

BYBIT LIMITED

(the **Company**)

TERMS OF USE

INDEX

1. Definitions.....	2
2. Posting, Application and Amendment.....	4
3. Digital Platform Terms	5
4. Network Device and Carrier Requirements	5
5. Eligibility and Registration	6
6. Intellectual Property	7
7. Account and Custody	8
8. Digital Asset Trading.....	9
9. Matters concerning Use of Services	11
10. Fees	12
11. User Access Obligations	13
12. Prohibited Uses.....	15
13. Security	16
14. Authorized Individuals	17
15. Provision of Material and Information	18
16. Service and Other Notifications.....	19
17. Personal Data	20
18. Market Makers	21
19. Company's General Obligations	22
20. Disclaimer and Risks of Use of Platform.....	22
21. Release	25
22. Indemnification and Limitation of Liability	25
23. Suspension or Termination in Whole or in Part	27
24. Records Conclusive	29
25. General	29
26. Governing Law and Dispute Resolution	30
27. Complaints and Communication	30
28. Regulatory Status Disclosure	31
Privacy Policy	32
Risk Disclosure Statement.....	40

These Terms of Use (the “**Terms**” or this “**Agreement**”) govern the use of the digital asset trading facility, including any website or mobile application (the “**App**”, together with the website, the “**Site**”) for accessing the platform, and any services provided through the platform (collectively, the “**Platform**”) provided by Bybit Limited trading as Bybit Kazakhstan (the “**Company**”, “**we**”, “**us**” or “**our**”). The Terms form a binding agreement between the Company and you, as a user (“**you**”, “**your**” or “**User**”) for your usage of the App and Platform. By registering for and downloading the App and using the Platform, you confirm your acceptance of this Agreement and our associated Privacy Policy. If you do not agree to these Terms, you must immediately uninstall the App and cease using the App and the Platform. You should be aware and accept that the risk of loss in trading or holding Digital Assets can be substantial and should therefore carefully consider whether trading or holding Digital Assets is suitable for you in light of your financial condition and personal circumstances.

Disclaimer: No material or any other information which may be made available on the Site or Platform shall constitute or be construed as a recommendation, endorsement, offer, invitation or solicitation to enter into any transaction with or purchase any product, or otherwise deal with Digital Assets. You further understand that none of the information providers, are advising you personally concerning the nature, potential, value or suitability of any particular Digital Asset, portfolio of Digital Assets, transaction, investment strategy or other matter, and any information provided is not tailored to the investment needs of any specific person. You understand that an investment in any Digital Asset is subject to a number of risks, and that discussions of any Digital Asset published on the Site or Platform may not contain a list or description of relevant risk factors. Please note that markets change continuously, so any information, content, Third-Party Content (as defined below) or other material provided on or through the Site or Platform may not be complete or current, or may be superseded by more current information. You rely on such information at your own risk.

No Professional or Investment Advice. Our Site and Platform are not intended to provide tax, legal, insurance or investment advice, and nothing on the Site or Platform should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any Digital Asset by the Company. You alone are solely responsible for determining whether any investment, Digital Asset or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation.

You should consult an attorney or tax professional regarding your specific legal or tax situation.

1. Definitions

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

- (a) “**Account**” means the account established by a User that has downloaded the App or accessed the Site and registered with the Company to use the Site and the Platform.
- (b) “**AIFC**” means the Astana International Financial Centre.
- (c) “**App**” means the mobile application provided by the Company to access the Platform.
- (d) “**Applicable Law**” means the laws, regulations and rules of AIFC.
- (e) “**Authorized Individual**” means any person that is authorized to access and use the Site (including the App) and Platform on behalf of a User.
- (f) “**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.
- (g) “**Business Day**” means a day (other than a Saturday or a Sunday) on which banks in AIFC are authorised to open for normal banking business, provided that where, as a result of any natural disaster or similar event, the period during which banks in AIFC are open on any day are reduced, such day shall not be a Business Day.
- (h) “**Digital Asset**” means a digital representation of value that (1) can be digitally traded and functions as (a) a medium of exchange; or (b) a unit of account; or (c) a store of value; (2) can be exchanged back-and-forth for Fiat Currency, but is neither issued nor guaranteed by the government of any jurisdiction, and (3) fulfils the above functions only by agreement within the community of users of the Digital Asset; and accordingly (4) is to be distinguished from Fiat Currency and E-money.

- (i) “**Digital Platforms**” means 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.
- (j) “**E-money**” means a digital representation of Fiat Currency used to electronically transfer value denominated in Fiat Currency.
- (k) “**Fiat Currency**” means currency which is issued by or on behalf of the government in its country (or countries) of issuance, and which is designated as legal tender in that or those countries through government decree, regulation or law.
- (l) “**Governmental Authority**” means any nation or government or any province or state or any other political subdivision thereof, or any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.
- (m) “**Material**” means any offering material, term sheet, market data, research report, product or service documentation or any other information provided through the Platform.
- (n) “**Personal Data**” refers to information supplied by a User from which the identity of such User may be directly or indirectly ascertained.
- (o) “**Privacy Policy**” means the additional terms and conditions governing the collection, use and disclosure of each User’s Personal Data, as set out hereunder. Each User must read and agree to the Privacy Policy in order to use the App or the Site
- (p) “**Service Notifications**” are one-way notifications from the Company (which may include security-related notifications) via text message or emails and, where applicable, push notifications through the Site. These notifications are sent to the User in respect of certain information or events relating to an account to which an User has access through the Platform.
- (q) “**Undertaking**” means (a) any body corporate, including a limited liability partnership and a body corporate constituted under the law of a country or territory outside the AIFC; or (b) any partnership, including a partnership

constituted under the law of a jurisdiction other than the AIFC, but not including a limited liability partnership; or (c) an unincorporated association carrying on a trade or business, with or without a view to profit.

- (r) “**User**” means any person that has registered with the Company to use the Site and access the Platform and any Authorized Individual acting on their behalf.
- (s) “**User Identification Policy**” means the know-your-client policy and procedures adopted by the Company from time to time regarding the User’s access to the Platform.
- (t) “**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.

2. Posting, Application and Amendment

- 2.1 The Company should post these Terms of Use, the Privacy Policy and any other documents governing the terms and conditions for the use of the Platform, on the initial landing page used to access the Platform, in order to allow the Terms of Use, Privacy Policy to be available and easily accessible to Users, via the Site.
- 2.2 We reserve the right at any time to, subject to Applicable Law:
 - (a) modify, update or change the terms and conditions of this Agreement or our Privacy Policy;
 - (b) modify, update, or change the Site and Platform, including eliminating or discontinuing any content or feature of the Site or Platform; or
 - (c) modify, update, or change the fees, charges or other conditions for use of the Platform or parts thereof (all of the foregoing referred to as “**Changes**”).
- 2.3 We shall notify the Users of any Changes by posting a general notification through the Platform on the Site or following such other method as reasonably determined by the Company. In posting the notification, we shall state the applicable date and the Changes shall take effect within such reasonable timeline following the posting of such notification. However, where the Changes, as in the reasonable opinion of the Company, cause material impact to Users or substantially affect the Platform or no applicable date is stated; then such Changes shall take effect 30 Business Days following the posting of such notification (“**Effective Date of Change**”). The revised

Terms of Use, Privacy Policy (with the revised “**Last Updated**” date at the top of the applicable document) will be posted on/through the Platform.

- 2.4 If a User does not agree to any proposed Changes, the User may express his/her/its objection before the Effective Date of Change and terminate the use of the Platform. Users who do not raise any opposition to any proposed Changes shall be deemed to have agreed to such Changes. In the event that a User does not agree to any proposed Changes, the Company reserves the right to suspend or terminate the use of the Platform (even if the User does not exercise his/her/its right to terminate the use of the Platform), and in such event, the User must stop using the Platform.
- 2.5 The continued access or use of the Platform by the User on or after the Effective Date of Change constitutes User's agreement to be legally bound by the Changes.

3. Digital Platform Terms

- 3.1 The App may be available for download from one or more Digital Platforms. Your download, installation, access to or use of the App is also bound by the terms and conditions and privacy policies of the applicable Digital Platform (the “Digital Platform Terms”). If there is any conflict between these Terms and the Digital Platform Terms, then these Terms will prevail.
- 3.2 The App is independent of and is not associated, affiliated, sponsored, endorsed or in any way linked to any Digital Platform. You and we acknowledge that this Agreement is entered into between you and us only, and not with any Digital Platform, and we, not the Digital Platform, are solely responsible for the App and the content thereof to the extent specified in this Agreement.
- 3.3 You and we acknowledge and agree that the relevant Digital Platform, and that Digital Platform's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, that Digital Platform will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

4. Network Device and Carrier Requirements

- 4.1 You acknowledge that your agreement with your mobile and Internet network provider (the “Network Provider”) will apply to your use of the Site. You acknowledge that you may be charged by your Network Provider for data services while using certain features of the Site or any other third-party charges as may arise and you accept sole

responsibility for such charges. If you are not the bill payer for the mobile/Internet device being used to access the Site, you will be assumed to have received permission from the bill payer for using the Site. You must also ensure that your use of the Site is not in violation of your mobile or Internet device agreement or any wireless data service agreement.

5. Eligibility and Registration

- 5.1 You must be at least 18 years of age to access and use the Site and Platform. You further affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. An individual or Undertaking who desires to become a User or customer of the Company ("**Applicant**") must register with the Company to use the Site and the Platform; and you agree to provide complete and accurate information and documents when registering to use the Site and the Platform, and to keep that information updated to prove that you, as the Applicant, fulfil the following criteria:
- (a) the Applicant shall complete, to the satisfaction of the Company, a registration form supplied by the Company, either online or by such other method as the Company shall notify the Applicant;
 - (b) to be eligible to use the Platform, the Applicant must be at least 18 years old;
 - (c) the Applicant shall be of legal capacity to enter into this Agreement;
 - (d) the Applicant's eligibility to access the Platform also depends on the country in which the Applicant resides, subject to the Applicable Law;
 - (e) the Applicant shall provide, to the satisfaction of the Company, such information and supporting documents as may be required by the Company to conduct KYC, process the application, and satisfy the KYC test or procedures as determined by the Company following the Company's internal policies;
 - (f) the Applicant shall have no indicia of being connected with money laundering or terrorist financing as determined by the Company in its sole discretion;
 - (g) the Applicant confirms that the application is made on his/her/its behalf and that the Account is used by the Applicant for his/her/its account, and not as agent for any third parties;

- (h) the Applicant has agreed to this Agreement;
- (i) the Applicant shall satisfy such other criteria and procedures as the Company may determine from time to time following the Company's internal policies or as required by Applicable Law; and
- (j) the continued use of the Platform by the User shall be subject to the above eligibility criteria, applied with the necessary modifications.

5.2 We have the sole discretion to accept or reject your registration with the Platform. Only Users whose registration are approved by us will be our customers. If the Company accepts the Applicant's registration, the Company shall notify the Applicant to that effect. Applicants who do not receive such notification shall not attempt to use the Platform through any accounts.

6. Intellectual Property

- 6.1 All title, ownership rights and intellectual property rights in or relating to the Site and Platform, any information transmitted by, to or over the Platform and information regarding use of the Platform will remain with the Company or its licensors. Nothing on the Platform will be construed as conferring on any User any license, save as expressly set out herein, of any of the Company's or any third party's title, ownership rights and/or intellectual property rights, whether by estoppel, implication or otherwise.
- 6.2 The Platform and App may provide you access to content, information, quote, videos, photos or other materials (the "**Third-Party Content**") supplied by certain third parties (the "**Third-Party Content Providers**"). The Company does not endorse or recommend, and is not responsible for verifying the accuracy, validity or completeness of any Third-Party Content provided through the Site or Platform. Your use or reliance on such Third-Party Content is at your sole risk. All title, ownership rights and intellectual property rights in or relating to the Third-Party Content will remain with the applicable Third-Party Content Provider. Nothing on the Platform will be construed as conferring on any User any license, save as expressly set out herein, of any Third-Party Content Provider's title, ownership rights and/or intellectual property rights, whether by estoppel, implication or otherwise.
- 6.3 Provided you are in compliance with these Terms, you can download and access the Site on a single mobile device and access the Platform using properly issued User Credentials. All other rights in the Site are reserved by the Company. In the event of

your breach of these Terms, we will be entitled to terminate your use and access to the Site and Platform immediately.

6.4 You agree not to:

- (k) 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;
- (l) remove any copyright notice, trademark, legend, logo or product identification from the Site or Platform;
- (m) misrepresent the other sites as the Company's Site by co-opting the visual "look and feel" of or text from the Company's Site or otherwise violate the Company's intellectual property rights, including, without limitation, "scraping" text or images from the Company's Site or the Company managed banners and/or text links, search marketing or all other online and offline campaigns,
- (n) edit, modify, filter, truncate or change the order of the information contained in any part of the Company's Sites, or remove, obscure, or minimize any part of the Company's Site in any way without authorization of the Company; or
- (o) make any commercial use of the Site or Platform or the Company's logo, trademark or brand name in any way.

6.5 Each User authorizes the Company to use any information or content provided by the User or processed in connection with the use of the Site and Platform (e.g. Personal Data, geographic information, device information) in the context and for the purpose of providing services or products on the Platform and the secure use of the Site and the Platform.

7. Account and Custody

7.1 In order to use the services on the Platform, you must create an account with the Platform (the "**Account**"). The Account will be used to record various Digital Assets transferred by you onto the Platform and conduct transactions on the Platform. The Account may be registered by any individual who is over 18 years old or an Undertaking by its duly authorized representatives, provided such individual and

Undertaking have read and understand the Risk Disclosure Statements, which is incorporated by reference into, and shall be a part of this Agreement. Each User shall only register one trading Account on the Platform. Registration of multiple trading Accounts would be a violation of these Terms and may lead to immediate termination of these Terms and the Accounts involved.

- 7.2 Except as otherwise permitted by the Platform, the User agrees that it shall not be entitled to any interests accrued from any funds in any Fiat Currency or Digital Assets under your Account and waives all rights to such interests and acknowledges that the Company is not obliged to hold such interests or transfer such interests to the User.
- 7.3 You may fund the Account by transferring Digital Assets from your accounts with third parties into the Account. No fees are charged by the Platform for funding the Account; however, third parties may charge transaction and other fees, such as gas fee.
- 7.4 Users' assets are kept in custodian wallets which are clearly identified and defined both on the Platform and its ledger. The User can transact in Digital Assets by the transfer or deposit of the User's own Digital Assets into the User's Account, following the process steps prescribed on the Site. The Company will securely store the Digital Assets of the User with a unique private key, through which the relevant User's Digital Assets are segregated from the Company's and other users' Digital Assets. Once transferred and successfully received, the User's Account will show the Digital Assets deposited.
- 7.5 You may withdraw all or some of the Digital Assets under your name recorded on the Platform's ledger. There is no minimum amount of Digital Assets required to maintain your status as a User. Digital Assets will be transferred from the user account held by the Platform to the specific Digital Assets address provided by you. Withdrawals may take up to 3 Business Days to complete, provided that larger withdrawals may take up to 30 Business Days to complete and that any withdrawal may be delayed as necessary to comply with Applicable Law.

8. Digital Asset Trading

- 8.1 The Platform provides a digital asset trading facility that allows you to place orders and facilitates the order matching and settlement of the purchase or sale of Digital Assets or its derivatives with other Users. The Platform simply matches purchase and sale orders put forth by Users and assists Users with carrying out their intent as expressed

via the orders. Except as expressly specified otherwise in this Agreement, neither the Company nor the Platform is acting as a principle in or other participants in those transactions. Neither the Company nor the Platform is responsible for any disputes among or between Users regarding any transaction.

- 8.2 Matching Orders are automatically paired by the Platform through its proprietary software and models, and the Platform will notify the respective Users that the order has been executed. Once a match is made, the order is executed and cleared instantaneously. YOU SHOULD ONLY PLACE AN ORDER IF YOU FULLY INTEND TO COMPLETE THE TRANSACTION. You have the right to stop a preauthorized order by initiating procedures through your Account to effectuate closure of such open order.
- 8.3 Unless otherwise permitted by the Platform, you may only sell such amount of Digital Assets as does not exceed the total amount of Digital Assets held in your Account and recorded in the Platform ledger, plus the applicable Transaction Fee (as defined below). Any attempt by you to sell more Digital Assets than the Platform records show exists in your Account after deduction of the applicable Transaction Fee will result in an unsuccessful trade and may be grounds for termination of the Account.
- 8.4 You acknowledge that you may not be possible in all circumstances to cancel or modify an order, even before the order is matched or executed. We accept no responsibility for ensuring that an order is modified or canceled and you understand and agree that, if the order cannot be canceled or modified, you are bound by any execution of the original order. You further acknowledge that attempts to modify or cancel and replace an order may result in over-execution or the execution of duplicate orders, and you shall be responsible for all such executions.
- 8.5 You shall be deemed to have given orders through the Platform when we acknowledge such orders through the Platform or by such other means as we may determine (whether or not you actually receive or become aware of such acknowledgment). You understand that the Platform provides the ability to show the real-time status of all of your open orders and pending instructions. You further understand that it is your responsibility to monitor your open orders and pending instructions in real-time until the Platform acknowledges the full execution, cancellation or rejection of the orders or instructions and that we assume no responsibility or liability if you fail to do so. In the event that you fail to immediately notify us of any

error in the real-time acknowledgment of the status of any of your open orders or pending instructions, including the Platform's failure to promptly acknowledge the receipt of an order after you transmit such order, we reserve the right to exercise in good faith discretion to require you to accept the trade or to remove the trade from your Account at your sole benefit or loss. We may, in some cases, and at our sole discretion, require secondary electronic, verbal, written or other confirmation before acting if your Account activity is outside of its normal range of activities.

- 8.6 Your orders shall be subject to trading limits that we may establish, revise and communicate to you from time to time.
- 8.7 Subject to Section 8.10, once an order has been executed, the transaction may not be reversible.
- 8.8 You acknowledge that, due to technical and other restrictions, the price of Digital Assets displayed on the Site may be delayed and therefore not reflect the current, live market value of such Digital Asset. Nonetheless, you agree that the prices displayed on the Site control the value of your Account and your use of the Platform and Site.
- 8.9 You acknowledge and agree that the Platform cannot and does not warrant or guarantee that any Order placed through the Platform will be executed at the best posted price.
- 8.10 Absent mutual consent of parties involved, we reserve the right to cancel 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 that the Company, in its sole discretion, believes to be fraudulent, manipulative or disruptive to other Users or the Platform;
 - (c) the trade was executed by any Account that has been hacked 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) the Company believes in its sole discretion that your Account or trading activities therein violates these Terms.

9. Matters concerning Use of Services

- 9.1 The Company may also refuse to complete a transaction the User has confirmed or authorized where there is insufficient balance in the User's Account to cover the transaction and associated fees at the time that we receive notification of the transaction.
- 9.2 Subject to Applicable Law and the extent reasonably practicable, the Company shall make reasonable efforts to inform Users whether it would remove any specific Digital Asset and/or service in advance. If a Digital Asset is excluded from the Platform of the Company, the User shall withdraw all such Digital Assets from its Account within 15 Business Days.
- 9.3 Once you have opened an Account, you will be able to use the services in accordance with these Terms and the trading terms that govern your use of each specific service in accordance with the Acting Law of the AIFC. The current trading terms may be found on the Site after you log into your Account.
- 9.4 You acknowledge and agree that some of the services may be provided by the relevant third-party providers, as set out in the relevant product terms.
- 9.5 The services are complex and carry a high level of risk and are not appropriate for users who do not possess the appropriate level of knowledge and experience to deal in them. The Company is under no obligation to assess the suitability of the services for users and any comment or statement which may be made by the Company or any of its associates as to the suitability of the services to you should under no circumstances be considered as investment or legal advice and should not be received or relied upon as such.

10. Fees

- 10.1 There is no charge to download the App and register as a User.
- 10.2 In exchange for access to the Platform and the Services, you agree to pay a fee on each settled transaction initiated by you (such fee, a "**Transaction Fee**"). The current Transaction Fee may be found on the Site after you log into your Account. We reserve the right to change, modify or increase the Transaction Fee at any time and from time to time. Any such changes, modifications or increases will be effective upon posting such changes, modifications or increases on the Site as specified in section 2. If you do not agree to the posted changes, modifications, or increases, you should stop using the Account as provided herein. Your continued use of the Account

following the posting of the modified Transaction Fee as posted on the Site will constitute the acceptance of all such changes or revisions.

- 10.3 Transaction Fees are paid by the Users in any given transaction. The Users will each be charged a fee in USDT/USDC. You are responsible for any fees imposed by third parties in connection with transferring Digital Assets into your Account on the Platform. The Platform charges a flat fee to transfer or withdraw Digital Assets from your Account at such fee rates as last updated on the Site from time to time.
- 10.4 If you believe that you have been erroneously charged a Transaction Fee, you shall notify the Platform immediately of such error, along with any additional information concerning the transaction. If you do not raise any question or objection within 30 Business Days after such alleged erroneous Transaction Fee first appears on any Account statement, such fee will be deemed acceptable by you for all purposes.

11. User Access Obligations

- 11.1 The Company will issue a set of unique User Credentials to each User that is registered to use the Site and Platform. Such User Credentials only allow the User to access the Account. Each User shall promptly provide acknowledgment of receipt of such User Credentials to the Company.
- 11.2 Each User acknowledges that each set of User Credentials is non-transferable and shall only be used by the User to whom it is issued. Such User Credentials shall not be disclosed to or transfer to any third person without written permission of the Company. We will never ask you, for any reason, whether by email, regular mail or telephone, to disclose your User Credentials. Password inquiries will only be conducted online and only after you have signed onto the Platform. We will never send you embedded links in an email requesting that you sign onto the Platform by clicking such a link. If you receive an embedded link by email, claiming to be from us or the Platform, you shall not open or click on the link. The email is not from us and is likely fraudulent.
- 11.3 Each User shall:
 - (a) keep their User Credentials strictly confidential and not share them with any other person for any purpose including, but not limited to, initiating or executing any payment transaction involving the Account. Further, the User shall not disclose his/her User Credentials in a recognizable way to third parties on any device (for

example, by writing down or recording the User Credentials without disguising them);

- (b) take all reasonable efforts to secure all records relating to his/her User Credentials, including, but not limited to, keeping such records in a secure or physical location accessible or known only to the User and keeping such records in a place where the records are unlikely to be accessed by a third party;
- (c) take all reasonable measures to follow security instructions provided by the Company and otherwise protect the security, prevent tampering or use by any other person of the User Credentials, Site or Platform, including those security measures prescribed in our Privacy Policy;
- (d) notify the Company immediately through any channel prescribed by the Company in the event:
 - (i) of loss of your User Credentials;
 - (ii) of your User Credentials having been disclosed to third parties or otherwise compromised;
 - (iii) that you reasonably suspect any unauthorized use of your User Credentials;
- (e) create strong passwords (for example, using a mixture of letters, numbers and special characters, and not using easily accessible personal information) and strong PINs (for example, by not using numbers that are consecutive or basing the PIN on the User's contract ID, birth date, telephone number, identification number, or any other easily accessible personal information).

11.4 Where the Platform is accessed by correct entry of User Credentials or through the App, the relevant User shall be deemed to have accessed the Platform. You shall be responsible and liable for all actions through such access by an Authorized Individual authorized to access the Platform on your behalf. The Company shall not be obliged in any manner to investigate or take any other step to verify the identity of any User or Authorized Individual. The Company shall not be liable for any loss that you may incur as a result of someone else using your User Credentials or Account, either with or without your knowledge. Upon receipt of notification under Section 11.3(d), the Company shall disable the relevant User Credentials and block access to the Platform or the Site as soon as reasonably practicable.

- 11.5 Each User shall secure all of their devices or systems used to access the Platform (for example, the App), including, without limitation, installing and regularly updating browsers, security patches, antivirus, anti-malware and other relevant software in the devices or systems. Each User shall also comply with all instructions, procedures and directions relating to the Platform, the Site and User Credentials as notified the Company from time to time, including, but not limited to, the risk management and other measures notified at the Platform login page.

12. Prohibited Uses

- 12.1 You shall use the Site or Platform solely in compliance with these Terms, solely for your own Account or your internal business purposes. You shall not sell, lease or otherwise provide access to the Site or Platform to any third party, nor act as a service bureau or otherwise use the Site or Platform on behalf of any third party.
- 12.2 You shall not use the Site or Platform in any way, provide any information or content, or engage in any conduct in using the Site or Platform that:
- (a) is unlawful, illegal or unauthorized;
 - (b) is defamatory of any other person;
 - (c) is obscene, sexually explicit or offensive;
 - (d) advertises or promotes any other product or business;
 - (e) is likely to harass, upset, embarrass, alarm or annoy any other person;
 - (f) is likely to disrupt the Platform in any way; or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (g) infringes any copyright, trademark, trade secret, or other proprietary right of any other person;
 - (h) restricts or inhibits any other person from using the Platform, including, without limitation, by means of "hacking" or defacing any portion of the Platform;
 - (i) disables, damages or alters the functioning or appearance of the Platform;
 - (j) "frames" or "mirrors" any part of the Platform without our prior written authorization;
 - (k) uses any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, "data mine", "scrape",

“harvest” or in any way reproduce or circumvent the navigational structure or presentation of the Platform or its contents;

- (l) harvests or collects information about other Users without their express consent;
- (m) sends unsolicited or unauthorized advertisements, spam, or chain letter to other Users of the Platform;
- (n) except as otherwise permitted by the Company in writing, open multiple accounts except as otherwise explicitly permitted by the Platform;
- (o) conduct frequent, intensive trading with or without software or trading tools that are unauthorized by the Platform;
- (p) transmits any content which contains software viruses, or other harmful computer code, files or programs; or
- (q) advocates, promotes or assists any violence or any unlawful act.

12.3 You understand and agree that the information and services provided by the Platform are not provided to, and may not be used by, any individual or Undertaking in any jurisdiction where the provision or use thereof would be contrary to any applicable law, or where we are not authorized to provide such Platform or information and services. We do not offer services or products to Users in a few excluded jurisdictions including the United States, mainland China, Singapore, Quebec (Canada), Ontario (Canada), North Korea, Cuba, Iran, Crimea, Sevastopol, Sudan or any other jurisdictions in which we may determine from time to time to terminate the services at our sole discretion (the “Excluded Jurisdictions”). You should inform us immediately if you become a resident in any of the Excluded Jurisdictions or are aware of any Users based in any of the Excluded Jurisdictions. You understand and acknowledge that if it is determined that you have given false representations of your location or place of residence, the Company reserves the right to take any appropriate actions with compliance to the local jurisdiction, including termination of any Account immediately and liquidating any open positions.

12.4 We reserve the right, but do not have the obligation, at our sole discretion to edit, delete, remove or block any information that violates these Terms.

13. Security

- 13.1 We may use authentication or verification technologies, services or measures as we deem desirable or appropriate. Such measures may include multi-factor authentication or use of Biometric Authentication to access the App and the Platform. There can be no assurance that such authentication technologies, services or measures will be completely secure, adequate or successful to prevent unauthorized access to or use of the Platform or your Long bridge Account or Trading Account, or hacking or identity theft.
- 13.2 We may offer access to the App and the Platform using a mobile device by using Biometric Authentication. The User acknowledges that by enabling Biometric Authentication for the Platform, unauthorized third parties can gain access to the Platform without entering User Credential and query banking information. The User acknowledges and accepts the risks and obligations associated with using the Platform in conjunction with Biometric Authentication, and, in particular, also the risk of third parties querying their Trading Account information. By choosing to use Biometric Authentication on the User's mobile device, the User consents to the collection and use of such Biometric Information in order to provide access to App and the Platform in accordance with these Terms and the Privacy Policy. The User further is relying on the functionality provided by the hardware and the operating system on the mobile device. We shall not be liable for any malfunction, error, inaccuracy or unauthorized access to a User's Biometric Information.
- 13.3 While we employ reasonable security measures to protect the security and confidentiality of the Platform and your Personal Data in accordance with Applicable Law, we cannot guarantee the security of all transmissions or any network or system on which your Personal Data or account or transaction information is stored or processed. To the extent required by law, we will notify you of an unauthorized access, use or disclosure of your Personal Data of which we become aware. In the event you receive such notice, you are responsible for following the instructions set forth in the notice, including immediately changing your User Credentials and other steps to prevent unauthorized access to your account or Personal Data.

14. Authorized Individuals

- 14.1 Each User and Authorized Individual acknowledges that they have received and accepted these Terms. When applying for any Authorized Individual to receive access to the Platform and an Account on their behalf, the User acknowledges and represents

that the Authorized Individual is duly authorized to (i) access and use the Platform on the User's behalf and, if applicable, to exercise the same powers conferred by the User upon the Authorized Individual in accordance with any underlying power of attorney to the same extent as is technically feasible and that services offered under the Platform are analogous to services that the User may utilize through other channels; (ii) accept any Changes to these Terms on the User's behalf; and (iii) apply or subscribe to any of the Platform services that require separate application or subscription.

- 14.2 Each User shall procure that each Authorized Individual acting on their behalf is informed of and agrees to and complies with these Terms. You shall be fully liable for all acts or omissions or non-compliance of your designated Authorized Individual in the access and use of the Platform and any transactions conducted through your Account.
- 14.3 Each User fully indemnifies the Company, and its affiliated subsidiaries and affiliates, officer, directors, employees, agents and representatives against any liabilities, costs, claims, losses, expenses (including but not limited to legal fees) and damages arising out of or relating to (i) a breach of these Terms by their Authorized Individual; and (ii) any claim or action by their Authorized Individual against the Company.
- 14.4 You represent, undertake and confirm that the you have procured the consent of your Authorized Individuals to the collection, use, transfer, disclosure and processing of the Personal Data of such Authorized Individuals in accordance with these Terms and the Privacy Policy.

15. Provision of Material and Information

- 15.1 By choosing to use the Platform, each User acknowledges that any Material, where provided, was provided for the User only and is not to be further distributed without the written consent of the Company.
- 15.2 You acknowledge that neither the Company nor the Platform is your investment adviser or fiduciary. You further acknowledge that none of the Materials we provide or made available on the Platform constitutes our recommendation or solicitation that you enter into any particular transaction or that any particular transaction is suitable or appropriate for you.
- 15.3 Materials, including without limitation, market data, price quotations, news and research, may be prepared by information providers that are independent of us. We do

not warrant that the Material will be accurate, complete or refreshed in a timely manner subject to section 19.4. You should conduct further research and analysis or consult an investment advisor before making investment decisions. Any use of or reliance on materials by you is at your own risk.

- 15.4 Information regarding your Digital Assets balance and the status of the Account is available to you in electronic format for viewing anytime (subject to down times) at the Site. You may review online all transactions, including pending orders, positions, deposits and withdrawals, that have taken place in the previous six years or such other time as the Company may determine from time to time subject to Applicable Law. You also have the right to receive a receipt, trade ticket or other evidence of a transaction. Nothing in the transaction history should be treated as a valuation. You acknowledge that errors may sometimes occur and such errors do not impact the actual means and results of a given transaction. Any transaction listed in the statement or other communication with you shall be deemed and treated as authorized and correct, approved, and confirmed by you unless we receive a written notice from you to the contrary within 3 Business Days from the date the communication was sent or posted on the Site.
- 15.5 The content and information displayed through the Platform relating to products and services may not be eligible for sale or available to residents of certain nations or certain categories of investors due to regulatory restrictions.

16. Service and Other Notifications

- 16.1 The use of Service Notifications involves communications through unsecured communications networks. You shall provide us with complete and accurate email address(es) or phone number(s) to allow us to send Service Notifications to you. To ensure that you receive all of the communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes. Delivery of any communication to the email address on record is considered valid. If any email communication is returned as undeliverable, we retain the right to block your access to the Platform until you provide and confirm a new and valid email address. Where you have provided multiple email address(es) and phone number(s) to us, you shall specify your preferred contact details for receiving Service Notifications. Where your account is a joint account, you shall inform us whether Service Notifications should be sent to a specific account holder or to all of them.

- 16.2 You agree to accept notifications regarding the App, Platform, your Account and Terms through Service Notifications. You agree that such Service Notifications shall constitute effective notice in lieu of written, mailed or other forms of notice required by Applicable Law.
- 16.3 It is your sole responsibility to monitor the applicable email account or phone number without further reminders or repeat notifications from the Company. You shall immediately report any unauthorized use or access of the Platform.
- 16.4 You release the Company from any liability for losses or damages resulting from the use of the Service Notifications, to the extent permitted by law. The Company provides no warranty or accepts no liability that the information provided through Service Notifications is up-to-date, correct or complete.

17. Personal Data

- 17.1 As part of the Platform, Personal Data of the User may be collected, used, transferred, disclosed or otherwise processed by the Company in accordance with the Privacy Policy. You should read the Privacy Policy carefully before registering for and using the Site and Platform. You consent to the collection, use and disclosure of your Personal Data in accordance with these Terms and the Privacy Policy, including without limitation, disclosure to the third-party licensed banks or other market participants for purposes of providing services and conducting transactions in regard to the Account.
- 17.2 You agree to provide true, accurate, current and complete Personal Data. You further agree to maintain and promptly update the Personal Data to keep it true, accurate, current and complete at all times during the term of this Agreement.
- 17.3 You must promptly inform us of all changes, including, but not limited to, changes in the Personal Data in connection with the Platform. Users may access and change their Personal Data at any time through such prescribed procedures made available on or through the Site or with the assistance of the Company's customer support personnel ("CSP"), the contact details of which are made available on/through the Platform or Site. We shall not be liable for any losses that arise from your failure to notify the Company of such changes regarding your Personal Data. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we or any of our authorized agents have reasonable grounds to suspect that such information is

untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate the Account and refuse any and all current or future use of the Platform and Site by you, as well as subject you to civil liability or refer you to the appropriate law enforcement authorities for criminal prosecution. We shall not be liable to make any compensation, monetary or otherwise, following such suspension, termination or inability for you to use the Platform or the Site.

- 17.4 You shall comply with any reasonable requests by us for information, documents and agreements related to any transaction or your use of the Site or Platform. You understand that we may report such information to such regulatory authorities as we deem necessary pursuant to the Privacy Policy.
- 17.5 Please note that we may collect information using tracking technologies regarding your device, such as IP address, network provider, mobile carrier, mobile browser type, timestamp, time zone, information about the speed, bearing, orientation, and altitude of a device, or other device-identifying information. The User consents to such use of tracking technologies and acknowledges that the information obtained, including Personal Data, may be matched to public or private information accessible to the Company. The User also consents to such information being shared with the Company's service providers for the purposes of providing and maintaining the tracking technologies and related services. We may also collect precise geolocation data from or about your device, which may be expressed by latitude-longitude coordinates obtained through GPS tools, WiFi data, cell tower triangulation or other techniques. Our use of such information is described in our Privacy Policy.

18. Market Makers

- 18.1 The Company may engage one or more market makers to act as liquidity providers on the Platform. In making such engagements, the Company shall consider: (i) the financial resources available to the applicant; (ii) the applicant's trading activity in relevant markets; and (iii) the applicant's business reputation and experience in market making in digital assets.
- 18.2 To be considered for market maker status, an applicant shall complete and execute a market making agreement. The designation of any market maker may be suspended, terminated or restricted by the Company at any time and for any reason.
- 18.3 The Company shall periodically conduct an evaluation of all market makers to determine whether they have fulfilled performance standards relating to, among other

things, quality of the markets; trading activity; competitive market making; observance of ethical standards; business reputation; and administrative and financial soundness. If the market maker fails to meet minimum performance standards, the Company may, among other actions, suspend, terminate or restrict the market maker's appointment.

- 18.4 Conflict of interest arises as market makers may receive reduced trading fees or other incentives in accordance with any market maker program in place at the Company for providing liquidity in the market and best executions. Their reduced trading fees and incentives are disclosed in the applicable market making agreement.
- 18.5 Transactions of market makers should constitute a course of dealing reasonably calculated to contribute to the maintenance of a fair and orderly market, and market makers shall not enter orders or enter into transactions that are inconsistent with such a course of dealing. Ordinarily, market makers shall be obligated to do the following: (i) comply with all other terms of the applicable market making agreement; and (ii) make good-faith efforts to enter on the Platform current binding bid and offer quotes, with a bid/offer spread as specified in the applicable market making agreement, as necessary to ensure liquidity.

19. Company's General Obligations

- 19.1 The Company shall use all reasonable endeavours to service the use of the Platform in a continuous, stable manner, as per the terms and conditions of this Agreement.
- 19.2 The Company shall use all commercially reasonable endeavours to adopt such robust security systems designed to protect Users' Personal Data (including financial information and transactions executed) to ensure that Users' use of the Platform are conducted in a safe, secure environment.
- 19.3 The Company shall use its commercially reasonable endeavours to handle all genuine complaints from Users in a fair and equitable manner.
- 19.4 The Company must pay due regard to the interests of the Users and communicate information to them in a way which is clear, fair and not misleading.

20. Disclaimer and Risks of Use of Platform

- 20.1 The Platform and Site, including all content (including Third-Party Content), features and any related services are provided on an "As Is" and "As Available" basis at the User's sole risk and without any representations or warranties. We do not guarantee that all or any part of the Platform or the App will be available or accessible by the User at all times.

- 20.2 The use of the Platform, due to the download, installation or use of the Site and the associated reference points with third parties (for example, distribution platform providers, network providers, device manufacturers) involves risks, in particular:
- (a) Digital Assets not being legal tender or backed by a government;
 - (b) the value, or process for valuation, of Digital Assets, including the risk of a Digital Assets having no value;
 - (c) the volatility and unpredictability of the price of Digital Assets relative to Fiat Currencies;
 - (d) that trading in Digital Assets is susceptible to irrational market forces;
 - (e) that the nature of Digital Assets may lead to an increased risk of Financial Crime;
 - (f) that the nature of Digital Assets may lead to an increased risk of cyber-attack;
 - (g) there being limited or, in some cases, no mechanism for the recovery of lost or stolen Digital Assets;
 - (h) the risks of Digital Assets with regard to anonymity, irreversibility of transactions, accidental transactions, transaction recording, and settlement;
 - (i) that there is no assurance that a Person who accepts a Digital Asset as payment today will continue to do so in the future;
 - (j) that the nature of Digital Assets means that technological difficulties experienced by the Authorised Person may prevent the access or use of a User's Digital Assets;
 - (k) any links to Digital Assets related activity outside the AIFC, which may be unregulated or subject to limited regulation; and
 - (l) any regulatory changes or actions by the AFSA or Non-AIFC Regulator that may adversely affect the use, transfer, exchange, and value of a Digital Asset.

In addition, you have received, read and understood any Risk Disclosure Statements and are fully aware of the potential risks associated with the access to or use of the Platform and conduct of trading using the Account.

- 20.3 We are entitled to block or disable the use of the Site on end devices if the security features devised by the operating system or manufacturer of such device on which the Site is installed have been modified at any time (for example, a device that has been "jailbroken"). Accordingly, we do not guarantee the functioning and operation of the App on end devices which have been modified in this way or on older end devices that no longer meet the technical requirements for the use of the Site or access to the Platform.

- 20.4 ALL WARRANTIES, CONDITIONS OR TERMS (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) INCLUDING WITHOUT LIMITATION RELATING TO QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE, OR UNINTERRUPTED, ERROR-FREE ACCESS ARE EXPRESSLY EXCLUDED FOR THE SITE AND PLATFORM TO THE FULLEST EXTENT PERMITTED BY LAW.
- 20.5 Each User acknowledges and accepts the risks that may arise from Internet transactions conducted via open systems accessible to anyone and acknowledges that despite the encryption of data, the connection from the User's personal computer or electronic mobile device to the Platform over the Internet may be observable. We may also use servers and other computer hardware situated in any jurisdiction worldwide for the provision of any portion of the Platform.
- 20.6 We exclude any and all liability for loss or damage caused by transmission errors, technical faults, breakdowns, business interruptions or illegal interventions into transmission networks, IT systems/computers of the User or of any third party (including systems in the public domain) except for liability for a loss or expense directly caused by, arising from, or resulting from wilful misfeasance, fraud, bad faith or gross negligence on our part in the performance of our obligations and duties specifically set forth in this Agreement.
- 20.7 By using the Platform and by entering into this Agreement, the User fully understand and was made aware of the inherent and potential risks associated with an investment in any products or services provided by the Company, including, but not limited to the risk of a complete loss of User's funds and investment, or delays in payment or the realization of gains, associated with the provision of service by the Company.
- 20.8 The User acknowledges the potential risks involved foreseen or otherwise, AND HEREBY UNEQUIVOCALLY AND IRREVOCABLY RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS ASTANA FINANCIAL SERVICES AUTHORITY AND ITS OFFICERS, and the respective successors and assigns of all of the foregoing from any and all claims, liabilities, legal action for damages, losses, costs directly or indirectly arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by the Company.
- 20.9 The User may sue the Company for all claims, liabilities, legal action for damages, losses, costs arising out of or otherwise relating in any respect whatsoever to activities, services or products provided by Company.

21. Release

21.1 To the maximum extent permitted by Applicable Law, you hereby discharge, acquit, and otherwise release us, our parent company, affiliates and subsidiaries and each of their respective officers, directors, shareholders, members, partners, attorneys, employees, independent contractors, telecommunication providers, and agents (collectively, the “Indemnified Parties”), from any and all allegations, counts, charges, debts, causes of action, claims and losses, relating in any way to the use of, or activities relating to the use of the Site, Platform, any Account and any services or Third-Party Content provided through the Site, Platform or any Account, including, but not limited to, claims relating to the following: negligence, gross negligence, intentional interference with contract or advantageous business relationship, defamation, privacy, publicity, misrepresentation, false identities, fraudulent acts by others, invasion of privacy, release of Personal Data, 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 Data, assault, battery, stalking, rape, cheating, perjury, manslaughter, or murder. The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by us. This release is intended by the parties to be interpreted broadly in favor of us, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

22. Indemnification and Limitation of Liability

22.1 To the maximum extent permitted by Applicable Law, you agree to defend, indemnify, and hold harmless the Indemnified Parties, from and against any and all claims (including third-party claims), actions, loss, liabilities, expenses, costs, or demands, including, without limitation, legal and accounting fees, directly or indirectly, resulting from or by reason of (i) your (or if you are under another person’s authority, including, without limitation, Governmental Authorities, such other person’s) use, misuse, or

inability to use the Site, the Platform, any Account on the Platform, or any of the content, including Third-Party Content contained therein or any content or information that you provided to the Platform; or (ii) your breach of these Terms, including those documents that are expressly incorporated into these Terms by reference and form a part of these Terms.

- 22.2 We shall notify you by email, mail, or other appropriate means, of any such claim or suit, and reasonably cooperate (at your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or choose our own legal counsel, but are not obligated to do so.
- 22.3 UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LAW (TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL WE OR ANY OF THE INDEMNITEES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES ARISING FROM THE USE OR MISUSE OF, OR INABILITY TO USE, THE PLATFORM, THE SITE, THIRD-PARTY CONTENT OR ANY ACCOUNT, REGARDLESS OF WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR TRADING LOSSES, LOSS OF INFORMATION, BUSINESS INTERRUPTION OR LOST PROFITS, LOST SAVINGS, OR LOSS OF DATA, OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE SITE, THE PLATFORM, THIRD-PARTY CONTENT OR ANY ACCOUNT OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PARTY, EVEN IF WE KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, CLAIM OR DEMAND IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY SHOULD BE DEEMED INVALID OR INEFFECTIVE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND/OR LIABILITIES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- 22.4 We will not be liable for our failure to perform any obligations under these Terms due to events beyond our control, and the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond our control include, without limitation, acts of God, war, riot, arson, embargoes, civil commotion, strikes, labor disputes, equipment failures, bank failures, virtual currency market collapse or fluctuations, credit or debit card transaction

processing failures, strikes, fire, flood, earthquake, hurricanes, tropical storms or other natural disaster or casualty, shortages of labor or material, shortage of transportation, facilities, fuel, energy, government regulation or restriction, acts of civil or military authority or terrorism, fiber cuts, weather conditions, breaches or failures to perform by third parties, technical problems, including hardware and software crashes and other malfunctions, failure of the telecommunications or information services infrastructure, hacking, SPAM or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone service outages, power outage, Internet disruptions, viruses, and mechanical, power or communications failures.

23. Suspension or Termination in Whole or in Part

- 23.1 Access to the Platform may be suspended or terminated in whole or in part at any time either by the User or by us in accordance with the Terms. Users may apply for the termination of this Agreement through such prescribed procedures made available on or through the Site or with the assistance of the Company's CSP at any time by giving 15 Business Days prior notice. In addition, we reserve the right at our sole discretion to (i) suspend or terminate any User's access to or use of the Site and the Platform or (ii) to refuse to complete or block, cancel or reverse a transaction which a User had confirmed or authorized; or (iii) the User's access to any part or the whole of the Platform, either with immediate effect or where possible with prior notice of 3 Business Days for any reason subject to Applicable Law (including but not limited to the applicable laws and regulations regarding anti-money laundering, countering the financing of terrorism and sanctions compliance) if they violate any provision of these Terms or otherwise according to Section 23.2. Your access to the Platform will be automatically terminated upon termination of your Account. Sections 1, 2, 3, 6, 10-17, and 20-26 and any claims for breach of these Terms shall survive such termination.
- 23.2 We may, at any time and at our sole discretion, limit, suspend 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 Digital Assets), inter alia, if:
- (a) it is required to do so by Applicable Law or any court or other Government Authority to which the Company is subject to in any jurisdiction;
 - (b) we believe it is necessary or desirable to protect the security of the Account;

- (c) any transactions are made which we in our sole discretion deems to be (a) made in breach of this Agreement or in breach of the security requirements of the Account; or (b) suspicious, unauthorized or fraudulent, including without limitation in relation to money laundering, terrorism financing, fraud or other illegal activities;
- (d) we become aware or suspect that any Digital Assets or funds held in your Account may be associated with criminal proceeds or otherwise are not lawfully possessed by you;
- (e) upon the insolvency, liquidation, winding up, bankruptcy, administration, receivership or dissolution of User, or where we reasonably consider that there is a threat of the same in relation to you;
- (f) we are unable to verify or authenticate any information you provided;
- (g) 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;
- (h) we decide to cease operations or to otherwise discontinue any services or options provided by the Platform, or parts thereof;
- (i) 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;
- (j) we are directed as such by any Governmental Authority;
- (k) we are otherwise required to do so by Applicable Law;
- (l) there is a disruptive market event that triggers a trade halt; or (l) we otherwise decide in our sole discretion that termination or suspension of the Account, the Platform or the Terms is necessary.

- 23.3 We may not, if not prohibited by Applicable Law (including but not limited to the applicable laws and regulations regarding anti-money laundering, countering the financing of terrorism and sanctions compliance), inform you of the ground or basis for suspending, terminating or freezing your Account or any Digital Assets in your Account or other actions we take regarding the Site, the Account, or the Platform.
- 23.4 Neither the Company, the Platform nor any third party acting on their behalf shall be liable to you for any suspension, limitation or termination of your Account or your access to any part of the Platform in accordance with this Agreement.
- 23.5 You shall not attempt to regain access to the Platform if your access is terminated by us, whether using the same or different username, without our prior written consent.

- 23.6 If there is any ongoing transaction on the Account that is subject to the termination procedures, the Company shall have the right to notify your counterparty of the proposed termination.
- 23.7 The Company maintains full custody of the assets, funds and user data/information which may be turned over to Governmental Authorities in the event of your Account's suspension or termination arising from fraud investigations, investigations of violation of law or violation of these Terms. We will not be liable to you, your Authorized Individuals and/or any third party for loss or damage suffered due to delay, transmission errors, technical faults or defects, breakdowns and illegal intrusion or intervention in the information provided and services offered, or any failures or delays in completing any orders or transactions using any Account. Similarly, we will not be liable for any loss or damage suffered due to delays, technical faults or interruptions in the availability of the Site, the Platform, or any Account (including maintenance work required by our systems).

24. Records Conclusive

- 24.1 The calculation and records in the Company's system in relation to the Platform and any Account, including, but not limited to, the transaction history and balance on any of your Accounts, will be final and conclusive and be binding on each User for all purposes save in the case of fraud or manifest error by the Company. Each User agrees that such records are admissible in evidence, and subject to section 15.4, further undertakes to waive any rights to challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were produced by or were the output of a computer system or are set out in electronic form.

25. General

- 25.1 These Terms, including the Privacy Policy and other policies incorporated herein, constitute the entire and only agreement between you and the Company with respect to the subject matter of these Terms, and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of these Terms. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms may not be changed,

waived or modified except by the Company as provided herein. Neither these Terms nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sublicensable by you except with our prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. No waiver by any party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

26. Governing Law and Dispute Resolution

- 26.1 These Terms shall be governed by the Applicable Law.
- 26.2 Any dispute arising out of or in connection with these Terms or the Platform, including any question regarding its existence, validity or termination, shall first be settled via friendly negotiation, if the disputes cannot be settled via friendly negotiation, then both parties shall submit to the exclusive jurisdiction of the AIFC to settle any disputes via court litigation.

27. Complaints and Communication

- 27.1 You may contact the Company regarding these Terms, the Site or the Platform as follows: compliance-kz@bybit.com or Bybit Limited, IQ Coworking, Dostyk str. 5, office 199 , Esil district, Astana city, Republic of Kazakhstan, 010000 or other such contact details as stated on the Site.
- 27.2 Customers and individuals who are aggrieved about the services or products offered by the Company or their staff may complain to the Astana Financial Services Authority (“AFSA”), financial regulator of the AIFC. To lodge a complaint to the AFSA contact:
+7 (717) 264 73 71;
apd@afsa.kz; or
AFSA Office, Mangilik EI 55/17, pavilion C3.2.
A copy of the compliant handling procedures is available free of charge upon User’s request.
- 27.3 In the event of a complaint, Users are requested to set out the cause of its claim, how the User would like the Company to resolve the complaint and any other information the User believes to be relevant. The Company will acknowledge receipt of its complaint if the User contacts via the Company’s customer support webpage. The Company’s CSP will consider the User’s complaint. The CSP will consider the

complaint objectively and without prejudice based on the information the User has provided and any information provided by Company. Within 15 Business Days of our receipt of the complaint, the CSP will address all points raised in the User's complaint by sending the relevant User an email in which the CSP will: (i) offer to resolve your complaint in the way the User had requested; (ii) make a determination rejecting the User's claim and set out the reasons for the rejection; or (iii) offer to resolve the User's complaint with an alternative solution. In exceptional circumstances, if the CSP is unable to respond to the User's complaint within 15 Business Days for reasons beyond the Company's control, the CSP will send you a holding reply indicating the reasons for the delay. In responding to the complaint, the CSP will specify the deadline by which the CSP will respond to the complaint (which will be no later than 30 Business Days from the Company's receipt of the claim).

- 27.4 The Company may give notices to Users by: email to the last email address recorded by the User with the Company, and the notice is valid upon receipt or deemed received when the Company sends the email (regardless of whether the User has read the email); or posting a notice on the bulletin board made available through the Platform and such notice shall be effective on such date as specified in the bulletin board.

28. Regulatory Status Disclosure

- 28.1 On being Regulated: The Company is authorised firm by the financial regulator of the AIFC, AFSA, in accordance with the Acting Law of the AIFC, to conduct the Regulated Activity of Operating a Digital Asset Trading Facility, Providing Custody, Dealing in Investments as Principal, Dealing in Investments as Agent and Managing Investments in relation to Digital Assets under Licence Number AFSA-A-LA-2024-0027 . The Company is authorized subject to compliance with requirements, conditions, restrictions and/or directions of the Acting Law of the AIFC and requirements set out by AFSA. Status of the licences and its validity may be verified at the AFSA website (www.afsa.kz).

Given that the firm offers services to clients related to Digital Assets, which may lead to high risks and that risk is an integral part of innovation, there is a **chance of losing investments and incurring other losses associated with using the service.**

Privacy Policy

October, 2024

This Privacy Policy (this “**Policy**”) applies to the digital asset trading facility (including any applicable mobile applications and websites used to access the same) (collectively the “**Platform**”) provided by Bybit Limited (the “**Company**,” “**we**,” “**us**” or “**our**”). It describes how the Company collects, uses, and discloses Personal Data that we obtain from Users of the Platform and any account services provided through the Platform, and how we use and disclose that information. For purposes of this Policy, “**Personal Data**” refers to information supplied by a User from which the identity of such User may be directly or indirectly determined.

By registering for and using the Platform, you agree that your Personal Data will be handled as described in this Policy and the Terms of Use applicable to the Platform (this “**Agreement**”); capitalized terms used herein shall have the same meaning as defined in the Terms of Use. Undefined capitalized terms used herein shall have the meaning given in the Schedule 1 of AIFC Data Protection Regulations 2017 (as amended).

BY TICKING THE BOX DECLARING “I AGREE” AT THE BOTTOM OF THE REGISTRATION FORM, YOU HAVE GIVEN EXPLICIT CONSENT FOR OUR COLLECTION, STORAGE, USE, DISCLOSURE, AND PROCESSING* OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THIS POLICY.

**Process, in relation to Personal Data means perform any operation or set of operations on the Personal Data, whether or not by automatic means, and includes, for example, the collection, recording, organisation, storage, adaptation or alteration, retrieval, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction of the Personal Data.*

1. General Obligations of the Company

The Company must ensure that our collection, storage, use, disclosure, and processing of Personal Data complies with Applicable Law, in particular and without prejudice, AIFC Data Protection Regulations 2017 and AIFC Data Protection Rules 2018 as amended.

2. The Information We Collect About You and How We Collect It

We collect and process Personal Data about you directly from you when you register to use the Platform or submit such information as a part of the Know-Your-Client (“**KYC**”), as well as automatically through your use of the Platform.

3. Information We Collect Directly From You

Personal Account and Profile Information: We collect the following information when you register an Account: name, mobile phone number and/or email address. When your Account is activated for the use of the Platform, we may collect additional information: name as in identity card/passport, identity card/passport number, date of birth, nationality and citizenship, tax residency, mailing address, residential address, mobile phone number and email address, photos and videos that you may send to us for identification verification purposes, passport, driver's license or any other government-issued identity card, login information and nickname for accessing the Platform, bank details including account numbers and payment details, and FATCA/CRS information, education, work experience and place of work, politically exposed person ("PEP") status, sources and amount of income, location and log data information that is generated by your use of the Platform, and other personal information that may be required by Applicable Law.

Financial Information: We may collect additional financial and investment information from you to confirm your status and eligibility to set up accounts or conduct certain transactions on the Platform, including your investment experience, finance-related qualifications and training (including any certifications received, issuing organization and date of issuance), your annual income level, liquid net worth, estimated net worth, source of funds, and source of wealth and whether you have had the opening of an account declined by another financial institution, and other personal information that may be required by Applicable Law.

Other Required Information: We may need to collect certain additional information to comply with legal requirements, such as whether you are a PEP or on any sanctions list, and applicable tax reporting forms, such as a W8-BEN.

Communications with Us: We collect information you give us during any support and feedback communications via email or when you contact us through contact forms on the Platform. We use this information to respond to your inquiries, provide support, facilitate transactions, and improve our Platform.

Please note that if you are acting as an Authorized Individual on behalf of a User and are providing Personal Data for such User, you are responsible for ensuring that you have all required permissions and consents to provide such Personal Data to us for use in connection with the Platform and that our use of such Personal Data you provide to the Platform does not violate any applicable law, rule, regulation or order.

4. Information We Collect Automatically

When you use the Platform, our servers automatically record information using cookies and other tracking technologies, including information that your browser sends whenever you visit the Platform or your mobile application sends when you're using it. This log data may include your Internet Protocol address, the address of the web page you visited before coming to the Platform, your browser type and settings, the date and time of your request, information about your browser configuration and plug-ins, language preferences, and cookie data. Such log data is not routinely deleted.

In addition to log data, we may also collect information about the device you use for the Platform, including what type of device it is, what operating system you're using, device settings, unique device identifiers, and crash data. Whether we collect some or all of this information may depend on what type of device you're using and its settings.

We may combine this information with other information that we have collected about you, including, where applicable, your name, user name, email address, and other Personal Data.

Geolocation. If you have provided permission through your mobile device to allow us to collect location information through a mobile application, we may obtain your physical location information in terms of latitude and longitude from technologies like GPS, Wi-Fi, or cell tower proximity. You are able to withdraw your permission for us to acquire such physical location information from your mobile device through your mobile device settings, although we do not control this process. If you have questions about how to disable your mobile device's location services, we recommend you contact your mobile device service provider or the mobile device manufacturer.

5. How We Use Your Information

We use your information, including your Personal Data, for the following purposes:

To provide our Platform to you, to facilitate communications and transactions on the Platform, to communicate with you about your use of our Platform, to respond to your inquiries, to fulfill your orders, and for other customer service purposes;

To tailor the content and information that we may send or display to you, to offer location customization, and personalized help and instructions, and to otherwise personalize your experiences while using our Platform;

To better understand how users access and use the Platform, both on an aggregated and individualized basis, in order to improve our Platform and respond to user desires and preferences, and for other research and analytical purposes;

For marketing and promotional purposes. For example, we may use your information, such as your email address, to send you news and newsletters, special offers, and promotions, to conduct sweepstakes and contests, or to otherwise contact you about products or information we think may interest you. We also may use the information that we learn about you to assist us in advertising our Platform on third-party websites.

6. How We Share Your Information

Affiliates. We may disclose the information we collect from you to our affiliates or subsidiaries solely for the purpose of providing the Platform to you; however, if we do so, their use and disclosure of your personally identifiable information will be maintained by such affiliates and subsidiaries in accordance with this Policy.

Service Providers. We may disclose the information we collect from you to third-party vendors, service providers, contractors or agents who perform functions on our behalf, provided such third parties have agreed to only use such information to provide services to us.

Business Transfers. If we are in negotiations with, or are acquired by or merged with another company or entity, if substantially all of our assets are transferred to another company or entity, or as part of a bankruptcy proceeding, we may transfer the information we have collected from you to the other company or entity.

In Response to Legal Process. We also may disclose the information we collect from you in order to comply with the law, a judicial proceeding, court order, or other legal process, such as in response to a subpoena.

To Protect Us and Others. We also may disclose the information we collect from you if we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of this Agreement or this Policy, or as evidence in litigation in which we are involved.

Aggregate and De-Identified Information. We may collect, process, analyze and share aggregate or de-identified information about users with third parties and publicly for product development, marketing, advertising, research or similar purposes.

7. Our Use of Cookies and Other Tracking Mechanisms

We and our third-party service providers use cookies and other tracking mechanisms to track information about your use of our Platform. We may combine this information with other Personal Data we collect from you (and our third-party service providers may do so on our behalf).

Cookies. Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your web browser for record-keeping purposes. Some cookies allow us to make it easier for you to navigate our Platform, while others are used to enable a faster log-in process or to allow us to track your activities at our Platform. There are two types of cookies: session and persistent cookies.

Session Cookies. Session cookies exist only during an online session. They disappear from your computer when you close your browser or turn off your computer. We use session cookies to allow our systems to uniquely identify you during a session or while you are logged into the Platform. This allows us to process your online transactions and requests and verify your identity, after you have logged in, as you move through our Platform.

Persistent Cookies. Persistent cookies remain on your computer after you have closed your browser or turned off your computer. We use persistent cookies to track aggregate and statistical information about user activity.

Please note that our systems do not currently respond to do-not-track signals.

Disabling Cookies. Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in the future. The general settings on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Users of our Platform who disable cookies will not be able to browse certain areas of the Platform.

Third Party Analytics. We use automated devices and applications, such as Google Analytics, to evaluate usage of our Platform. We also may use other analytic means to evaluate our Platform. We use these tools to help us improve our Platform, performance and user experiences. These entities may use cookies and other tracking technologies to perform their services. We do not share your Personal Data with these third parties.

8. Third-Party Links

Our Platform may contain links to third-party websites. Any access to and use of such linked websites is not governed by this Policy, but instead is governed by the privacy policies of those third-party websites. We are not responsible for the information practices of such third-party websites.

9. Security of Your Personal Data

We have implemented reasonable precautions consistent with Applicable Law to protect the Personal Data we collect from loss, misuse, and unauthorized access, disclosure, alteration,

and destruction. Please be aware that despite our efforts, no data security measures can guarantee 100% security. Therefore, all Users (including their Authorized Individuals) of the Platform must comply with the security requirements in the Terms and take the following additional steps to help ensure the security of their Personal Data and the access to their account:

- (a) You should choose a robust user identification, password, and PIN to access your account (“**User Credentials**”) that nobody else knows or could easily guess. User Credentials must meet the requirements we specify when you establish those User Credentials. You should keep your User Credentials secure and private, and not share your User Credentials with any third party.
- (b) You should install anti-virus, anti-spyware, and firewall software in your personal computers and mobile devices;
- (c) You should update operating systems, anti-virus, and firewall products with security patches or newer versions on a regular basis;
- (d) You should remove file and printer sharing in computers, especially when they are connected to the internet;
- (e) You should make regular backups of your critical data;
- (f) You should consider the use of encryption technology to protect highly sensitive or confidential information;
- (g) You should completely log off and clear your browser cache after finishing each online session with the Platform;
- (h) You should not install software or run programs of unknown origin;
- (i) You should delete junk or chain emails;
- (j) You should not open email attachments from strangers;
- (k) You should not disclose personal, financial, or credit card information to little-known or suspect websites;
- (l) You should not use a computer or a device that cannot be trusted; and
- (m) You should not use public or internet café computers to access online services or perform financial transactions.

You should immediately notify us at ablaikhan.aubakir@bybit.com if you become aware of any unauthorized use or access of your Account or User Credentials. We are not responsible for any lost, stolen, or compromised User Credentials or for any activity on your Account via unauthorized activity using your User Credentials.

10. Rights of access, correction, and deletion

You can access, edit, update, or delete your Account or Personal Data we have collected at any time by accessing your account settings or emailing us at ablaikhan.aubakir@bybit.com. We will respond to your requests within a reasonable period of time, but no later than the time period required by law.

Please note that notwithstanding the foregoing, there may be circumstances in which we are unable to accommodate a request to edit, update, access, or delete an account profile or Personal Data. This includes but is not limited to:

- (a) any basis where such request can be denied under Applicable Law;
- (b) where we need to retain the information to comply with Applicable Law;
- (c) where we need to comply with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by Government Authorities;
- (d) where we need to cooperate with law enforcement agencies concerning conduct or activity that the business, service provider, or third party reasonably and in good faith believes may violate Applicable Law;
- (e) where we need to retain information to exercise or defend legal claims;
- (f) where the information contains legal privilege or proprietary information of another party;
or
- (g) where complying with the request would compromise others' privacy or other legitimate rights.

If we determine that we cannot respond to any request in any particular instance, we will provide you with an explanation of why that determination has been made and a contact point for any further inquiries. To protect your privacy, we will take commercially reasonable steps to verify your identity before responding to any request under this provision, including complying with any applicable legal requirement for verifying your identity.

11. Transfer of Information

Please note, we may store your Personal Data on servers located in the countries where our main offices are located. If such jurisdiction is outside your jurisdiction of residence, you consent to the transfer of your Personal Data to such jurisdiction for purposes of providing the Platform to you, even if such other jurisdiction has less protections for Personal Data than your jurisdiction of residence. We will ensure that security provisions are in place consistent with our obligations to maintain the security of your Personal Data under the laws of your jurisdiction of residence.

12. Retention

Making sure your Personal Data is safe and secured is of the highest priority to us. We use secure storage facilities ensuring the safeguard of your Personal Data you share with us at all stages of interaction with our Platform using our products and Services. All appropriate measures to secure your Personal Data from potential hacking attacks, loss or misuse are implemented by our security team.

We retain your Personal Data as long as you maintain an Account on the Platform. We will cease to retain your Personal Data, or remove the means by which the Personal Data can be associated with particular individuals ("Redaction"), as soon as it is reasonable to assume that —

- (a) the purpose for which that Personal Data was collected is no longer being served by its retention; and
- (b) retention is no longer necessary for legal, accounting or business purposes.

Please note that Applicable Law may require us to retain records of transactions or accounts for a period of six years.

13. Children Under 18

Our Platform is not designed for children under 18. If we discover that a child under 18 has provided us with Personal Data, we will delete such information from our systems.

14. Contact Us

If you have questions about the privacy aspects of our Platform or would like to make a complaint, please contact us via our live chat services or at ablaikhan.aubakir@bybit.com.

15. Changes to this Policy

This Policy is current as of the Effective Date set forth above. We may change this Policy from time to time, so please be sure to check back periodically. We will post any changes to this Policy on the Platform. If we make any changes to this Policy that materially affect our practices with regard to the Personal Data we have previously collected from you, we will endeavor to provide you with notice in advance of such change by highlighting the change on our Platform or providing a push notification through the Site (you should make sure your Site settings allow for such push notifications) or sending an email that you have provided in your Account, (for this reason you should make sure to update your account information promptly if it changes).

Risk Disclosure Statement

This Risk Disclosure Statement (this “**Statement**”) applies to the digital asset trading facility (including any applicable mobile applications and websites used to access the same) (collectively the “**Platform**”) provided by Bybit Limited (the “**Company**”, “**we**”, “**us**” or “**our**”), and shall be deemed as part of the Terms of Use between the User and the Company (this “**Agreement**”). All capitalized terms that are used but not otherwise defined herein shall have the meanings ascribed to them in this Agreement.

In acceding to or using the Platform and the Site, you represent and warrant that you are fully aware of the risks associated with the use of the services, transactions involving Digital Assets or the use of Platform. You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that the Company does not give advice or recommendations regarding any Digital Asset, including the suitability and appropriateness of, and investment strategies for, any Digital Asset. **You agree and understand that you access and use the Platform and the Site at your own risk.** This brief statement does not disclose all of the risks associated with the Digital Assets and using the Platform. You should, therefore, carefully consider whether such use is suitable for you in light of your circumstances and financial resources. You should be aware that you may sustain a total loss of the Digital Assets in your Account, and that under certain market conditions, you may find it difficult or impossible to liquidate a position.

1. Risks Relating to Digital Assets

Digital Assets are not legal tender or backed by a government.

Digital Assets are subject to extreme volatility and the value of the Digital Asset can fall quickly (including, in respect of a stablecoin, if it loses its stability peg).

Investing in Digital Assets may result in loss of all, or part, of the value of the investment.

Digital Assets may not always be liquid or transferable.

Investments in Digital Assets may be complex making it hard to understand the risks associated with participating in them.

Digital Assets can be stolen because of cyber attacks.

The value, or process for valuation, of Digital Assets may lead to high risks, including the risk of a Digital Asset having no value.

The price of Digital Assets relative to Fiat Currencies are volatile and unpredictable.

Trading in Digital Assets is susceptible to irrational market forces.

The nature of Digital Assets may lead to an increased risk of Financial Crime.

The nature of Digital Assets may lead to an increased risk of cyber-attack.

There are limited or, in some cases, no mechanism for the recovery of lost or stolen Digital Assets.

The nature of Digital Assets with regard to anonymity, irreversibility of transactions, accidental transactions, transaction recording, and settlement may lead to high risks.

There is no assurance that a Person who accepts a Digital Asset as payment today will continue to do so in the future.

The nature of Digital Assets means that technological difficulties experienced by the Authorised Person may prevent the access or use of a User's Digital Assets.

Any links to Digital Assets related activity outside the AIFC may be unregulated or subject to limited regulation.

Any regulatory changes or actions by the AFSA or Non-AIFC Regulator may adversely affect the use, transfer, exchange, and value of a Digital Asset.

The price and value of any investment in Digital Asset products and the income, if any, from them, can fluctuate and may fall against your interest. An individual Digital Asset product may experience downward price movements and may under some circumstances even become valueless. An inherent risk of trading/investing in Digital Asset products is that losses may be incurred, rather than profits made, as a result of buying and selling such products.

Digital Assets are not legal tender and are not backed by the government, or by commodities such as gold or silver. There is no central bank that can take corrective measure to protect the value of Bitcoin and/or Ether and/or any other Digital Assets in a crisis or issue more Digital Assets. Instead, Bitcoin, Ether and any other Digital Assets are autonomous and largely unregulated on worldwide networks. Traders put their trust in a digital, decentralized and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity.

Transactions in Digital Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;

Some Digital Asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction;

The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat currency or Digital Assets for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;

The nature of Digital Assets may lead to an increased risk of fraud or cyber attack, and may mean that technological difficulties experienced by the Platform may prevent the access to or use of your Digital Assets;

Trading of Digital Assets is susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse demand relative to supply. For example, confidence might collapse in Bitcoin because of unexpected changes imposed by the software developers or others, a government crackdown, the creation of superior competing alternative cryptocurrencies, or a deflationary or inflationary spiral. Confidence might also collapse if the anonymity of the system is compromised, if money is lost or stolen, or if hackers or governments can prevent any transactions from settling.

Participating in Digital Assets is not comparable to participating in traditional investments such as Securities.

There is no recognised compensation scheme to provide an avenue of redress for aggrieved participants.

2. Other Risks

Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Digital Assets.

The Platform or the Site may become unavailable due to changes of applicable laws and you may suffer loss or incur liabilities due to the termination or suspension of the Platform or any or all of the Accounts.

The Company's trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and computer systems, customers will be exposed to risks associated with the systems including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to instructions or is not executed at all. You should

also be aware that the Internet is not a completely reliable transmission medium and there may be delays in service provisions.

You should note in particular that the proceeds from the sale of Digital Assets and other income may be or may become subject to tax, levies, duties or other fees or charges imposed by the authorities in that market, including taxation levied by withholding at source. Tax law and practice regarding Digital Assets in certain countries may not be clearly established. It is therefore possible that the current interpretation of the law or understanding of practice may change, or that the law may be changed with retrospective effect.