouse Account, successfully completed the KYC validation, and have been formally identified by Coinhouse as Bybit's Users (based on a reconciliation of your identity with the Shared Data), Coinhouse will transfer the corresponding amount of the asset balance you hold with Coinhouse into the individual Coinhouse Account opened in your name. Thereafter, you will be able to withdraw or otherwise deal with the assets in your Coinhouse Account, in accordance with Coinhouse T&Cs.

- a. Please note that the amount of assets transferred and deposited into your individual Coinhouse Account will be the amount after the deduction of the applicable Custody Fees (as described in Section 3.3 above).
- b. Upon the transfer of your asset balance into your individual Coinhouse Account, Coinhouse's fees for its standard clients (as governed by Coinhouse T&Cs) will apply.

5.4. French Users with Existing Coinhouse Account.

- a. If you have an Existing Coinhouse Account, Coinhouse will perform reconciliation based on the Shared Data and contact you for identity verification.

- b. Upon successful verification of your identity as Bybit's User, Coinhouse will proceed to transfer your asset balance into your Existing Coinhouse Account as described in Section 5.3 above.
- c. Once your asset balance has been transferred into your Existing Coinhouse Account, Coinhouse's fees for its standard clients (as governed by Coinhouse T&Cs) will apply to the asset balance in your Existing Coinhouse Account.
- d. If you have an Existing Coinhouse Account but the asset balance in your Account with Bybit is not transferred into your Existing Coinhouse Account, please contact the customer support team on Coinhouse Site via [this form](#) for reconciliation with your Existing Coinhouse Account.

6. Deposit made after Termination of Service

6.1. In the event that you make a deposit of Digital Assets into a Bybit deposit address after your Account has been terminated (whether via previously saved payment information or otherwise), any such deposit of the Digital Assets will be returned to the wallet address from which the deposit originated, subject to the following:

- a. **Gas Fee Deduction:** We reserve the right to deduct any applicable network gas fees required to return deposits of Digital Assets to you. The gas fees will be deducted from the total amount of Digital Assets returned to you. For example, if a French user, whose account has been terminated, deposits 5 ETH into a Bybit deposit address, and the gas fee applicable to the transaction to return the deposit back to the French User is 0.1 ETH, we will deduct 0.1 ETH as the gas fee and return 4.9 ETH to the French User.
- b. **Insufficient Deposit to Cover Gas Fees:** If the applicable network gas fees equal or exceed the amount of the Digital Assets deposited, we will not return any of the deposited Digital Assets to you. The deposited Digital Assets will be forfeited, and you will not receive any refund or return of the Digital Assets. For example, if a French user, whose account has been terminated, deposits 0.1 ETH into a Bybit deposit address, and the gas fee applicable to the transaction to return the deposit back to the French User is 0.1 ETH or greater (e.g., 0.2 ETH), the entire deposit of 0.1 ETH will be forfeited, and no Digital Assets will be returned to the French User.

6.2. You acknowledge and agree that:

- a. it is your sole responsibility to ensure that you do not deposit any Digital Assets into a Bybit deposit address after your Account has been terminated. We shall not be liable for any Digital Assets forfeited under Section 6.1(b) above where you make a deposit of Digital Assets into a Bybit deposit address after your Account had been terminated. You acknowledge and agree that we are under no obligation to refund or return any forfeited Digital Assets in such scenarios.
- b. in the event that you make a deposit of Digital Assets into a Bybit deposit address after your Account has been terminated, we will return the Digital Assets to the wallet address from which the deposit originated, and we shall not be liable for any losses or damages if such wallet address does not belong to you or is otherwise not under your control.