PRIME XBT

TERMS AND CONDITIONS

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Version 6.0

Certain services and/or products may not be available in your jurisdiction.

1. INTRODUCTION & GENERAL TERMS

1.1. These Terms & Conditions (henceforth the "Agreement") shall govern the business relationship between:

A. PrimeXBT operates as a Sociedad de Responsabilidad Limitada with registration number 3-102-961968 having its registered office address at San José, Mata Redonda, Sabana, 150 meters east of Soda Tapia, ASG terracotta building, Office 1, Costa Rica. (hereinafter referred to as "PrimeXBT", the "Company", "we", "us", "our", as appropriate).

-and-

B. Any person being either a natural person or a legal entity and its authorised representative(s) (also referred to as the "**Client**(s)", "**you**", "your", "yourself", as appropriate), who has registered for, an Account with PrimeXBT and who has thus agreed to the present terms and conditions during the registration procedure.

1.2. The Company does not accept users from the United States of America (US Reportable persons), Japan, Belarus, United Kingdom, Canada, Cuba, Israel, Iran, New Zealand, Syria, North Korea, Sudan, United States of Minor Outlying Islands, America Samoa, Russian Federation, Myanmar, Saint Lucia, Puerto Rico, El Salvador, Guam, Venezuela, U.S. Virgin Islands, Northern Mariana Islands, and unrecognized or partially recognized jurisdictions including, but not limited to, Crimea, Donetsk People's Republic, Gaza Strip, Zaporizhzhia and Kherson, Luhansk People's Republic, and acknowledges that some or all of its services may be unavailable and/or blocked during travel to any of these countries.

1.3. The Client acknowledges and agrees that services related to virtual assets are restricted to clients whose country, as selected during registration, is the United Kingdom, within the European Union, South Korea, the Philippines, Bahrain, Thailand, Indonesia, Hong Kong, or any other jurisdiction that may be added to this list from time to time at the Company's sole discretion.

1.4. By accepting these PrimeXBT Terms and Conditions, you hereby declare that you have by yourself and at your own exclusive initiative, approached PrimeXBT in order to request further information so as to consider the possibility of receiving the services of PrimeXBT. Furthermore, you declare and verify that neither PrimeXBT nor any other party has contacted you or solicited you in order to open a trading account with PrimeXBT and/or encouraged you to invest or trade with PrimeXBT.

1.5. You hereby acknowledge that you have read and understood the Terms and Conditions set forth herein and that you have accepted this Agreement by accessing the PrimeXBT Website and/or registering for a Client Account with PrimeXBT. By accepting this Agreement, and subject to our final approval, you acknowledge that you shall enter into a legally binding contract with PrimeXBT.

1.6. By accepting this Agreement, you unequivocally agree and accept the Terms and Conditions set forth herein, its annexes and/or appendices as well as any other documentation and information published on the PrimeXBT Website which form integral and inseparable parts of this Agreement, including without limitation, the Privacy Policy, Cookie policy, Risk Disclosures, Restricted Jurisdictions statement, any notices, warnings and disclaimers.

1.7. You further understand and acknowledge that the services offered by PrimeXBT may be affected by varying degrees of regulation throughout the world and that it shall be your obligation alone, at all times, to ensure compliance with any law, regulation, or directive relevant to your country of domicile and/or permanent residence.

1.8. The Company's Website is owned by PrimeXBT (PTY) LTD, a company registered in South Africa with registration No. 2013/099697/07, having its registered address at 180 Lancaster Road, Gordons Bay, Western Cape, 7140, South Africa.

1.9. PrimeXBT reserves the right to alter, amend or modify this Agreement from time to time, in its sole discretion. PrimeXBT warns that, in some or in all cases, it may not notify Clients personally about the changes made in this Agreement, therefore it is the responsibility of all Clients to check the Website from time to time to make sure that they agree and comply with the current version of the Agreement. All changes will take effect immediately upon their being published on PrimeXBT websites.

1.10 It is the sole responsibility of Clients to remain informed of all changes. The version considered applicable will be the most recent one available on PrimeXBT's website. In the event of a dispute, the

latest version will take precedence. Should Clients not agree with the amendments, they are entitled to terminate the Agreement in accordance with the "Duration and Termination of the Agreement" section provided herein.

1.11. By accepting this Agreement, you hereby acknowledge and agree that:

1.11.1. You are aware of the risks associated with Leveraged Products, Virtual Currencies and their Derivatives and transactions involving them.

1.11.2. You assume all risks related to the use of PrimeXBT Services involving Leveraged Products, Virtual Currencies, their Derivatives, and Transactions involving them.

1.11.3. PrimeXBT shall not be liable for any losses resulting from the adverse outcomes of such risks.

1.11.4. PrimeXBT provides financial trading and investment services and does not operate as a gambling or gaming operator. Accordingly, gambling specific laws, self exclusion regimes, bans, or restrictions applicable to gambling or gaming activities do not apply to the Services offered under this Agreement.

1.12. The client acknowledges and agrees that all funds provided in demo accounts are virtual and do not represent real funds. These virtual funds are solely intended for simulated trading purposes and have no real monetary value. As such, the client understands that virtual funds cannot be withdrawn, transferred, or converted into real currency or any other form of asset. Any profits or losses made while using virtual funds in demo accounts are purely hypothetical and do not impact the client's actual financial standing.

1.13. Furthermore, the client understands that the prices and market conditions reflected in demo accounts may not always mirror those of real accounts. Variations may occur due to differences in liquidity, execution speed, or other market factors. Therefore, trading outcomes in demo accounts may not accurately reflect the experience or results in a real trading environment.

1.14. The content on this document does not constitute investment advice or an invitation to engage in any investment activity.

1.15. Information regarding past performance is not a reliable indicator of future performance.

WARNING: IF YOU HAVE ANY OBJECTION REGARDING ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND/OR USE THE PRIMEXBT SERVICES IN ANY WAY OR FORM. IF YOU HAVE REGISTERED AN ACCOUNT AND ACCESSED OUR SERVICES, YOU MUST INFORM US OF SUCH OBJECTION IN WRITING IMMEDIATELY.

2. DEFINITIONS & INTERPRETATION

2.1. For the purposes of this Agreement and unless defined when first encountered within the main body of the Agreement, the following Capitalized words shall take the meaning prescribed to them below:

2.1.1. "**Account" / "Client Account" / "User Account**" these words may be used interchangeably and shall mean the Client's personal account which can be accessed by using the Client's credentials, which allow access to the PrimeXBT Platform that facilitates all of the Client's Transactions and Orders. In order to start executing Transactions, Clients have to deposit funds into their Account.

2.1.2. "**Agreement" or "Terms and Conditions**" shall mean the present Agreement, as this may, from time to time, be amended or replaced, including any annexes and/or
appendices as well as other documentation/information published on the Website, including, without limitation, the Cookie Policy, Privacy Policy, Risk Disclosure Statement, Complaints handling procedure, AML & KYC Statement, Withdrawal and Refund policy.

2.1.3. "**Client**" shall mean any person being either a natural person or a legal person, who has successfully registered, opened, and funded an account with PrimeXBT on https://primexbt.com, and who has thus agreed to the current terms and conditions during the Account registration procedure.

2.1.4. "**Company**" shall mean PrimeXBT which operates as a Sociedad de Responsabilidad Limitada , incorporated and existing under the laws of Costa Rica.

2.1.5. "**Crypto Futures**" shall mean financial derivatives contracts that allow traders to speculate on the future price movements of cryptocurrencies. Crypto futures contracts derive their value from an

underlying cryptocurrency asset, such as Bitcoin (BTC), Ethereum (ETH), or other virtual currency. For the purposes of this Agreement, it is understood that the Company may also refer to such products as "**Crypto Perpetuals**". Any reference to Crypto Futures or Crypto Perpetuals, or any substantially similar terminology, in this Agreement, on the Trading Platform, or in any other document, policy, disclosure, communication, interface or material issued or made available by the Company shall be construed as referring to the same type of product, and the same terms, conditions, rights and obligations shall apply irrespective of whether the product is described as Crypto Futures or **Crypto Perpetuals**.

2.1.6. "**Derivative Products**" shall mean financial instruments whose value is derived from an underlying asset or set of assets.

2.1.7. "**KYC**" shall mean the necessary Know Your Customer documents and procedures required by the Company, and/or its Affiliates and/or Partners, to identify and register the Client, which include their passport or ID, utility bill, and any additional document that may be required by the Company in accordance with applicable law.

2.1.8. "**Leveraged products**" shall mean the Derivative Products available for trading on the Trading platform which are classified (for information and marketing purposes) . Leveraged products are traded on margin and involve a significant risk of capital loss.

2.1.9. "**Margin**" shall mean the necessary guarantee of funds required to place an Order/open a position and to maintain said position open, in Leveraged products.

2.1.10. "**Maintenance margin**" shall mean the necessary funds required to keep a position open.

2.1.11. "**Market Manipulation**" shall mean any intentional or deceptive activity that seeks to create an artificial or false impression of supply, demand, or market conditions for financial instruments and/or any products offered by the Company through its Trading Platform and/or through the Company's service provider(s) and/or third party(ies), with the aim of influencing the price or value of those instruments/products. It involves engaging in fraudulent or manipulative practices that distort the normal functioning of financial markets, mislead investors, or undermine the integrity and fairness of the market system. Examples, without being limited to the wider potential array of offenses, of common Market Manipulation schemes are: (a) Pump and Dump, (b) Wash Trading, (c) Self-Trading, (d) Front Running, (e) Quote Stuffing, (f) Spoofing and (g)Structuring/Layering (h) insider trading.

2.1.12. "**Order**" shall mean an instruction from the Client to make a Transaction in Leveraged products through the Trading platform. The Client, in effect, opens a position on the Trading Platform which will be executed by the Company in accordance with the Client's Order instructions and as near the requested price as possible, considering the product's volatility, liquidity, market conditions and so forth.

2.1.13. "**Restricted Jurisdiction**" shall refer to the list of jurisdictions where PrimeXBT does not offer its services and/or from which it does not accept Clients. The latest list
of restricted jurisdictions can be found in paragraph 1.2. of the present Agreement.

2.1.14. "**Services**" shall mean the services offered by PrimeXBT to Clients through the Website, the Client Account, Trading Platform and so forth, including without limitation, the execution of Orders and/or Transactions of the Client.

2.1.15. "**System(s)"** shall mean all electronic or digital means through which the Company provides access to its Trading Platform and its Services. Reference to this definition may include a reference to the Trading Platform itself.

2.1.16. "**Trading Platform**" shall mean PrimeXBT's online trading system which includes the aggregate of its computer devices, software, databases, telecommunications hardware, a trading platform, mobile applications, all programs and technical facilities providing real-time prices, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place and close Orders, receive notices from the Company and keep record of all Transactions and calculating all mutual obligations between the Client and the Company. The Company may provide multiple Trading platforms with various functionalities.

2.1.17. "**Transaction / Order**" shall mean any transaction in Leveraged products or Virtual Assets arranged for execution on behalf of the Client under this Agreement.

2.1.18. "**Underlying Asset(s)**" shall mean the primary asset or security upon which a derivative or financial instrument derives its value. The value or performance of the derivative is directly linked to the price movements, performance, or characteristics of this underlying asset.

2.1.19. "**US Reportable Person**" shall mean a US Reportable person who, in accordance with FATCA

provisions, is defined as follows: 1) a US citizen (including dual citizens) 2) a US resident alien for tax purposes 3) a domestic partnership 4) a domestic corporation 5) any estate other than a foreign estate) any trust if: a) a court within the United States can exercise primary supervision over the administration of the trust b) one or more United States persons have the authority to control all substantial decisions of the trust 7) any other person who is not a foreign person.

2.1.20. "**Virtual Asset(s)**" (crypto assets) shall refer to any digital/virtual representation of value that can be digitally traded, transferred, or used for payment. It does not include digital/virtual representation of fiat currencies. Cryptocurrencies refer to encrypted digital/virtual assets that are based on blockchain and cryptography technologies, which are issued and managed in a decentralized form.

2.1.21. "**Website**" shall mean the Company's official website, or other Company Websites that the Company may operate through from time to time.

3. BECOMING A CLIENT & REGISTERING FOR AN ACCOUNT

3.1. By registering for, and successfully opening an account on the PrimeXBT Website, or through the mobile application managed and provided to its Clients by PrimeXBT, you effectively become a Client of PrimeXBT. By becoming a Client, you agree, represent, and warrant that:

3.1.1. You have read, understood, and accepted the PrimeXBT Terms and Conditions and Policies, including, inter alia, our Crypto Futures Terms of Use;

3.1.2. You acknowledge that in the event of any inconsistency between this Agreement, and the above-mentioned documents and policies, the latter shall apply when dealing with the respective Services.

3.1.3. You meet all **Eligibility Requirements** to become a PrimeXBT Client. The eligibility requirements are as follows:

3.1.3.1. You are of an age of majority and have the necessary mental capacity to enter into this Agreement (at least 18 years of age),

3.1.3.2. As a representative of a Legal Entity you are fully authorised, with the necessary capacity and

legal competence to use the Website, and enter into a legally binding agreement with PrimeXBT; and

3.1.3.3. By entering into this Agreement, you are not in violation of any law or regulation of your county of domicile and/or residence, or any other agreement to which you are a party;

3.1.3.4. You have not been previously suspended or disqualified from using the PrimeXBT Services or the Services offered by our affiliate entities.

3.1.3.5. That you are not located, incorporated, or otherwise established in, or resident of any Restricted Jurisdiction.

3.1.3.6. You do not already have a PrimeXBT Account.

3.1.3.7. You are the legal owner of the funds that you add to your Account with PrimeXBT and that the same funds derive from a legitimate and legal source;

3.1.3.8. Using the Services does not constitute a breach of the laws and regulations of your country of domicile;

3.1.3.9. That you are aware of the inherent risks of trading in Leveraged Products and thus using the services provided by PrimeXBT. These risks include the fact that you may lose all of the invested funds in your trading account if the market moves against you, or that you may incur financial losses caused by delays in Order execution in the case of failures, technical malfunctions of the website, the Systems, provider technical malfunctions, failures in the supply of quotations, force majeure, and so forth.

3.1.3.10. You will not be involved with or initiate any form of Market Manipulation. Clients suspected of, or actually identified engaging in Market Manipulation shall have their account blocked and/or terminated and be subjected to further investigation.

3.1.3.11. That you provide correct, genuine, up to date and accurate information and documentation, if and when required by PrimeXBT to comply with its Know Your Client ("KYC") obligations.

3.1.3.12. Any withdrawal account number or cryptocurrency wallet address you provide shall be your own and that you shall be in full control over this account or address;

3.1.3.13. You are not a resident nor, in the case of legal entities, incorporated in a jurisdiction where it would be illegal according to applicable law for you (by reason of your nationality, domicile, citizenship, residence, incorporation or otherwise) to access or use the Services; or where the publication or availability of the Services is prohibited or contrary to local law or regulation, or which could subject PrimeXBT to any local registration or licensing requirements. If we determine that you are accessing the Services from any Restricted Jurisdiction or that you have given false representations as to your location of incorporation, establishment, citizenship, or place of residence, then we reserve the right to close any of your accounts immediately and to liquidate any open positions.

3.1.3.14. You do not have any other non-terminated account(s) currently open with PrimeXBT;

3.2. When accessing and using PrimeXBT's Systems and Services, you agree:

3.2.1. not to undermine or attempt to undermine and/or exploit thesecurity or integrity of PrimeXBT's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;

3.2.2. not to use, or misuse, the Services in any way which may impair or alter the functionality of the Services or the Website, or other Systems used to deliver the Services or impair or alter the ability of any other user to use the Services or the Website;

3.2.3. not to attempt to gain unauthorized access to the computer System(s) and servers on which the Website is hosted or to any materials other than those to which you have been given permission to access;

3.2.4. not to transmit or input into the Website any files that may damage any other person's computing devices or software; content that may be offensive; or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use);

3.2.5. not to attempt to modify, copy, adapt, reproduce, disassemble, decompile, or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for their designed user purpose and normal operation.

3.3. You will ensure that all usernames and passwords required to access the Website and your

Account are kept secure and confidential and acknowledge that it shall be your responsibility alone to ensure this.

3.3.1. You will immediately notify PrimeXBT of any unauthorized use of your login information, or any other breach of security and PrimeXBT will reset your password and take any other steps deemed necessary to ensure the security of your Account and the Platform.

3.3.2. You shall strictly follow and comply with all procedures set forth by PrimeXBT in relation to the Systems and Account security, authentication, and authorisation of transactions.

3.3.3. PrimeXBT Accounts must only be used by the person who has opened the Account, for their own exclusive benefit and affairs, or in the case of Legal Entities, of their authorized representatives. PrimeXBT reserves the absolute right to suspend, freeze, or terminate any Account that it believes, or suspects is being used by any person other than the Account owner. PrimeXBT shall not be liable for any loss or damage incurred by you as a result of your use or any third-party's use of your Account, whether authorised or unauthorised, whatsoever.

3.3.4. You shall take all appropriate steps to ensure that you log out from your PrimeXBT Account after each session.

3.3.5. The Client agrees and understands that he/she is solely responsible for notifying PrimeXBT immediately if his/her account was "hacked" and/or used by someone without the Client's permission (hereinafter collectively referred to as "unauthorized access"). PrimeXBT will not be held responsible for any unauthorized access to the Client's trading account and/or for failing to identify that the Client's account was accessed in a manner considered unauthorized access. Where PrimeXBT identifies and/or where the Client notifies PrimeXBT that his/her account was accessed in a way that is considered unauthorized access, PrimeXBT reserves the right to immediately block the Client's trading account without prior notification to the Client, and the Client will not be entitled to any profits made during the time their account was accessed without authorization. Additionally, PrimeXBT reserves the right to decline or delay a withdrawal request.

3.4. PrimeXBT reserves the right, at any time, to verify your identity for the purposes of complying with its Anti-Money Laundering and Countering the Financing of Terrorism (AML-CFT) responsibilities. PrimeXBT reserves the right to impose trading limits and withdrawal limits before you are required to go through its Customer Due Diligence (CDD) Procedure. You agree to cooperate fully

with us throughout this process and promise that you will provide all necessary documentation and information that we may require in order to verify your identity and to assess the purpose of our business relationship. You shall remain responsible for updating any personal information you submit to PrimeXBT throughout the business relationship as soon as the change happens or as soon as the information you have previously submitted becomes invalid, inaccurate, or untrue by any new development or change in your personal circumstances. You shall be fully liable for any loss or expense incurred by PrimeXBT throughout the business relationship which results from your submission of information that is untrue or inaccurate. You further acknowledge and understand that PrimeXBT
shall not be liable for any losses, costs, delays or inconvenience suffered by you, as a result of your provision of untrue or inaccurate information.

3.5. PrimeXBT may further conduct any necessary investigation to verify your identity, whether directly or through a third-party. PrimeXBT shall have the right to store any information collected on you throughout the business relationship for a period of up to five (5) years (or more if requested by an Authority), counting from the day that the business relationship ends.

3.6. PrimeXBT shall have the absolute right, in its absolute discretion, to refuse service to any Client who refuses to comply with any of the requirements set forth herein.

4. SERVICES

4.1. Upon Acceptance of these Terms and Conditions, PrimeXBT shall grant you a revocable, limited, non-exclusive, non-transferable and non-sublicensable royalty-free license to access and engage with the Services offered by PrimeXBT.

4.2. Each Client may only have one unique Client Account open with PrimeXBT at any time.

4.3. PrimeXBT offers its Clients access to trade in a number of financial instruments, in the form of Leveraged Products, and Crypto-Futures Products, as available on the PrimeXBT Trading Platform.

4.4. PrimeXBT shall carry out all Transactions in accordance with the procedures set forth in this Agreement on an execution-only basis, without managing the Accounts or portfolios of Clients, nor providing any kind of investment advice, financial advice or recommendation to Clients.

4.5. PrimeXBT is entitled to execute Transactions requested by the Client, as provided for in this Agreement, and shall have no responsibility or liability in regard to the merit or probability of financial profit or successful outcome of such transaction.

4.6. Whereas Clients may only have one Client Account with PrimeXBT, they must register for separate sub-accounts for Crypto-Futures. Each sub-account shall share the same Client Identification ("Client ID") which shall be shared in all bank accounts (for Fiat currencies) and wallets (for Cryptocurrencies).

4.8. PrimeXBT shall be under no obligation, unless otherwise agreed in this Agreement and/or stipulated in any other documentation on the Website, to monitor or advise the Client on the status of any Transaction, to make margin calls, or to close out any of the Client's open positions.

4.9. For the elimination of any potential doubt, PrimeXBT DOES NOT OFFER INVESTMENT ADVICE, OR CONSULTING, OR PORTFOLIO MANAGEMENT SERVICES. Any communication made by PrimeXBT, and/or its Affiliate Network, and any information displayed on the Website(s) and Trading Platform(s) shall constitute General/Marketing Information. PrimeXBT does not provide investment research services to Clients, and any information displayed on PrimeXBT's Systems containing market analysis shall be considered as a Marketing Communication, which should not be treated as advice, recommendation, or research. PrimeXBT cannot, and does not, guarantee the accuracy, reliability, integrity, or appropriateness of any such information, nor shall PrimeXBT be liable for any loss or damages incurred by Clients as a result of their reliance on such information and/or content. Information relating to PrimeXBT Services shall simply serve the Clients with the opportunity to make independent decisions. Clients should make sure that they understand all risks relating to Leveraged Trading, Virtual Assets and their Derivatives and thus exercise the necessary caution when trading, making sure that they trade responsibly and within their risk thresholds and financial capabilities. PrimeXBT does not and shall not provide tax or regulatory advice nor does it provide any other form of investment recommendations to Clients. You understand that you shall make your own assessment of any Transaction prior to entering into a Trade/placing an Order and shall not solely and exclusively rely on any information, material or communication provided by PrimeXBT and our Affiliate Network, without making your own independent decision.

4.10. PrimeXBT shall engage with your Trade activities/Placement of Orders and/or Transactions, on an execution basis only. You hereby acknowledge and accept that PrimeXBT shall not, at any time, provide you with any trust services and/or trading consultation or advisory services. You further acknowledge that PrimeXBT shall not be liable, in any way, for any operations or transactions you

conduct through the Account and/or on the Trading Platform.

4.11. Each registered Client shall be the only authorized user of PrimeXBT's Services and of the corresponding Account. Under this Agreement, you are granted an exclusive and non-assignable right to the use and access of the Website, the Client Account, the Trading Platform, and the PrimeXBT Systems, and it shall be your responsibility to prohibit access to said Systems, to any other third party (such as, but not necessarily limited to, any next of kin and/or members of their immediate family).

4.12. The Client shall be liable for all Orders placed through the Trading Platform and any Orders executed by PrimeXBT, on behalf of the Client, shall be considered to have been given by the Client. PrimeXBT shall not be under any obligation to investigate such Orders further. PrimeXBT shall not be liable to and/or shall not maintain any legal relations with any third party, other than the Client, in relation to Orders placed through the Client's Account and any position opened through PrimeXBT's Platform(s) and System(s).

4.13. If the Client acts on behalf of any third party and/or on behalf of any third party's name, PrimeXBT shall not accept this person as a Client and shall not be liable to this person regardless of whether such person is identified or not.

4.14. Leveraged Products are Derivative Products, and therefore do not confer ownership or proprietary interest in the underlying instrument. You therefore understand and acknowledge that no physical delivery of any underlying asset shall occur when placing an Order for execution through the Trading Platform.

4.15. You agree that PrimeXBT is the only execution venue in relation to your Transactions, Orders, and all other trading activity under this Agreement. Although we may transmit your Orders for execution to third-party liquidity providers, contractually we shall be the sole counterparty to your Transactions.

4.16. PrimeXBT may refuse and/ or cancel your Transactions/ Orders and withhold any profits derived from such Transactions/ Orders in instances where PrimeXBT has reasonable grounds to believe that you are involved in any of the actions described in clause 5.2. of this Agreement.

4.17. The Company reserves the absolute discretion to offer, modify, or discontinue any of its services and/or products at any time, without prior notice. The availability of services and products may vary

by jurisdiction and certain services and products may not be available in some jurisdictions. Furthermore, the Company reserves the right to determine the volume and/or the quantity and/or the liquidity of any product offered to the Client. In addition, leverage restrictions might apply for certain jurisdictions and/or clients. The Company makes no representations or warranties regarding the availability of services and products in any specific jurisdiction.

4.18. The Client acknowledges and accepts that the Company reserves the right, at its sole discretion and in accordance with its internal risk management policies and procedures, to impose limits on the Client's trading activity. Such limits may include, without limitation: (i) restrictions on the maximum leverage available to the Client; (ii) limitations on the maximum investment amount per asset or financial instrument or crypto asset or per Client; (iii) caps on the aggregate exposure of the Client across specific asset classes, instruments, or market conditions; and (iv) any other trading parameters the Company deems necessary to manage its own exposure and risks.

4.18.1. The Company may implement, amend, or remove such limits at any time, without prior notice, where deemed necessary to mitigate its risk exposure, preserve the orderly functioning of the platform or to comply with its regulatory obligations. The Client further understands that these limits may differ among Clients or jurisdictions.

4.18.2. The Client acknowledges that the Company, at its sole discretion and under certain market conditions, including but not limited to instances where internal exposure thresholds have been reached or exceeded, may refuse to accept an order. Such actions may be taken where the Company's internal exposure limits, as set out in its internal risk management policies, have been reached in respect of the relevant Financial Instrument or its underlying asset. It is further understood that such refusal may apply to pending Client orders.

4.18.3. You acknowledge and agree that the availability, scope, and functionality of the Services may change from time to time. The Company reserves the absolute right, at its sole discretion, to modify, suspend, restrict, limit, disable, discontinue, or otherwise stop, in whole or in part, at any time, any of the following, amongst others,:
(a) any Service, feature, functionality, tool, module, interface, Trading Platform, API access, or account functionality;
(b) any product, instrument, asset, trading pair, market, order type, leverage level, margin requirement, pricing methodology, execution parameter, liquidity provision, or trading condition;
(c) any deposit, withdrawal, transfer, exchange, conversion, custody-related functionality, including any payment method (including cards, bank transfers, third-party payment providers, and cryptoasset deposit/withdrawal methods), and any associated limits, fees, processing times, or verification requirements; and/or
(d) any eligibility requirement, access criterion, jurisdictional availability, onboarding process, KYC/CDD level, account tier, risk limit, exposure cap, transaction limit, or other operational control.

4.18.3.1. The Company is not obliged to provide prior notice, advance warning, reasons, or an

explanation for any action taken under this clause 4.18.3.

4.19. At the Company's sole discretion, inactive accounts for a period of six (6) months may be subject to certain restrictions. Further, the Company reserves the right, but not the obligation, at its sole discretion and without prior notice, to suspend or terminate any such inactive account at any time thereafter.

4.19.1 The Client further understands and agrees that, where the Client maintains an MT5 account, specific MT5 inactivity rules may apply in accordance with the applicable MT5 account type and conditions stated in the Help Centre article available here. Once the applicable conditions are met, the Company shall be entitled, without prior notice, to take the actions described in the relevant Help Centre article, including any restrictions, suspension, reactivation requirements, removal of the account, or any other measures applicable to inactive MT5 accounts.

It is further noted that the provision of MT5 related services involves, or is facilitated through a partner entity, and such services are not provided directly by the Company itself.

4.20. Third-Party Technical Analysis

From time to time, the Company may make available, disseminate, or republish technical analysis, market commentary, technical indicators, price projections, or other related informational materials (hereinafter referred to as the "Third-Party Content") that have been created or provided by independent third parties of the Company. Such Third-Party Content may be published on the Company's official website, client communications, or through its verified social media accounts, as well as on messaging platforms that facilitate real-time or group-based communication with clients and followers.

The Client expressly acknowledges and agrees as follows:

4.20.1. All such Third-Party Content is provided strictly and solely for general informational purposes and illustrative discussion and shall not under any circumstances be interpreted or construed as investment advice, a recommendation, or an offer to buy or sell any financial instrument, digital asset, or derivative product.

4.20.2. The Company does not endorse, adopt, verify, or approve the views, analyses, statements, or conclusions contained in any Third-Party Content and makes no warranty, representation, or undertaking, whether express or implied, as to the accuracy, reliability, completeness, timeliness, or appropriateness of any such material for any particular purpose or use.

4.20.3. The provision or dissemination of Third-Party Content does not and shall not create any fiduciary relationship, advisory obligation, or duty of care between the Client and the Company. The Client is solely responsible for conducting their own independent evaluation and due diligence and for obtaining professional financial, legal, or tax advice before making any investment or trading decisions.

4.20.4. The Client further acknowledges that the Company shall bear no responsibility and shall not be held liable, whether in contract, tort (including negligence), statute, equity or otherwise, for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages, losses, costs or expenses, including but not limited to loss of profits or trading losses, incurred or suffered by the Client as a result of their reliance on or use of any such Third-Party Content.

4.20.5. Any reference to past performance within such content shall not be relied upon as a reliable indicator of future performance. Markets for leveraged products and cryptoassets are highly volatile, speculative, and subject to rapid change, and the Client assumes all associated risks when engaging in trading activities.

4.20.6. The Company does not undertake any obligation to monitor, review, update, correct, or continue publishing any Third-Party Content once made available. The Company reserves the right to amend, remove, or discontinue the dissemination of any such content at its sole and absolute discretion, without notice.

4.20.7. The Client waives any claim, action, or cause of action, whether legal or equitable, against the Company, its affiliates, directors, officers, employees, or agents arising from or relating to the publication, use, reliance on, or interpretation of any such Third-Party Content.

5. PROHIBITED ACTIONS

5.1. It is expressly prohibited to use the PrimeXBT services on behalf of and for the interest of any other person, whether legal or natural, or for resale, or for commercial purposes.

5.2. It is expressly prohibited to engage in the following actions when using the PrimeXBT Services:

5.2.1. Engaging in any action with the intention of subverting any applicable laws and regulations, including but without being limited to, Money-Laundering and Countering the Financing of Terrorism laws and regulations.

5.2.2. Engaging in any action which violates public interests or the legitimate interests of others, especially when engaging in any actions that would directly or indirectly disrupt or interfere in any way with the usage of the PrimeXBT Services and Systems by other PrimeXBT Clients.

5.2.3. Engaging in any action which aims to cause, or results in, Market Manipulation.

5.2.4. Voluntarily and/or involuntarily partaking in arbitrage, including but not limited to, latency arbitrage and swap arbitrage.

5.2.5. Acting contrary to good faith.

5.2.6. Abusing, in any manner, any of the PrimeXBT offerings (e.g., by maintaining -on purpose- multiple Client Accounts and being involved in identity or impersonation fraud). It should be noted that this is not an exhaustive list.

5.3. It is expressly prohibited, without the prior written consent from PrimeXBT, to modify, replicate, duplicate, copy, download, store, transmit, disseminate, transfer, disassemble, broadcast, publish, remove, or alter any copyright statement or label. Additionally, you may not license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any portion thereof, or create derivative works based on any part of the properties, or exploit any aspect of the properties in any manner.

5.4. It is expressly prohibited to (a) employ deep linking, web crawlers, bots, spiders, or other automated devices, programs, scripts, algorithms, or methods, or any similar or equivalent manual processes to access, obtain, copy, or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of PrimeXBT Services in any manner for obtaining materials, documents, or information not intentionally provided through PrimeXBT Services; (b) attempt to access any part or function of the properties without authorization, or connect to PrimeXBT Services or any PrimeXBT Servers/Systems or Networks of any PrimeXBT Services provided through the services through hacking, password mining, or any other unlawful or prohibited means; (c) probe, scan, or test the vulnerabilities of PrimeXBT Services or any network connected to the properties, or violate any security or authentication measures on PrimeXBT Services or any network connected to PrimeXBT Services; (d) reverse look-up, track, or seek to track any information of any other Users or visitors of PrimeXBT Services; (e) take any actions that impose an unreasonable or disproportionately large load

on the infrastructure of systems or networks of PrimeXBT Services or PrimeXBT, or the infrastructure of any systems or networks connected to PrimeXBT services; (f) use any devices, software, or routine programs to interfere with the normal operation of PrimeXBT Services or any transactions on PrimeXBT Services, or any other person's use of PrimeXBT Services; (g) forge headers, impersonate, or otherwise manipulate identification to disguise your identity or the origin of any messages or transmissions you send to PrimeXBT, or (h) use PrimeXBT Services in an illegal manner.

5.5. By accessing the PrimeXBT Services, you acknowledge that PrimeXBT has the right to investigate any violation of the Terms set forth in this Agreement, and to unilaterally determine whether you have violated these Terms. Upon establishing, in its absolute discretion, that you have indeed breached the terms and conditions set forth herein, PrimeXBT may (a) take actions under relevant regulations without your consent or prior notice, such as blocking and closing Order requests (b), freeze your account (c), report the incident to the authorities (d), and publish the alleged violations and actions that have been taken (e), as well as deleting any information that you may have published that is found to be a violation. (f). Refuse to pay any profit accumulated through your transactions with the Company.

5.6. The Company reserves the absolute right to void any (financial and/or trading) transactions deemed to be fraudulent or suspicious. In such cases, the Company, at its sole discretion, will take appropriate action to return the funds to their original source, where possible. This right is exercised if and when the Company becomes aware of, comes to its attention, suspects, or identifies any fraudulent activities associated with the transactions.

5.7. Without prejudice to the Company's right to deduct any profits derived from mirror trading, the Company reserves the absolute discretion to compensate a Client for any losses incurred as a result of such activity (e.g on the "losing account").

5.8. Any compensation granted by the Company shall be at its sole discretion and shall not create any obligation or precedent for future cases.

5.9. Notwithstanding any such compensation, the Client acknowledges and agrees that any fees incurred in connection with trading activities, including but not limited to commissions, overnight financing charges, spreads, and any other applicable fees, shall not be reimbursed or otherwise provided to the Client under these circumstances.

5.10. The Company strictly prohibits the withdrawal of funds from a Client’s account to any third-party person or payment account not registered in the name of the Client.

5.11. The Company strictly prohibits the withdrawal of virtual assets (cryptocurrencies) from a Client’s

account to any third-party individual or wallet address not owned or controlled by the Client.

6. RISK DISCLOSURES

6.1. In respect to all available Services provided by PrimeXBT, you hereby acknowledge, understand, and accept that:

6.1.1. **Leveraged Products are very speculative and risky**. Trading in Leveraged products is highly speculative and is suitable only for those Clients who (a) understand the nature and risks of the product and are willing to assume the financial risks involved, and (b) are financially able to bear losses in excess of their investment capital.

6.1.2. **Trading with Leveraged Products is not an appropriate investment for retirement funds**. You represent and warrant that you understand these risks; and that you are willing and able, financially and otherwise, to assume the risks of trading with Leveraged Products and that the potential loss of your investment funds will not irreversibly damage your quality of life.

6.1.3. **High leverage can lead to quick losses**. The high leverage associated with trading with Leveraged Products can result in significant losses due to price changes and the inherent volatility of certain underlying assets. Clients must maintain the minimum Margin requirements on their open positions at all times. It is the Clients' responsibility to monitor their account balance. PrimeXBT has the right to liquidate any or all open positions and cancel any or all Orders whenever the minimum Margin requirement is not maintained. The higher the leverage in an open position, the higher the risk of losing the entire investment capital when the Market moves against your position.

6.1.4. **Prices on the Trading Platform may be different from prices elsewhere**. PrimeXBT will provide indicative prices for every Leveraged product to be used in trading, valuation of Clients positions and determination of Margin requirements. Although we expect that these prices will be reasonably related to prices of underlying assets available in the open market, the prices we report may vary from prices available to banks and other participants in what is known as the open market. We will exercise considerable discretion in setting and collecting Margin from Clients for their open positions.

6.1.5. **Marketing Communications are for information purposes only**. PrimeXBT is not a financial advisor. The market recommendations provided do not constitute an offer to buy or sell, or the

solicitation of an offer to buy or sell any Leveraged products provided by PrimeXBT. Each decision by the Client to enter into a buy or sell Order or other Transaction with PrimeXBT and each decision whether such Order or other Transaction is appropriate or proper for Client is an independent decision of the Client. PrimeXBT does not act as an advisor, nor does it serve as a fiduciary to the Client. The Client agrees that PrimeXBT has no fiduciary duty to Client, and it shall not be responsible for any liabilities, claims, damages, costs, and expenses, including attorneys' fees, incurred in connection with the Client following trading recommendations, actions or omissions based upon any information provided by PrimeXBT.

6.1.6. **There is no central market or clearinghouse guarantee**. Each Transaction, Order or position opened by the Client is a contract directly between PrimeXBT and the Client. There is no clearing house and no guarantee by any other party of PrimeXBT's payment obligations to the Client.

6.1.7. **No guarantees of profit**. There are no guarantees of profit or freedom from loss in Trading with Leveraged Products and/or Virtual Assets. The Client has not received, nor shall they receive such guarantees from PrimeXBT or from any of its Affiliates or representatives. The Client should always be aware of the risks inherent in trading with Leveraged products and should consider and acknowledge their financial ability to bear such risks and withstand any losses incurred before dealing in Leveraged Products.

6.1.8. **Clients may not be able to close or open positions**. Due to market conditions, Website maintenance, technical issues, system failure or other circumstances PrimeXBT may be unable to close existing position or open new position or execute any other Transaction at the level specified by Client, and the Client agrees that PrimeXBT shall not bear any liability for failure to do so.

6.1.9. **Service interference and Malicious third-party attacks**. There may be third party or other attacks targeting computers/networks, spreading malware, running botnets, (D)DOS attacks, defacing websites, violations of network security, etc. which can materially alter, intercept, or otherwise interfere with the placement or execution of an Order on the Trading Platform, or the transfer of funds to and from the Clients Account. The Client acknowledges, understands, and accepts that the PrimeXBT shall bear no responsibility or liability whatsoever in such an event.

6.2. The above Risk Disclosures are without prejudice to the Risk Disclosure Statement which can be found on the Website and must be read, understood, and accepted prior to the registration of a Client Account and the engagement of trading with PrimeXBT.

7. TRANSACTIONS AND COMMISSIONS/ FEES

7.1. The provision of Services and the performing of both trading and non- trading operations under the Agreement is subject to the payment of trade commission, margin financing, deposit/withdrawal related charges and other fees (the "Fees") to PrimeXBT. The Fee Schedule is available at all times on the Website.

7.2. Information regarding margin call and stop-out levels for all instruments can be found in the Company's website in the "Fees and Commissions" section.

7.3. PrimeXBT charges commission on carrying out operations to pay in/withdraw funds. The amount of commission for paying in/ withdrawal of funds depends on factors such as the Transaction amount, the type of Transaction, the Transaction currency, the system/method of payment/withdrawal and so forth.

7.4. When placing Orders in Leveraged Products, the applicable Fees for executing the Transaction or maintaining an open position or any other relevant Fee may appear as a percentage of the value of the Order, therefore the Client shall be responsible to understand what fees shall apply to their Order and how Fees are calculated in each case.

7.5. Any refund of Client funds shall be processed in accordance with the Withdrawal and Refund Policy, which forms an integral and inseparable part of this Agreement. Refunds may be subject to administrative fees, as disclosed within the relevant Refund Policy.

7.6. PrimeXBT may change its Fees and Commissions from time to time. PrimeXBT shall have the right to amend the fee schedule without prior notice to the Client.

7.7. PrimeXBT reserves the right to reject a withdrawal request in instances where it has reasonable grounds to believe that the said instruction is being placed to abuse any of its offerings and/or is contrary to its policies and procedures.

7.8. The Client hereby acknowledges and agrees that, in the event the Company erroneously credits an amount to the Client's account which exceeds the amount rightfully due, the Client is under an immediate obligation to notify the Company of such overpayment and, upon demand, repay the full amount of the excess funds. The Client expressly agrees that any retention of such overpaid funds constitutes a material breach of this Agreement, including but not limited to the duty to act in good faith as stipulated herein.

Failure to return the excess funds promptly, upon the Company's request, will entitle the Company to

pursue all legal and equitable remedies available under this Agreement and applicable law, including but not limited to the initiation of legal proceedings for the recovery of such funds, imposition of account restrictions, suspension of services, and termination of the Client's account. The Client further acknowledges that such actions may also result in additional liabilities, including legal costs, damages, and interest, which the Client shall be liable to pay in full.

7.9. In the Company's absolute discretion,withdrawals may be free of charge for a limited period and up to a specified amount, as determined by the Company from time to time. Withdrawal fees may be adjusted based on factors, including but not limited to the client's portfolio on the platform. The Company reserves the right to waive or reduce withdrawal fees, including setting them to zero, for a limited time as part of promotional campaigns.

7.10. While the Company may, in its absolute discretion, offer zero-fee withdrawals, in certain cases a fee may apply to such withdrawals; the exact fee will be shown on the withdrawal page prior to submission of the withdrawal request.

7.11. The Customer's Account is intended for use in connection with the Company's trading services. Where the Company has reasonable grounds to conclude, based on the Customer's overall activity, that the Account is being used primarily to deposit and withdraw funds with no or minimal genuine trading, in order to take advantage of free or reduced deposit or withdrawal fees, the Company may apply an additional withdrawal fee of up to 10% of the withdrawal amount. The exact fee will be displayed before the Customer confirms the withdrawal request.

7.12. Third-party fees. The Client acknowledges that deposits and withdrawals may be processed via, inter alia, third-party financial institutions, payment service providers, card schemes, or blockchain networks, which may impose their own fees, FX spreads, charges, or deductions. Any such third-party fees are outside the Company's control and are borne by the Client. The Company is not responsible for, and does not reimburse, any fees or deductions charged by such third parties.

7.12. Deposit and Withdrawal Limits

The Company reserves the right to establish, apply and amend, at any time and at its discretion, minimum and maximum amounts and any other limits or conditions applicable to Deposits and Withdrawals. Such limits or conditions may be applied with immediate effect and without prior notice to the Client. Where the Company considers appropriate, the applicable limits or conditions may be displayed on the Platform, in the Company's website or otherwise communicated to the Client. The Company may reject, delay or decline to process any Deposit or Withdrawal that does not comply with the applicable limits or conditions.

7.13. Exchange Limits

The Company reserves the right to establish, apply and amend, at any time and at its discretion, minimum and maximum amounts and any other limits or conditions applicable to exchanges or conversions. Such limits or conditions may be applied with immediate effect and without prior notice to the Client. Where the Company considers appropriate, the applicable limits or conditions may be displayed on the Platform, in the Help Centre or otherwise communicated to the Client. The Company may reject, delay or decline to process any exchange or conversion that does not comply with the applicable limits or conditions.

7.14. Failed, Uncredited, Invalid or Unsettled Deposits

7.14.1. In the event a deposit is credited to a Client's account but is subsequently identified as invalid, unsuccessful, reversed, recalled, or otherwise not properly settled due to any reason, including but not limited to issues reported by the relevant payment provider, financial institution, or third-party service, the Company reserves the right to unilaterally reverse the credited amount and adjust the Client's account balance accordingly.

7.14.2. The Client remains solely responsible for any resulting negative balance and shall immediately repay any outstanding amount upon demand. Repeated instances of unsettled or invalid deposits may be treated as misuse of the platform and may result in the imposition of additional restrictions, suspension, or termination of the Client's account at the Company's sole discretion.

7.14.3. The Company accepts no liability for any losses, damages, or claims arising from or in connection with the reversal or adjustment of funds pursuant to this section.

7.14.5. The Client agrees that in certain cases, a blockchain (network) fee may apply to crypto withdrawals; the exact fee will be shown on the withdrawal page prior to submission of the withdrawal request.

7.14.6 A Deposit shall be credited to the Client's Account only after the Company or its designated service provider has confirmed the actual receipt of the relevant funds. The Company shall not be liable for any Deposit that fails, is rejected, delayed, reversed or remains uncredited due to circumstances outside the Company's reasonable control, including any act, omission, delay or failure of a bank, payment service provider or other third party.

The Client remains responsible for ensuring that all payment details and instructions are complete and accurate and for following up with the relevant third party where a Deposit has not been received. The Company may request any information or supporting documentation it reasonably considers necessary to investigate or verify the transaction and shall have no obligation to credit the Client's Account unless and until receipt of the funds has been confirmed.

7.15. **Pricing discrepancies and internal issues**

7.15.1. From time to time, due to technical, configuration, data, connectivity, liquidity-provider, or other internal or third-party issues, the prices displayed, executed, or recorded on the Platform, or the way market cost components are incorporated into pricing or charges, may not fully reflect standard market conditions for the relevant instrument during a limited period (a "Pricing Discrepancy").

7.15.2. A Pricing Discrepancy may result in trades being opened, closed, valued, margined, or settled on terms that would not have been available under standard market conditions.

7.15.3. Where the Company identifies a Pricing Discrepancy, the Company may take any corrective action it considers necessary to restore the affected Trading Account(s) and affected trade(s) to the economic position that would have applied had standard market conditions and applicable market cost components been properly reflected. Such corrective action may include, without limitation:
(a) recalculating the price, PnL, commissions, fees, funding/financing outcomes, margin, and any other relevant account entries for affected Trades,
(b) repricing or amending affected Trades,
(c) reversing, cancelling, or voiding affected Trades, in whole or in part, where recalculation is not reasonably practicable,
(d) making corresponding balance adjustments, including the deduction of any profits, credits, rebates, or benefits that arose primarily from the Pricing Discrepancy.

7.15.4. The Client acknowledges that profits, credits, or other benefits generated primarily from a Pricing Discrepancy do not represent profits generated under standard market conditions, and the Company is not obliged to honour such amounts.

8. MARGIN & LEVERAGED TRADING

8.1. When executing Transactions and placing Orders for Leveraged Products, the Client shall be required to deposit a Margin amount. A Leveraged Order cannot be placed without Margin. Margin is deposited by the Client in their Client Account or Sub-Account (depending on the type of service) and it is held by PrimeXBT in corresponding designated Client Fund Accounts in either Bank Accounts (for Fiat margin) or Wallets (for Cryptocurrency margin), as displayed on the Client Account, with the specific Client ID that has opened the leveraged position.

8.2. Clients must provide and maintain in their Account and/or any relevant sub-account (depending on the type of service) the necessary Margin in such amounts, and within such limits as PrimeXBT, in its sole discretion, may from time to time require in order to provide its Services and keep the leveraged positions open. PrimeXBT may change Margin requirements at any time without prior notice to Client, and the Margin requirements may vary from different Orders and/or Leveraged Product.

8.3. All Margin shall be held by PrimeXBT, notwithstanding any provision or instructions to the contrary, as continuing security and shall be subject to a general lien and right of set off in favor of PrimeXBT for any and all of your obligations, liabilities or monies whatsoever at any time now or hereafter owing, due, incurred or payable by the Client PrimeXBT under this Agreement or otherwise, whether present or future, actual or contingent, solely or jointly or whether as principal or surety, and PrimeXBT may realize any Client Margin as provided for in this Agreement. Subject to PrimeXBT's rights under this Agreement, including, without limitation, PrimeXBT will not sell,
transfer, loan, hypothecate, rehypothecate or pledge any Margin allocated to a Client Account or Sub-Account unless specifically instructed by the Client, authorised under these Terms, or compelled by a court of competent jurisdiction to do so.

8.4. Subject to the applicable regulatory framework, PrimeXBT may deposit in PrimeXBT's general account(s) or any other account or Wallet (as applicable to the currency), any Client Margin and may commingle Margin with the Virtual Assets, currencies, and properties of PrimeXBT or other Clients. Any Margin and other Virtual Assets held by PrimeXBT on the behalf of Clients shall be segregated from PrimeXBT's own Virtual Assets, currencies, and property.

8.5. PrimeXBT may aggregate Client Orders. The allotment or distribution of any asset pursuant to such Order aggregation shall be at PrimeXBT's sole and absolute discretion. The Client acknowledges and agrees that PrimeXBT may enter into Transactions as principal and, in circumstances where PrimeXBT does act as a principal to any transaction, PrimeXBT may also take such actions as it reasonably requires to limit its liability/exposure under such Transaction.

8.6. PrimeXBT may at any time liquidate the Client's open positions or withdraw funds from Client Accounts, whether held by PrimeXBT in a Bank Account or Wallet for the Client and bearing the Client's ID, without notice:

8.6.1. to ensure that actual Margin equals or exceeds the required Margin to maintain open positions;

and/or

8.6.2. to satisfy any payment obligation to PrimeXBT, including commissions, margin financing and other costs in respect of the Clients' Account.

8.6.3. to prevent the accumulation of excessive Negative Balance of open positions.

8.7. The Client's open positions must be fully margined at all times. The client is responsible for monitoring their account and ensuring that the required Maintenance Margin is fully maintained to support open positions.

8.8. If the Maintenance Margin requirements are not met, open positions will be closed without additional notice, regardless of whether this results in a loss or a profit. It is important to note that the company bears no responsibility or liability for any outcomes resulting from such closures.

8.9. The Company reserves the right to use the Client's funds from any other wallet and/or account in order to cover the negative balance on the Client's trading account.

8.10. In the event of system failure or incorrect position calculation, PrimeXBT may either close the open position or use funds from the Client Account to keep the position open, whichever PrimeXBT sees fit in its absolute discretion. Refunded funds shall be processed in accordance with the Withdrawal and Refund Policy, which is an integral and inseparable part of this Agreement.

8.11. The Client acknowledges that trading on Margin may be subject to taxation. The Client shall remain fully and solely responsible for reporting, paying, settling and/or remitting any and all taxes (whether on any income, capital gains, sales, value added or similar tax and so forth) to the appropriate tax authorities that have jurisdiction over which the Client may be liable to pay tax to. For the elimination of any doubt, PrimeXBT shall not be responsible nor liable for withholding, collecting, reporting, paying, settling and/or remitting any taxes, which may arise from the Client's participation in Margin Trading.

8.12. The Clients are entitled to withdraw any portion of funds corresponding to the free margin available in their Accounts to their Wallet, subject to applicable operational restrictions and any other limitations set forth by the Company. Notwithstanding this right, the Company reserves the right to suspend and/ or reject a withdrawal request in instances where it has reasonable grounds to believe

that the said instruction is being placed to abuse any of its offerings and/or is contrary to its policies and procedures. In addition, the Company reserves the right to reject any withdrawal request if there are reasonable grounds to suspect that the request is being made with the intent to abuse the Company's Negative Balance Protection Policy ('NBP'), exploit off-quotes, profit on incorrect pricing from liquidity providers, or any other technical anomalies and/or errors. In such instances, the Company reserves the absolute right to cancel the withdrawal request and to make the necessary adjustments to the Clients' account(s), including but not limited to, the deduction of any and all profit derived from such errors or abusive activities.

9. FUTURES TRADING

9.1. To conduct Futures Trading, you must register for, and successfully open a Crypto-Futures Trading Sub-Account with PrimeXBT. When registering for a Futures Trading Sub-Account, you acknowledge and represent that:

9.1.1. You fully understand the inherently high risks of Futures Trading, including but not limited to the risk of major fluctuations in the value of Virtual Assets in Futures Trading, and the risk of intensifying adverse outcomes when leverage is used.

9.1.2. You have sufficient investment knowledge and experience and the capacity to take risks arising from Futures Trading and agree to independently assume all the risks arising from engaging in Futures Trading.

9.1.3. Before engaging in Futures Trading, you have read and understood all the contents of the PrimeXBT Futures Trading Services Terms of Use and the relevant PrimeXBT Futures Platform Policies and have consulted relevant professionals to make informed decisions on whether and how to engage in Futures Trading, according to their recommendations and your own reasonable judgment and individual initiative.

9.1.4. You agree and authorize PrimeXBT to take various reasonable measures in its discretion (including but not limited to forced liquidation and forced position reduction under specific circumstances) in accordance with the PrimeXBT Futures Trading Services Terms of Use and the relevant PrimeXBT Futures Platform Policies, to protect the legitimate interests of all Futures Trading Participants.

10. CRYPTOASSET SERVICES

10.1. Services Offered

PrimeXBT may offer, at its sole discretion and subject to this Agreement, the following services to Clients:

(a) Cryptoasset Exchange Services

PrimeXBT may provide Clients with access to a platform allowing for the exchange between cryptocurrencies and fiat currencies. The most current version of the list of supported cryptoassets is accessible to Clients directly through the 's Website and/or Platform. The list of supported cryptoassets may be amended at the Company's sole discretion.

(b) Cryptoasset Custody Services

PrimeXBT may provide secure custody and safekeeping of supported cryptoassets on behalf of Clients. Custody services are offered solely for the purpose of facilitating the Client's use of the platform and do not constitute fiduciary or trust arrangements. PrimeXBT shall act as custodian of Client cryptoassets. However, PrimeXBT reserves the right to delegate custody to third-party service providers, including affiliates or unaffiliated entities.

(c) Deposit and Withdrawal Services

Clients may be permitted to deposit and/or withdraw supported cryptoassets into or from their account in accordance with the procedures and technical specifications communicated by PrimeXBT. All such deposits and withdrawals might be subject to PrimeXBT's ongoing transaction monitoring protocols, due diligence assessments, and compliance controls, including without limitation any requirements imposed by applicable anti-money laundering, counter-terrorism financing, and financial crime prevention laws and regulations.

The Client hereby acknowledges and agrees that PrimeXBT may, at any time, require the Client to provide such verification data including, inter alia, transaction originator and beneficiary data, declarations, or other information and/or supporting evidence as PrimeXBT may in its sole discretion deem necessary or appropriate in connection with any cryptoasset transaction or attempted transaction. Furthermore, PrimeXBT reserves the right, in its sole discretion and without limitation, to request additional verification measures prior to processing a transfer or transaction. This may include, but is not limited to, signature verification, additional identity checks, proof of ownership, wallet attestation, and confirmation of source or destination of funds in connection with unhosted wallets or high-risk destinations (hereinafter collectively referred to as "Verification Documents"). The Client irrevocably undertakes to provide any such Verification Documents within the timeframe prescribed by PrimeXBT. Failure by the Client to comply with such request within the stipulated period may result in the rejection, delay, suspension, restriction, or cancellation of the transaction in question and/or the imposition of additional limitations on the Client's account, without prejudice to any other rights or remedies available to PrimeXBT under this Agreement, at law or in equity.

PrimeXBT shall not be liable for any loss arising from the use of incorrect wallet addresses, delays inherent in blockchain networks, the Client's failure to follow required procedures, or any wrong information provided by the Client.

Cryptoassets sent to unsupported wallets or blockchain networks may not be recoverable. PrimeXBT shall bear no responsibility for any loss resulting from deposits or withdrawals involving unsupported formats or assets.PrimeXBT reserves the right to decline or cancel any transfers to or from unsupported wallets or blockchain networks, and further reserves the right to update its list of unsupported wallets and blockchain networks at its sole discretion, without prior notice.

10.4 Legal Status and No Advisory Role

PrimeXBT does not act as the Client's fiduciary, adviser, or trustee. The Client expressly acknowledges that PrimeXBT does not provide investment advice, portfolio management, or any form of recommendation in respect of cryptoasset transactions.

All services are rendered on an execution-only basis. Any communication, market data, research, or general commentary provided by PrimeXBT shall not be construed as advice or an inducement to engage in any specific transaction or trading strategy.

10.5 Exchange Completion and Refunds

Upon the successful execution of a cryptoasset exchange transaction initiated by the Client, and once the Client has received the exchanged assets, whether in the form of fiat currency or supported cryptoassets, PrimeXBT shall display a confirmation of the completed exchange via the Platform interface. Such confirmation may be presented through a transactional pop-up notification or similar means of electronic acknowledgment.

A record of successfully executed exchange transactions shall be made available to the Client via the Client's account interface. The Client may access such records at any time, subject to any operational constraints, system maintenance, or legal restrictions that may apply.

The Client expressly acknowledges and agrees that refunds will not be permitted following the completion of an exchange transaction. A refund may only be processed with respect to funds that remain unconverted and held by the Company prior to the finalization of the exchange instruction. Once an exchange transaction has been executed, regardless of whether it involves a conversion from fiat to cryptoasset or cryptoasset to cryptoasset, the Client shall be deemed to have irrevocably consented to such transaction and no entitlement to reversal, revocation, or refund shall arise.

PrimeXBT expressly disclaims any liability for losses, damages, or claims arising from mistaken submissions, incorrect recipient wallet addresses, or the Client's failure to adhere to published procedures and requirements.

PrimeXBT does not guarantee the availability of any specific cryptoasset or trading pair and reserves the right to modify, suspend, or remove such assets at any time, in its sole discretion or where required to do so by law or risk management policy.

10.6 Risk Disclosures

The Client acknowledges, understands, and agrees to the following non-exhaustive risks associated with the use of the Company's platform and services:

10.6.1 Risk of Software and System Vulnerabilities

The Client acknowledges that PrimeXBT 's trading platform, mobile applications, backend infrastructure, APIs, smart contract protocols, and associated software may contain flaws, vulnerabilities, coding errors, or unforeseen design defects. Such defects may materially impair functionality or result in the irrecoverable loss of data, funds, or access to cryptoassets. PrimeXBT makes no representation or warranty, express or implied, that the operation of its systems shall be uninterrupted, error-free, or secure. PrimeXBT disclaims all liability for losses arising from any such defects, failures, or system breaches, whether foreseeable or not.

10.6.2 Regulatory and Legal Risk

The Client accepts that blockchain and cryptoasset-related technologies are subject to uncertain and rapidly evolving legal and regulatory frameworks. It is possible that jurisdictions may adopt new laws, regulations, or interpretative guidance that materially affects PrimeXBT's operations, the legality of cryptoasset transactions, or the rights and obligations of Clients. PrimeXBT reserves the right, without liability, to modify, suspend, or terminate any aspect of its services in response to regulatory developments. The Client waives any claim or cause of action against PrimeXBT or its affiliates arising from or related to changes in applicable law or regulatory position.

10.5.3 Risk of Business Abandonment or Technology Failure

The Client acknowledges that the continued development, deployment, and operation of PrimeXBT Systems, including any platform features, cryptoasset support modules, or related infrastructure, may be abandoned, delayed, suspended, or terminated at the discretion of PrimeXBT. Such cessation may result from commercial infeasibility, insufficient adoption, lack of funding, or technological redundancy. The Client accepts that no assurance is given regarding the continued availability or viability of any specific cryptoasset or system functionality.

10.6.4 Cybersecurity, Phishing, and Internet-Based Risks

PrimeXBT expressly disclaims liability for any loss, theft, or compromise of Client assets or information resulting from phishing, spoofing, SIM-swap attacks, domain spoofing, or other internet-based fraud. The Client

is solely responsible for verifying the authenticity of any communication purporting to be from the Company and must only interact with the official website and verified communication channels. PrimeXBT shall bear no liability for losses resulting from the Client's failure to adopt reasonable security precautions.

10.6.5 Blockchain Network Risk and Mining Attacks

Cryptoassets supported by PrimeXBT are typically maintained on public blockchain networks. These networks may be subject to attacks such as double-spending, chain reorganizations, majority-hashrate attacks, selfish mining, or other consensus failures. The Client accepts that such events may compromise the reliability, finality, or accuracy of cryptoasset transactions. PrimeXBT disclaims all liability in connection with such events, whether or not any mitigation action is taken.

10.6.6 Market Risk and Volatility

Cryptoassets are highly speculative and subject to extreme price volatility, including total loss of value. The Client understands that the value of any cryptoasset may fluctuate significantly due to market dynamics, legal developments, technological change, or third-party influence. The Client agrees that the Company shall bear no liability for losses resulting from market movements, pricing errors, or liquidity constraints.

10.6.7 Disclaimer of Warranties

PrimeXBT provides all cryptoasset-related services on an "as is," "as available," and "under development" basis. To the fullest extent permitted by law, PrimeXBT expressly disclaims any and all representations and warranties, whether express, implied, or statutory, including but not limited to merchantability, fitness for a particular purpose, uninterrupted access, or non-infringement. The Client acknowledges and accepts that participation in cryptoasset transactions is undertaken entirely at the Client's own risk and discretion.

10.6.8 Protocol and Community Risks

Blockchain ecosystems may undergo forks, protocol upgrades, or market-driven changes without warning. These changes may result in the creation of competing chains or significant alterations to the rules governing a cryptoasset. The Client understands and accepts the risk of split chains, incompatible updates, or devaluation of assets. PrimeXBT shall not be obligated to support any forked chain, and may at its sole discretion determine whether or not to continue supporting a particular network or asset.

10.6.9 Taxation Risks

The Client acknowledges sole responsibility for determining, reporting, and settling any tax obligations arising from the acquisition, disposition, holding, staking, or transfer of cryptoassets. PrimeXBT shall not be liable for any tax consequences incurred by the Client and makes no representations regarding tax treatment under any legal system. By using PrimeXBT's services, the Client irrevocably waives any claim against PrimeXBT or its

affiliates in relation to taxation.

10.6.10 Cyber Events and Security Incidents

Malicious third parties may attempt to compromise PrimeXBT's infrastructure through hacking, ransomware, malware, denial-of-service attacks, or other disruptive acts ("Cyber Events"). PrimeXBT does not guarantee that the root cause of such events will be identifiable or that mitigation will be successful. The Client expressly acknowledges that PrimeXBT shall not be liable for losses, damages, or business interruption resulting from any such Cyber Event, whether foreseeable or not.

10.7 Availability of Cryptoassets

The Client acknowledges and agrees that PrimeXBT does not make any representation, warranty, or guarantee regarding the continued availability of any specific cryptoasset, token, virtual currency, or trading pair on its platform. PrimeXBT reserves the absolute and unilateral right, at any time and without prior notice, to modify, suspend, restrict, or permanently remove any cryptoasset or trading pair from its platform, whether for operational reasons, risk management considerations, legal obligations, or any other reason deemed appropriate by PrimeXBT in its sole discretion.

Such modification, suspension, or removal shall not entitle the Client to any compensation, damages, or remedy of any kind, and the Client hereby irrevocably waives any claim or cause of action against PrimeXBT in relation thereto.

10.8. Client Orders

The Client acknowledges and agrees that all orders submitted to PrimeXBT must reflect fair, lawful, and market-consistent practices in accordance with applicable standards of the underlying cryptoasset market.

PrimeXBT reserves the absolute right, at its sole discretion, to reject, cancel, close or disregard any order submitted by the Client. This may occur without prior notice and for reasons including, but not limited to:

i. breach of this Agreement or PrimeXBT's policies;
ii. unusual or excessive order size;
iii. suspicion of fraud, abuse, or market manipulation;
iv. suspicion of money laundering or financial crime;
v. insufficient funds, margin, or liquidity in the Client's account;
vi. adverse or abnormal market conditions; or
vii. any other major operational or risk-based consideration.
viii. The Client's order is intended to manipulate the market or engage in abusive trading.
ix. The order violates applicable law;.
x. PrimeXBT's liquidity providers are unable to offer prices.

xi. The underlying cryptoasset becomes highly volatile or disrupted.
xii. The trading of the cryptoasset closes prematurely or is suspended.
xiii. Market conditions are abnormal or there is a force majeure event (e.g., natural disaster, war, or systemic failure).
xiv. A relevant government or regulatory body halts or restricts trading.
xv. The cryptoasset becomes delisted or unsupported by PrimeXBT.

The Client understands and accepts the following:

1. Orders may not be modified or cancelled after submission. PrimeXBT is not obliged to accept modification or cancellation requests.
2. Once an order is executed, the Client is bound by its terms and execution price.
3. The Client is solely responsible for tracking the status of all orders.
4. If the Client is unsure about the status of any order, they must promptly contact PrimeXBT.
5. The Client remains liable to pay any amounts due upon entering a transaction, in accordance with PrimeXBT's general fees and Deposits and Withdrawals Policy.

The price at which a Client's order is executed is determined by PrimeXBT at the time of execution and may differ from prices quoted on external exchanges or platforms. PrimeXBT is not obligated to match any specific exchange or market price. The Company's price is final and binding, as reflected in the execution confirmation provided to the Client. The Client will see the final price prior to the execution of the order.

10.9. Fees and Charges

All applicable fees, commissions, and charges are displayed on the Platform and/or Website. By using the services, the Client agrees to the fees as shown at the time of the transaction. PrimeXBTy may update its fees at any time without prior notice, and it is the Client's responsibility to review the latest fee schedule before placing any order.

10.10 Use of Third-Party Systems and Additional Verification Requirements

The Client acknowledges and agrees that PrimeXBT may rely on third-party systems, service providers, infrastructure tools, or technical partners to process, transmit, receive, or store information related to cryptoasset transfers, transactions, and associated data. In this context, the Client consents to the sharing of personal and transactional data with such third parties to the extent necessary for PrimeXBT to fulfil its operational, compliance, or legal obligations.

10.11 Wallet Blacklisting Rights

PrimeXBT expressly reserves the right, in its sole and absolute discretion, to blacklist or block any wallet address or blockchain network from interacting with its platform or systems. This right may be exercised without prior

notice and without any obligation to disclose the underlying reason or justification to the Client or any third party. The Client acknowledges and agrees that such decisions may be based on internal risk assessments, compliance policies, or other considerations deemed appropriate by PrimeXBT.

10.12 Right to Reject or Delay Transfers and Orders

PrimeXBT reserves the right to reject, suspend, delay, or block any transaction, order, or transfer, whether incoming or outgoing, at its sole discretion, without any obligation to provide notice and/or explanation. PrimeXBT shall bear no liability for any delay, loss, or consequence arising from the exercise of such rights. The Client expressly acknowledges that PrimeXBT is not required to disclose the basis, source, or legal justification for any such decision.

11. CONFIDENTIALITY AND PERSONAL DATA

11.1. PrimeXBT may collect client information directly from the Client or from other persons including but not limited to credit reference agencies, fraud prevention agencies, third authentication service providers, other financial institutions, and providers of registers.

11.2. The PrimeXBT Privacy Policy, which can be found at all times on the Website, forms an integral and inseparable part of this Agreement. The Privacy Policy outlines our commitment to protect our Clients' privacy and provides an overview of how we collect, use, store and disclose your personal information for the purposes of this Agreement. By registering for an account and engaging with our Systems and Services, you acknowledge that you have read, understood, and agree to be bound by the Privacy Policy.

11.3. Client information which PrimeXBT holds, shall be treated as confidential and will not be used for any purpose other than in connection with the provision, administration, and improvement of the Services, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already
possessed by PrimeXBT without a duty of confidentiality will not be regarded as confidential.

11.4. The Client agrees that PrimeXBT reserves the right to disclose Client information (including recordings and documents of a confidential nature, card details, personal details) in the following circumstances as (and to the extent) required:

11.4.1. Where required by law or a competent Court;

11.4.2. Where requested by a regulatory authority having control or jurisdiction over PrimeXBT or the Client or their associates or in whose territory PrimeXBT has Clients;

11.4.3. To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;

11.4.4. To execution venues or any third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;

11.4.5. To credit reference and fraud prevention agencies, third-party authentication service providers and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification, or due diligence checks of the Client;

11.4.6. To PrimeXBT's professional advisors, provided that in each case the relevant professional shall be informed about the confidential nature of such information, and they shall be required to commit and agree to be bound by the same confidentiality obligations set out herein;

11.4.7. Only to the extent required, to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist PrimeXBT collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;

11.4.8. Only to the extent required, to other service providers for statistical purposes in order to improve PrimeXBT's Marketing processes. In such a case, the data will be provided in (statistical) aggregate form;

11.4.9. To market research call centers that provide telephone or email surveys with the purpose to improve our Services;

11.4.10. Where necessary in order for PrimeXBT to defend against legal claims or to exercise its legal rights;

11.4.11. At the Client's request or with the Client's consent;

11.4.12. To PrimeXBT Affiliates;

11.4.13. To successors or assignees or transferees or buyers of the Company;

11.5. PrimeXBT may share your KYC and other personal data with our Affiliate and/or Partner companies.

11.6. The Client is required to provide accurate, complete, and correct personal information as requested by the Company.

11.7. The collection and processing of personal data are for the purpose of adhering to applicable regulatory legislation requirements, including but not limited to anti-money laundering laws. It also serves all related purposes within this Agreement, such as enabling the Company to fulfill its duties to the Client.

11.8. The Client acknowledges and consents to the Company's right, for the purposes outlined in section 11.7, to collect, record, organize, accumulate, store, update, modify, retrieve, utilize, disclose, anonymize, block, delete, destroy, and conduct other necessary actions with their personal data, in accordance with prevailing regulatory laws.

11.9. The Client agrees and permits the Company to retain, manage, and process personal data as described in this Agreement for the duration of the Agreement and for a period as described in the Company's Privacy Policy.

12. COMMUNICATION WITH CLIENTS

12.1. We will communicate with you via your registered e-mail, telephone, and/or messages/notifications within your Account. All our contact details are available on our Website. Any communication from you to us shall be deemed effective on the date and time of reception by us. It is your responsibility to ensure that you have read any and all
communications that we may send you from time to time, via any communication method.

12.2. It is your responsibility to inform us about any changes in your contact details.

12.3. The method of Communication and all communication and instructions between the Client and the Company shall be made through the Client's officially registered email address as declared during registration or through the Client's access to the Trading Platform using registered credential. Any instruction received through these means shall be deemed to have been given by the Client, and the Company shall bear no liability if such instruction was in fact submitted by an unauthorised person, nor for any loss or consequence arising from the execution of such instructions, including but not limited to execution of orders, withdrawals or deposits.

12.4. You understand and acknowledge that our official language is the English language. The provision of any information, including marketing material, any translated version of the Agreement and/or any other communication, in a language other than English, is provided solely for convenience purposes and the legally binding version shall always be the English language version of such documentation or communication.

12.5. Any communication sent to you by PrimeXBT is intended to be received by you, and only you. You are responsible for keeping any information we send to you private and confidential.

13. REPRESENTATIONS AND WARRANTIES

13.1. You hereby represent and warrant that you are able to access and use the Website(s); In particular, the jurisdiction where you reside, hold citizenship, or conduct business allows you to utilize the Services offered by PrimeXBT and to enter into binding legal agreements with PrimeXBT; and

13.2. You shall use the Website, the Trading Platform, and the Services at your own risk. You agree that PrimeXBT shall not be liable for any damages or harm you incur that arises directly or indirectly from your voluntary use of the Website, the Trading Platform, and the PrimeXBT Services;

13.3. The information provided on the Website is for general information purposes only and is given in good faith. You acknowledge and warrant that you may act upon such information at your own risk, knowing that PrimeXBT shall not be held liable for any resulting losses or damages. The information provided through such mediums is selective, and PrimeXBT may not verify all information, which may not be complete or accurate for your purposes and should not be relied upon without further enquiry and personal research. The information should not be construed as a recommendation to trade or engage with the Services provided by PrimeXBT in a particular manner;

13.4. PrimeXBT does not warrant that the use of the Website will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Website, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Website. PrimeXBT shall not be, in any way, responsible for any such interference that prevents your access or use of the Website and the Service. PrimeXBT shall not be responsible for any losses, expenses, costs, or damages resulting from interruptions, errors, or interferences.

13.5. PrimeXBT gives no warranty about the Website. Without limitation to the foregoing, PrimeXBT does not guarantee that the Website will meet your requirements or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded insofar as is permitted by law including, without limitation, warranties of merchantability, fitness for purpose, title, and non-infringement.

13.6. PrimeXBT is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between you and PrimeXBT.

13.7. You agree that, unless otherwise expressly provided in these Terms, PrimeXBT will not be responsible for any modification or termination of PrimeXBT Services by you or any third party, or suspension or termination of your access to PrimeXBT Services.

13.8. You do not intend to hinder, delay or defraud PrimeXBT or any other PrimeXBT Clients, or engage in any illegal conduct and/or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.

13.9. PrimeXBT denies all liability for the operation and reliability of the Website(s) when used within an online environment, where you or a third party is providing the computer equipment and/or internet services upon which the product is dependent upon for any part of its functionality.

13.10. By using the Services, you confirm that you understand that the timely operation of the Internet and the World Wide Web is governed by constraints beyond the control of PrimeXBT. You accept that PrimeXBT shall not be liable for any perceived slow operation of the Website, or any damages or losses

that could result from slow operation or disruption of the Website.

13.11. By using the Services, you accept that all trade executions are final and irreversible, and that PrimeXBT shall not be liable for the results of any trades or execution of Orders placed or initiated by you, alongside with any accompanying instructions given.

13.12. By using the Services, you accept that PrimeXBT reserves the right to liquidate any position at any time regardless of the profit or loss status of the position.

13.13. PrimeXBT does not warrant nor guarantee that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable, or correct; that any defects or errors will be corrected, or that the Service will be available at any particular time or location. You assume full responsibility and risk of loss resulting from your use of the Service and acknowledge that PrimeXBT shall not be liable for any resulting losses or damages.

14. INDEMNITY AND LIMITATION OF LIABILITY

14.1. The Client shall indemnify and keep PrimeXBT and its directors, officers, employees or representatives indemnified against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by PrimeXBT or any other third party in respect to any act or omission of the Client in the performance of his/her obligations under this Agreement and/or the liquidation of any financial instruments of the Client in settlement of any claims with PrimeXBT, unless such liabilities result from gross negligence, willful default or fraud by PrimeXBT. This indemnity shall survive termination of this Agreement.

14.2. PrimeXBT shall not be liable for any direct and/or indirect loss, expense, cost, or liability incurred by the Client in relation to this Agreement, unless such loss, expense, cost, or liability is a result of gross negligence, willful default, or fraud by PrimeXBT. PrimeXBT shall have no liability to the Client whether in tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under and/or in connection with the Agreement.

14.3. PrimeXBT shall not be liable for any loss of opportunity as a result of which the value of the assets of the Client could have increased or for any decrease in the value of the assets of the Client, regardless

of the cause, unless such loss is directly due to gross negligence, willful default, or fraud on the part of PrimeXBT.

14.4. PrimeXBT shall not be liable for any loss which is the result of misrepresentation of facts, error in judgment or any act done or which PrimeXBT has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, willful default, or fraud by PrimeXBT.

14.5. PrimeXBT shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Client or with or through whom Transactions on behalf of the Client are carried out.

14.6. PrimeXBT is committed to ensure continuity of the Services on the Website. However, PrimeXBT assumes no responsibility for any error, omission, deletion, interruption, delay, defect, in operation or transmission, communications line failure, theft or destruction or unauthorized access or alteration of the site or Services. PrimeXBT denies responsibility for any problems or technical malfunction of any telephone networks or lines, computer online systems, servers or providers, hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet, the site, or any Service. To the extent permitted by applicable law, in no event shall PrimeXBT be liable for any loss or damage arising from use of the site or Services or for any content posted on or through the site or Services, or the conduct of all users of the site or Services, whether online or offline.

14.7. PRIMEXBT AND/OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCE, FOR ANY DAMAGES INCURRED BY YOU, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR
RELATED TO THE USE OF THE WEBSITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION THE QUALITY OR THE USEFULNESS OF INFORMATION PROVIDED THROUGH, OR AS PART OF THE WEBSITE(S), OR ANY INVESTMENT DECISION MADE ON THE BASIS OF THE INFORMATION, WHETHER THE DAMAGES WERE PREDICTABLE OR NOT AND WHETHER OR NOT PrimeXBT HAS BEEN ACQUAINTED WITH THE POSSIBILITY OF SUCH DAMAGES. LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL PrimeXBT's CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT OF MONEY YOU TRANSFERRED OR DEPOSITED IN YOUR ACCOUNT ON THE SITE IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY.

14.8. It is the Client's responsibility to verify that all Transactions and Services received are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of Website at the Client's sole option, discretion and risk, and the Client is solely responsible for ascertaining whether it is legal in the Client's jurisdiction and/or place of residence. The Client holds sole liability for all Transactions in their trading Account, including all credit/debit card Transactions or other means of deposit and withdrawal transactions.

14.9. The Client is responsible for securing their username and password for their account. The Client holds sole responsibility for any damage caused due to any act or omission of the Client causing or leading to unauthorised and/or inappropriate and/or irregular use of the Client Account.

14.10. The Client agrees and undertakes to bear sole responsibility for any decision made, or to be made in reliance to the content of the Website and/or the Trading Platform and no claim or suit of any kind will arise to that effect against PrimeXBT and/or its directors, employees, affiliates, or agents. PrimeXBT will hold no responsibility for loss of profits related to the Website, Transactions carried out by the Client, Services, or any other damages, including special damages or indirect damages or circumstantial damages caused, except in the event of malicious acts made by PrimeXBT.

14.11. Without limitation to the foregoing and only in the event of definitive judgment by court or other authorized legal institution resolving that PrimeXBT holds liability towards the Client or third party, PrimeXBT's liability, in any event, will be limited to the amount of funds deposited and/or transferred by the Client to the account in respect of the Transaction which caused the liability of PrimeXBT.

14.12 The Client agrees that no compensation or liability shall arise in respect of any alleged, potential, hypothetical, speculative, indirect, consequential, or unsubstantiated lost profits, losses, damages, or missed trading opportunities.

15. FORCE MAJEURE

15.1. PrimeXBT shall not bear responsibility for any harm of any form which may be caused to a Client in the event that such harm is the result of a force majeure event and/or any outside event which is not in the control of PrimeXBT. PrimeXBT shall not bear any responsibility for any delay in

communications or failure of the Internet, including, without limitation, computer crashes or any other technical failure, whether caused by the telephone companies and various telecommunication lines, the ISP computers, PrimeXBT's computers or the Client's computers.

15.2. If PrimeXBT has sufficient grounds, it may claim force majeure events. Force majeure events include (without limitation):

15.2.1. any action, event or occurrence (including, but not limited to, any strike, riots or civil strife, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, power outages, interruptions in the operation of communication equipment, software or electronic equipment, incorrect operation of any kind of equipment or software, the instability in the quote stream, interruptions in the operation of or the instability of liquidity providers, etc.), which, in PrimeXBT's reasonable opinion, led to the destabilization of the market or the markets for one or more assets (instruments);

15.2.2. the suspension of work, the liquidation or discontinuation of any underlying instrument or the absence of any event on which PrimeXBT bases prices, or the imposition of restrictions or special or non-standard terms of trade in any underlying instrument, or in respect of any such event.

15.3. If PrimeXBT has established that a force majeure event has occurred, PrimeXBT shall have the right (without prejudice to PrimeXBT's other rights) to take any of the following steps without prior written notification and at any time:

15.3.1. cancel any or all Transactions and/or Orders the result of which is directly or indirectly affected by force majeure;

15.3.2. suspend or amend the application of one or all provisions of the Agreement as long as the force majeure event makes it impossible for PrimeXBT to comply with these provisions;

15.3.3. take or, on the contrary, not take any action in respect of PrimeXBT, the Client, or other clients, if PrimeXBT reasonably deems it appropriate under the circumstances.

15.3.4. PrimeXBT assumes no liability for breach (improper discharge) of obligations if a force majeure event has interfered with that obligation.

16. DURATION AND TERMINATION OF THE AGREEMENT

16.1. The Agreement herein shall come into force for an indefinite term upon acceptance of these terms and conditions during the Account opening/registration procedure on the Website or through the Systems.

16.2. In case of any discrepancies between the text of the Agreement in English and its translation in any other language (if any), the text of the Agreement in English as a whole shall prevail, as well as the English version/text of any other documentation or information published on the Website.

16.3. The Agreement may be terminated in any of the following circumstances:

16.3.1. Each Party shall be entitled to terminate this Agreement at any time by giving the other Party 15 (fifteen) days' written notice. During the 15 days' notice, PrimeXBT may limit the services available to the Client, however access will be granted in order for the Client to withdraw any remaining balance. During the 15 days' notice period, it is the Client's responsibility and obligation to proceed with the closure of any open positions and/or withdraw his/her remaining balance. In case the Client fails to proceed with the closure of his/her open positions during this 15 days' notice period, the Company reserves the right to proceed with the closure of the Client's open positions. Following the closure of the Client's open positions the Company shall bear no responsibility or liability in relation to the outcome of such closure whether it results in profit or loss.

16.4. PrimeXBT shall be entitled to terminate this Agreement immediately, close all open positions, block the Client's account, and return any remaining funds (if applicable) and without giving prior notice under the following circumstances:

16.4.1. Death or legal incompetence of the Client.

16.4.2. If any application is made or any order is issued, or a meeting is convened, or a resolution is approved, or any measures of bankruptcy or winding up of the Client are taken.

16.4.3. In case the Client receives 2 warnings regarding verbal abuse against employees of PrimeXBT and/or against the Company.

16.5. PrimeXBT shall be entitled to terminate this Agreement immediately, and/or close all open positions, and/or cancel or delay any pending withdrawal requests and/or block/restrict the Client's

account, and/or and return any remaining funds (if any) excluding any profit and/or Bonus and without giving prior notice under the following circumstances:

16.5.1. The Client violates, or PrimeXBT has reasonable grounds to believe that the Client has violated, any of the Client's obligations under this Agreement and/or is in breach of any of the warranties and representations made by them in this Agreement.

16.5.2. If it comes to PrimeXBT's attention and/or PrimeXBT has reasonable grounds to believe that the Client has not reached the age of maturity in the country in which they are a resident or citizen, as applicable.

16.5.3. If it comes to PrimeXBT's attention and/or PrimeXBT has reasonable grounds to believe that the Client seeks to be, is or became a US Reportable Person or has become a resident of a Restricted Jurisdiction.

16.5.4. PrimeXBT has suspicion based on available information that the Client:

16.5.4.1. Is and/or has been using fraudulent means or was involved in a fraudulent scheme.

16.5.4.2. Has illegally and/or improperly and/or unfairly or otherwise gained an unfair advantage, over and/or to the detriment of other clients of PrimeXBT and/ or PrimeXBT itself;

16.5.4.3. Engages in trading strategies and/or in activities that form part of broader fraudulent schemes, including, but not limited to, mirror trading, abuse and/or exploitation of the Company's negative balance protection policy or other manipulative practices designed to exploit, abuse and/or manipulate the Company's trading systems and/or services and/or promotional offers, including any bonus, promo code(s), trading contest awards, welcome bonus, deposit bonus, rewards, prizes, or any and all other promotions, benefits and incentives that the Company may offer from time to time (hereinafter referred to as "Bonus"). In addition, such fraudulent activities and behavior may extend to and involve other traders, groups of traders, or individuals connected to the Client and/or participant, including but not limited to partners, affiliates, agents or any other associated parties of the Company, all acting with the intent to derive financial gains through the manipulation of the Company's systems and/or services.

PrimeXBT reserves the absolute right, at its sole discretion, to inter alia, cancel, revoke, or withdraw

any Bonus offered. Furthermore, PrimeXBT reserves the right to annul, deduct or adjust either wholly or in part, any profits derived from the use of such Bonus at any time upon suspicion or determination of abuse, fraud, or misconduct by the participant or Client, including, but not limited to, the use of multiple Promo codes across multiple accounts, mirror trading, or any other form of fraudulent conduct aimed at deceiving or unlawfully benefiting from the Company's systems, promotions, or services.

16.5.4.4. Where PrimeXBT reasonably believes that you are abusing any of its offerings (e.g., you voluntarily and/or involuntarily partake in arbitrage, including but not limited to, latency arbitrage and swap arbitrage, act contrary to good faith, maintain -on purpose- multiple Client profiles). It should be noted that this is not an exhaustive list.

16.5.4.5. Was unjustly enriched by using information which was intentionally and/or negligently and/or otherwise concealed and/or not disclosed in advance by the Client to PrimeXBT and/or for which if PrimeXBT had known in advance, it would have not consented and/or it would not have authorised the use of such information by the Client for the purposes of this Agreement; and/or

16.5.4.6. Has performed acts with the intention and/or effect of manipulating and/or abusing the market and/or PrimeXBT's trading systems and/or deceiving PrimeXBT and/or defrauding the PrimeXBT; and/or

16.5.4.7. Has acted in bad faith during the performance of his obligations under the Agreement.

16.5.4.8. The Client being guilty, or PrimeXBT has suspicions that the Client is guilty, of malicious conduct or gross negligence or fraud or of using fraudulent means or was involved in a fraud scheme in relation to the performance of this Agreement.

16.5.5. The termination is required under applicable law.

16.5.6. If the Client does not or refuses to provide to PrimeXBT, his KYC documents if such documents were requested by PrimeXBT.

16.5.7. In case the Client uses and/or there are indications that lead PrimeXBT to reasonably believe that the Client uses different IP addresses from different countries and/or VPN and/or VPS during the course of executing any Transactions and/or trades through the Trading Platform. Whether the Client

has provided notice to PrimeXBT of any change to its IP address and/or of the use of VPN and/or VPS is not relevant.

16.5.8. The Client has initiated a chargeback in relation to the funds held in the Client's Account. In case PrimeXBT identifies that the Client created any additional trading Account(s) following the chargeback dispute, PrimeXBT shall be entitled to, without giving prior notice, terminate the Agreement immediately, close all open positions, block the account(s), and return any remaining own funds (if applicable) excluding profits.

16.5.9. Where PrimeXBT identifies that the Client is involved and/or is using a high frequency trading software with the purpose of manipulating PrimeXBT's systems and/or Trading platform and/or has illegally and/or improperly and/or maliciously and/or knowingly gained an unfair advantage over and/or to the detriment of other Clients of PrimeXBT and/or PrimeXBT and/or this high frequency trading software is designed to abuse PrimeXBT's systems and/or Trading platform.

16.5.10. Where PrimeXBT identifies that the Client's funds and/or payment account(s) have been used to fund a third-party account and it has reasonable suspicion that the Client and/or third party is circumventing any of the clauses of the present Agreement by doing so and/or is acting in collaboration with a third-party circumventing any of the clauses of this Agreement.

16.5.11. Where the Company identifies, or the Client notifies the Company, that the Client's account was accessed in a manner considered unauthorized, the Company reserves the right to immediately block the Client's trading account without prior notification. Under these circumstances, the Client will not be entitled to any profits made while the account was accessed without authorization.

16.5.12. Where PrimeXBT suspects or has evidence that the Client is engaged in suspicious trading or other activity or has breached any of the above terms or warranties. This may result in the unwinding of any Transactions and/or Orders the Client has entered into, including the liquidation of any open positions.

16.5.13. Where the Client commits any of the prohibited actions listed in this Agreement and specifically, in section "Prohibited Actions".

16.5.14. If it comes to PrimeXBT's attention and/or PrimeXBT has reasonable grounds to believe that the Client has more than one non-terminated account(s) open with PrimeXBT.

16.5.15. Where PrimeXBT identifies that the Client's account was funded by a third party. The Company strictly prohibits any third-party payments into the Client's trading account. Furthermore, the Company reserves the absolute discretion to freeze the deposited funds and/or return the deposited funds to the original sender.

16.5.16. Where the Client engages in abusive and/or fraudulent trading activities and/or behavior, including but not limited to, mirror trading, latency abuse, off-quotes trading, latency arbitrage, swap arbitrage, or any other conduct deemed contrary to principles of good faith and/or should the Company has reasonable grounds to suspect that the Client has engaged in such activities, the Company reserves the absolute right, at its sole discretion, to cancel, revoke, and annul any trades executed on the Client's account(s) or any accounts associated with the Client. This includes the right to cancel. and/or void and/ or forfeit any profits, in whole or in part, derived from such abusive activities. Furthermore, the Company retains the absolute right to close any or all of the Client's accounts, recover any and all losses sustained as a result of these activities, and to terminate the Client's account pursuant to Section 16.5 of the Agreement, without prior notice or warning to the Client.

16.5.17. The Client uses the cryptoasset services in a manner that violates applicable anti-money laundering (AML), counter-terrorism financing (CTF), or financial sanctions legislation, including but not limited to transacting with sanctioned blockchain addresses, darknet marketplaces, or anonymity-enhancing technologies such as mixers or tumblers.

16.5.18. The Company has reasonable grounds to suspect that the Client is using the account or related cryptoasset functionalities to facilitate high-risk practices such as chain-hopping, cross-chain bridging without legitimate economic purpose, or to obscure the source, flow, or destination of funds.

16.5.19. The Client initiates or receives cryptoasset transfers from or to wallet addresses linked to illicit activity, including but not limited to phishing scams, ransomware, hacks, or entities under investigation or prohibition by any competent authority.

16.5.20. The Client engages in activities on the Company's cryptoasset platform intended to manipulate pricing, exploit latency, or otherwise gain unfair advantage by means of automated bots, high-frequency strategies, or interaction with smart contracts not officially supported by the platform.

16.5.21. The Client fails to follow the Company's operational protocols in relation to cryptoasset deposits or withdrawals, including the provision of correct wallet addresses, memos/tags (where applicable), or other required transaction identifiers, resulting in misallocated or unrecoverable funds.

16.5.22. The Client provides misleading or false information regarding the source or destination of cryptoassets, or the transactions are inconsistent with the economic profile or declared purpose of the account, raising grounds for suspicion under applicable AML/CTF regulations.

16.5.23. The Client attempts to tamper with or gain unauthorized access to the Company's cryptoasset custody infrastructure, including multi-party computation (MPC) environments, or other digital asset security systems.

16.5.24. The Client fails to provide the Company, within the prescribed timeframe set by the Company, with the Verification Data as per Section 18.2 of this Agreement.

16.5.25 The Client is engaging in compulsive, excessive, addictive, or gambling like behaviour, or is otherwise affected by any form of addiction that may impair the Client's ability to use the services responsibly. In such circumstances, the Client acknowledges and agrees that PrimeXBT bears no responsibility to refund any losses, fees, charges, profits, or Bonuses incurred or forfeited as a result of such behaviour or any related account action, and the Client expressly waives any claim for compensation, reimbursement, or credit adjustment arising therefrom.

16.6. Notwithstanding the termination of this Agreement, any lawful rights or obligations that emerged prior to or during the termination will remain unaffected and the Client is required to pay and/or compensate the Company in relation to, inter alia, the below:

16.6.1. Any outstanding fees owed to the Company and any other due payments;

16.6.2. Expenses the Company has incurred while providing services under this Agreement, or as a consequence of its termination; and

16.6.3. Any losses incurred during the arrangement or settlement of pending obligations.

16.6.4. This clause shall survive the termination of the Agreement for the reasons stated in section 16 of this Agreement.

16.7. In relation to the termination of the Client's account, the Client acknowledges and agrees that the Company reserves the right, at its sole discretion, to choose not to terminate the Client's account but instead impose restrictions or take actions as outlined in this section. These actions may include, but

are not limited to: closing any or all open positions, canceling or delaying pending withdrawal requests, blocking or restricting access to the Client's account, and returning any remaining funds (if applicable), excluding any profits. The Client understands that these measures are within the Company's sole discretion and may be implemented without prior notice.
However, this does not waive the Company's right to proceed with the termination of the Client's account at a later stage.

16.8. Upon the termination of this Agreement, the Company shall not have any liability towards the Client in instances where the Client has not satisfactorily met his/her obligations as specified within the terms of this Agreement. Additionally, the Company reserves the right to fully enforce its contractual rights as stated herein.

16.9. If the Client's account remains inactive for a prolonged period, or if the Client fails to withdraw any remaining balances following account termination, the Company reserves the right, but not the obligation, to convert such balances into fiat currency, deduct applicable dormancy or administrative fees, or transfer the assets in accordance with applicable unclaimed property laws. The Company shall make reasonable efforts to notify the Client in advance of any such action (if possible).

17. REWARDS AND BONUSES

17.1 All rewards, bonuses, and related incentives offered by the Company are governed, inter alia, by separate terms and conditions (collectively referred to as "Bonus Terms and Conditions"). These Bonus Terms and Conditions are available on the Company's website and form an integral part of the overall Agreement between the Client and the Company. You are encouraged to review the applicable Bonus Terms and Conditions to understand the eligibility criteria, rules, and limitations pertaining to any rewards or bonuses.

17.2 It is hereby noted that, upon any internal transfer and/or withdrawal from the Client's trading account, any reward or bonus previously credited to the Client's trading account shall be automatically revoked and removed from said account.

17.3 The Client acknowledges and accepts that all bonuses, rewards, and promotional incentives are offered solely at the absolute discretion of the Company. It is expressly understood that the Company reserves the right, at any time and without prior notice or explanation, to refuse, cancel, suspend, or withdraw any such bonus or reward, whether granted or pending, without any liability to the Company.

17.4 The Company reserves the right to cancel and deduct any profit, whether direct or indirect, that is identified as having arisen from or in connection with any Bonus, irrespective of whether such Bonus remains active or has been revoked. This right may be exercised at the sole discretion of the Company, without prior notice or obligation to justify such action.

18. Crypto Futures Trading Services

For the purposes of this Section, and without limitation to PrimeXBT's rights and provisions under this Agreement, the following definitions shall apply:

"**Confirmation**" means written confirmation, including email or other electronic means, of the specific terms of a Transaction entered into by you pursuant to the Crypto Futures Trading Services.

"**Digital Assets**" means a digital representation of value or rights which may be transferred and stored electronically, using distributed ledger technology or similar technology, including, but not limited to, cryptocurrencies, stablecoins, non-fungible tokens and tokenised derivatives of any other digital asset.

"**Funding Fees**" means periodic payments that apply to Perpetual Crypto Futures Contracts that are either paid to you or owed by you depending on whether you are holding a long or short position in the relevant Digital Assets and are based on the nominal value of the positions and the applicable Funding Rate Financing Fees are intended to ensure the Perpetual Crypto Futures Contract price aligns with the prevailing spot price.

"**Crypto Futures Account**" means an account maintained or to be
maintained by PrimeXBT for you for the purpose of receiving the Crypto Futures Trading Services.

"**Margin Impact**" in respect of a Transaction, shall be the minimum amount of Margin that PrimeXBT may from time to time in their sole discretion determine is required to be deposited in your Crypto Futures Account in order to open a leveraged position in respect of that Transaction.

"**Last Price**" means the latest transaction price that the Crypto Futures contract in question was traded at on the PrimeXBT Platform.

"**Margin Ratio**" means, with respect to a Transaction, the quotient obtained by dividing the Mark Price of the Transaction by the value of the Margin held as security for your obligations under such Transaction.

"**Liquidation**" is as defined in Clause 5 of these Terms of Use.

"**Liquidation Price**" means the Mark Price at which Liquidation occurs. For the avoidance of doubt, the Liquidation Price as quoted by PrimeXBT on the Platform is for reference only and shall not be binding on PrimeXBT.

"**Loss**" means any and all loss, damage, costs, charges and/or expenses of whatsoever nature and howsoever arising, including without limitation legal fees on a full indemnity basis, cost of funding and loss or cost incurred as a result of the terminating, liquidating or re-establishing of any hedge or related Trading position, loss of profit, loss of revenue, loss of opportunity, consequential, unforeseeable, special or indirect damages or expenses.

"**Maintenance Margin**" in respect of a Transaction, shall be the amount of Margin that PrimeXBT may from time to time in its sole discretion determine to be required to keep the relevant leveraged position in respect of the applicable Transactions open.

"**Manifest Error**" means any error, omission or misquote, whether an error of PrimeXBT or any third party, which is manifest or palpable, including a misquote by any representative of PrimeXBT taking into account the current market and currently advertised quotes, or any error or lack of clarity of any information, source, commentator, official, official result or pronunciation.
The fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or trade in reliance on a Transaction entered into through the Crypto Futures Trading Services or that you have suffered or may suffer any loss whether direct, indirect, consequential or otherwise, is deemed irrelevant as a factor and shall not be taken into account in determining whether a situation amounts to a Manifest Error.
"**Margin**" in respect of Transactions means any Digital Assets of the type that PrimeXBT has specified it accepts to satisfy Margin Requirements, which are deposited with or held by or on behalf of PrimeXBT in your Crypto Futures Account as security or credit support for your obligations under such Transactions.

"**Margin Balance**" means the sum, from time to time, as determined by PrimeXBT in its sole discretion, of Margin held in your Crypto Futures Account and any Unrealised P/L connected to your Crypto Futures Account. Information as to your Margin Balance from time to time is made available through the Platform.

"**Margin Call**" means the request issued by PrimeXBT to you, to top up any shortfall of Margin in the Crypto Futures Account in order to satisfy Margin Impact and/or Maintenance Margin requirements from time to time.

"**Margin Requirements**" means any Margin Impact and/or Maintenance Margin required to open and/or maintain a position with respect to a Transaction, as specified by PrimeXBT from time to time.

"**Mark Price**" in respect of Crypto Futures, means the fair value of the relevant Crypto Futures, regardless of whether those Crypto Futures are Perpetual Crypto Futures Contracts or Quarterly Crypto Futures Contracts.

"**Order**" means any offer to enter into a Transaction, or any of your instruction, request, application or order in relation to the Crypto Futures Trading Services, including without limitation limit orders, market orders, stop limit orders, stop market orders, take profit limit orders, take profit market orders, trailing stop orders, post only orders, and limit take profit or stop loss orders, given or transmitted by you or on your behalf to PrimeXBT or which PrimeXBT reasonably believes to have been sent, given or transmitted by or on your behalf, including any instruction, request or order to revoke, ignore or vary any previous offer, instruction, request application or order.

18.1. By accessing your Crypto Futures Account, you agree to the following:

18.1.1. the provisions regarding leverage and margining of Crypto Futures, as available on PrimeXBT website, or on such other electronic medium as notified by PrimeXBT from time to time;
18.1.2. the provisions regarding funding rates, as available on the Crypto Futures Platform, or on such other electronic medium as notified from time to time;
18.1.3. the provisions regarding Liquidation, as available on PrimeXBT website, or on such other electronic medium as notified by PrimeXBT from time to time;
18.1.4. applicable fee schedules, as available on PrimeXBT website, or on such other electronic medium as notified by PrimeXBT from time to time; and
18.1.5. any other rules, terms of service, and/or Trading protocols that PrimeXBT may from time to time in its sole and absolute discretion determine shall form part of these Terms of Use, as available on PrimeXBT website or on such other electronic medium as notified by PrimeXBT from time to time.

18.2. Nothing in this section or otherwise obliges PrimeXBT to provide any Crypto Futures Trading Services to you and PrimeXBT may change, suspend, terminate, restrict or discontinue any of the Crypto Futures Trading Services or any information, features or functions available through the

Platform, and may delist any Digital Asset Trading pairs from the Platform either temporarily or on a permanent basis, in each case at any time in its sole and absolute discretion, without giving any reason or any notice to you thereof.

18.3. Nothing contained on the Platform is to be construed as an offer, an invitation to offer or a recommendation to enter into any transaction which can be accepted by you to create contractual obligations without further action by PrimeXBT. PrimeXBT is not providing any advice with respect to the use of the Platform including but not limited, regarding the execution of transactions, any legal, tax or accounting advice regarding the suitability or profitability of a security, investment or transaction by means of the Platform. The Platform provides general information only and it is not intended as financial advice or as an offer, solicitation or recommendation of securities or other financial products and is not personalized or in any way tailored to reflect your particular investment objectives, financial situation or needs. Any transaction(s) or products(s) mentioned herein may not be appropriate for all investors and before entering into any transaction you should take steps to ensure that you fully understand the transaction and have made an independent assessment of the appropriateness of the transaction in the light of your own objectives and circumstances, including the possible risks and benefits of entering into such transaction and seeking advice from your own advisers. If you decide to enter into a transaction, you do so in reliance on
your own judgement.

18.4. You acknowledge that there are legal requirements in various countries which may restrict the products and services that PrimeXBT can lawfully provide as part of the Crypto Futures Trading Services. Accordingly, some products and services and certain functionality within the Platform may not be available or may be restricted in certain jurisdictions or regions or to certain users. You shall be responsible for informing yourself about and observing any restrictions and/or requirements imposed with respect to the access to and use of the Platform and the Crypto Futures Trading Services in each country from which the Platform and the Crypto Futures Trading
Services are accessed by you or on your behalf. PrimeXBT reserves the right to change, modify or impose additional restrictions with respect to the access
to and use of the Platform and/the Crypto Futures Trading Services from time to time in its sole discretion at any time without notification.

19. Crypto Futures Orders

19.1. To enter into a Transaction, provide any instructions with respect to a Transaction or close-out

any open position with respect to a Transaction, you may do so by placing a relevant Order with PrimeXBT through the use of the Platform.

19.2. In the event that PrimeXBT assumes the role of the counterparty to any Transaction, PrimeXBT shall be entitled to all gains, profits and benefits derived from such Transaction.

19.3. Nothing in this section or otherwise obliges PrimeXBT to accept any Order or enter into any Transaction with you, and PrimeXBT may refuse to enter into any Transaction, accept or otherwise act on any Order without giving any reason or any notice to you thereof. Examples of the above include, but are not limited to, instances where PrimeXBT reasonably believes that you are abusing any of its offerings (e.g., you voluntarily and/or involuntarily partake in arbitrage unrelated to market inefficiencies, including but not limited to, latency arbitrage and swap arbitrage, act contrary to good faith, maintain -on purpose- multiple Client profiles). It should be noted that this is not an exhaustive list.

19.4. PrimeXBT shall be entitled to rely upon any Order which PrimeXBT reasonably believes to have been provided on your behalf as duly authorized without further enquiry. Where any Order is ambiguous or inconsistent with any other Order, PrimeXBT shall be entitled to rely and act upon such Order in accordance with any reasonable interpretation thereof.

19.5. PrimeXBT will not act in accordance with any Order which purports to dispose of or deal with any Digital Assets which are in fact not held in any PrimeXBT Account and/or Crypto Futures Account.

19.6. PrimeXBT shall not be liable for any Loss or other liability whatsoever incurred by you or any third party which arises from or in connection with any failure by PrimeXBT to comply with any of your Orders or from any exercise by PrimeXBT of or failure to exercise, any discretion, power or authority conferred upon PrimeXBT under this Terms of Use. Further, PrimeXBT shall not be liable for any Loss or other liability whatsoever incurred by you or any third party which arises from or in connection with

any failure or delay in the transmission of, or any wrongful interception of, any Order submitted through any equipment or system, including any equipment or system owned and/or operated by or on behalf of PrimeXBT.

19.7. You acknowledge and consent to the right of PrimeXBT to aggregate your Orders with the Orders of other clients of the Crypto Futures Trading Services. The allotment or distribution of any Digital Assets pursuant to such Order aggregation to or amongst you and other clients of the Crypto Futures

Trading Services shall be at PrimeXBT's sole and absolute discretion. You further acknowledge and agree that PrimeXBT may enter into Transactions as principal and, in circumstances where PrimeXBT acts as principal to any Transaction, that PrimeXBT may also take such actions as PrimeXBT may reasonably require to limit its liability/exposure under such Transaction.

19.8. PrimeXBT may rely on information and/or data obtained from or provided by third parties. PrimeXBT may also make available third-party indices and/or other market data provided by third parties to Users through the Platform, for information purposes and as an accommodation to Users. You acknowledge and agree that PrimeXBT:

19.8.1. Does not guarantee the accuracy, completeness or availability of any information or data provided by third parties, including, without limitation, any third-party indices or market data, ("Third Party Data"), regardless of whether such Third-Party Data is included within a PrimeXBT product or is provided independently;

19.8.2. Does not warrant that any Third-Party Data is up to date as at the time obtained; and

19.8.3. Shall not be liable for the content of any Third-Party Data or any discrepancies or errors contained therein or any losses flowing from the use or reliance thereon. Any use or reliance on any Third-Party Data shall be at the sole risk and discretion of the User. Unless expressly stated otherwise by PrimeXBT, PrimeXBT does not endorse any third- party index or other product, service, information, data or disclaimer obtained from or provided by any third party that is made available or is otherwise accessible through the Platform and does not guarantee the outcome of any use thereof or reliance thereon.

19.9. PrimeXBT may implement certain Trading risk controls to the Crypto Futures Trading Services from time to time based on certain thresholds and criteria, to protect the rights and interests of Users. Such risk control measures may include, without limitation, implementing a "Reduce Only" restriction in certain circumstances, which will allow for a User to enter into risk reducing transactions or to close out existing open positions only and will prevent any new open positions from being entered into, and/or prohibiting transfers, Trading, and other operations for high-risk Users.

20. Margin

20.1. You shall deposit and maintain in your Crypto Futures Account, and/or otherwise provide to PrimeXBT, Margin in such form and amounts, at such times and in respect of such Crypto Futures Account as PrimeXBT may from time to time in its sole and absolute discretion require, whether or not

such requirement of PrimeXBT is identical to or reflects or is greater than applicable collateral or margin requirements of any governmental body or self-regulatory organization in any jurisdiction, including any exchange, which is required to be maintained by PrimeXBT and/or you.

20.2. A list of Digital Assets approved by PrimeXBT to be eligible as Margin will be prescribed by PrimeXBT and certain Digital Assets may only be valued as Margin on a discounted basis. PrimeXBT may amend that list from time to time in its sole discretion and may but shall not be obliged to notify you of any changes to the list of eligible Digital Assets or discounts applied to the valuation thereof prior to those changes taking effect.

20.3. The value of any Margin shall be as determined by PrimeXBT in its sole and absolute discretion.

20.4. You may choose to satisfy Margin Impact and Maintenance Margin requirements on your Crypto Futures Account either on an isolated basis (i.e. per each open position you hold in Crypto Futures) ("isolated margin mode") or across all open positions in a particular contract type ("cross margin mode"). If you select "isolated margin mode" an independent Margin Balance will apply to each open position and only Digital Assets allocated as Margin to a particular open position will be utilized in the event of any Liquidation or close-out. If you select "cross margin mode", this means that all open positions in the same contract type recorded against a Crypto Futures Account will have a single margin balance and will have recourse to the same pool of Digital Assets provided by you to satisfy Margin Impact and Maintenance Margin requirements.

20.5. PrimeXBT may accept crypto and fiat currencies as margin collateral to satisfy Margin Impact and Maintenance Margin requirements on Crypto Futures contracts. PrimeXBT reserves the right to change the Digital Assets that are eligible as Margin for Crypto Futures contracts from time to time at its discretion.

20.6. Upon specific instructions provided by you, PrimeXBT may but is not obliged to transfer all or part of the Margin held by PrimeXBT for you in respect of any Crypto Futures Account to any other PrimeXBT Account or to utilize such Margin for any purposes as required by you with respect to any other Services offered by PrimeXBT outside of the Crypto Futures Trading Services.

20.7. PrimeXBT may establish Margin Requirements in respect of Transactions and such Margin Requirements will be set out in the Crypto Futures Trading Rules. PrimeXBT may, in its sole and absolute discretion, with or without notice to you, vary the Margin Requirements for any Crypto Futures Account and/or type of Transaction at any time and by any level, and may also stipulate that such Margin Requirements shall apply to existing positions as well as new positions in the

Transactions affected by such change. Any written notice, which shall include email or electronic notification on or through the Platform, from PrimeXBT stating that any such circumstance has arisen shall be deemed to be a conclusive determination of that event. You acknowledge that PrimeXBT may, in certain market conditions, effect an immediate change in Margin Requirements and/or require additional Margin to be deposited immediately or within a specified period of time which may be less than 24 hours, and you waive any right to object on the grounds that such requirement is unreasonable. No previous Margin Requirements shall set a precedent or bind PrimeXBT.

20.8. If at any time PrimeXBT determines that additional Margin is required with respect to a Transaction or group of Transactions, you shall deposit with PrimeXBT such additional Margin immediately upon demand, provided that notwithstanding any such demand for additional Margin, PrimeXBT may at any time exercise its rights under these Terms of Use should your Margin Balance fall below the applicable Maintenance Margin. In making such determination in respect of the Margin provided for any Crypto Futures Account, PrimeXBT shall not be required to take into consideration Margin held by PrimeXBT for you in respect of any other PrimeXBT Account. The Company reserves the right to use the Client's funds from any other wallet and/or account in order to cover the negative balance on the Client's trading account.

20.9. You acknowledge that Margin may be held and used to secure the performance of your obligations as well as for such other purposes as the Applicable Laws may permit or stipulate for the relevant Transactions.

20.10. All Margin shall be held by PrimeXBT, notwithstanding any provision or instructions to the contrary, as continuing security and shall be subject to a general lien and right of set off in favor of PrimeXBT for any and all of your obligations, liabilities or monies whatsoever at any time now or hereafter owing, due, incurred or payable by you to PrimeXBT under these Terms of Use or otherwise, whether present or future, actual or contingent, solely or jointly or whether as principal or surety, and PrimeXBT may realize any of your Margin as provided for in these Terms of Use. Subject to PrimeXBT's rights under these Terms of Use, including, without limitation, PrimeXBT's
rights pursuant to a Liquidation and/or the occurrence of a Default of these Terms of Use, PrimeXBT will not sell, transfer, loan, hypothecate, rehypothecate or pledge any Margin allocated to your Crypto Futures Account unless instructed by you, authorised under these Terms of Use, or compelled by a court of competent jurisdiction to do so.

20.11. You acknowledge and agree that no interest shall be paid on any type of Margin deposited by you with PrimeXBT and that PrimeXBT shall not have any liability for fluctuations in the fiat currency

value of Margin allocated to your Crypto Futures Account. PrimeXBT shall at no time be required to deliver to you the identical property delivered or otherwise transferred to PrimeXBT as Margin for the Crypto Futures Account but only property of substantially the same kind and amount, subject to adjustments for quantity and quality variations at the market price prevailing at the time of such delivery. You acknowledge and agree that when PrimeXBT uses the Margin for any purpose as set out in these Terms of Use, including, without limitation, pursuant to a Liquidation and/or PrimeXBT's rights as set out in these Terms of Use, such Margin will no longer be your property and shall not constitute a loan or constructive trust in your favor.

20.12. You shall at your own cost and at PrimeXBT's request, execute and do all such deeds, acts and things, including without limitation, the performance of such further acts or the execution and delivery of any additional instruments or documents, as PrimeXBT may require for the purposes of these Terms of Use, including but not limited to perfecting PrimeXBT's rights to the Margin provided by you.

20.13. Subject to Applicable Law, PrimeXBT may deposit in PrimeXBT's general account or any other account, any of your Margin and may commingle your Margin with the Digital Assets, currencies and properties of PrimeXBT or other clients of the Crypto Futures Trading Services. Any Margin and other Digital Assets held by PrimeXBT on your behalf and on behalf of other Users shall be segregated from PrimeXBT's own Digital Assets, currencies and property by way of separate ledger accounting entries.

20.14. All Margin shall be held subject to PrimeXBT's general rights under Applicable Law.

21. Margin Balance, Margin Calls and Liquidation

21.1. Without prejudice to the generality of this Clause 21 of this Terms of Use, unless otherwise directed by PrimeXBT:

21.1.1. You agree to allocate the required Margin Impact to your Crypto Futures Account before entering into any Transaction. If you do not allocate the prescribed Margin Impact to your Crypto Futures Account, then you will not be permitted to enter into a Transaction. The Margin Impact required for a particular Transaction will be determined by reference to the notional value of the relevant position and the applicable leverage;

21.1.2. You agree to always maintain sufficient Maintenance Margin for outstanding Transactions. If the Margin Balance of your Crypto Futures Account falls below the required Maintenance Margin, you agree to transfer additional Margin to PrimeXBT whether or not a Margin Call has been made by PrimeXBT to restore to the required Maintenance Margin for the outstanding Transactions. The Margin Impact and Maintenance Margin requirements are set out on the Platform. PrimeXBT may

amend the maximum leverage, Margin Impact and/or
Maintenance Margin requirements with respect to Transactions from time to time in its sole discretion. A higher Margin Impact may be payable in certain circumstances and Maintenance Margin may increase in the event of adverse market movements to keep a position open;

21.1.3. You acknowledge that PrimeXBT calculates the profit and loss of your open positions in Crypto Futures based on a proprietary model and that PrimeXBT has the sole discretion to choose and amend the specification of such proprietary model to reflect PrimeXBT's view of the fair market price of the Crypto Futures at the relevant time;

21.1.4. You acknowledge that if with respect to open positions maintained in Crypto Futures, the Mark Price of the relevant Crypto Futures hits the Liquidation Price and the Margin Balance of your Crypto Futures Account falls below the required Maintenance Margin, PrimeXBT will begin to automatically close out open positions without notice as soon as market conditions allow until the first of the following occurs:

(a) The Margin Balance of your Crypto Futures Account is equal to, or greater than, the required Maintenance Margin for all remaining open positions; or
(b) All open positions have been terminated by such process, a "Liquidation".

A Liquidation will result in all open Orders being immediately cancelled. PrimeXBT is not required to provide notice before commencing Liquidation. If, following a Liquidation there is a negative balance on your Crypto Futures Account, you will be considered "bankrupt" and PrimeXBT may step in to take over the remaining positions and offload them onto the market.

21.1.5. You acknowledge and agree that it is your sole responsibility to monitor the Margin Balance of your Crypto Futures Account and applicable Margin Requirements, including the Margin Impact, Maintenance Margin, the Mark Price and the Liquidation Price, of your Crypto Futures Account from time to time, particularly in periods of high volatility, in order to avoid Liquidation. All open positions of the Crypto Futures Account shall be marked-to-market daily, or at more frequent intervals as PrimeXBT may determine in its sole discretion. To avoid spikes and unnecessary Liquidations during periods of high volatility, PrimeXBT uses Mark Price to determine the mark to market value of positions, to Unrealised P/L and the Liquidation Price;

21.1.6. You acknowledge and agree that whilst the Margin Balance of your Crypto Futures Account takes into account the value of Digital Assets allocated as Margin to your Crypto Futures Account together with any Unrealised P&L and Unrealised P&L is relevant for determining Margin Calls, you

shall not have any claim with respect to any Unrealised P&L and shall not be entitled to request the withdrawal of any Unrealised P&L. Further, any rewards or incentives to which you may be entitled from time to time with respect to Digital Assets in your
Crypto Futures Account, which shall include, without limitation, any "airdrops" and/or any hard fork/redenomination of a Digital Asset or other action that results in the creation and distribution of new Digital Assets or the increase in the supply of existing Digital Assets, which are then distributed to Users by reference to value of Digital Assets held in their PrimeXBT Accounts, will be determined by reference to the value of the Digital Assets allocated to your Crypto Futures Account as Margin and will not take into account any Unrealised P&L included within your Margin Balance.

21.1.7. You have the right to withdraw any part of the free Margin available in your Account(s), subject to any applicable restrictions, and any other right or limitation on such withdrawal. PrimeXBT reserves the right to reject a withdrawal request in instances where it has reasonable grounds to believe that the said instruction is being placed to abuse any of its offerings and/or is contrary to its policies and procedures.

21.2. As Digital Asset markets are open 24 hours a day, 7 days a week, Margin Calls and Liquidations may occur at any time, including outside of normal business hours. You further agree and acknowledge that the prices of Digital Assets are volatile and thus may decline speedily in value.

21.3. PrimeXBT shall be entitled, not shall have no obligation, to make Margin Calls to you in respect of your Transactions. If a Margin Call is made, it will be made through the Platform, by email or other electronic means. Any Margin Call made by PrimeXBT must be met by you by transferring additional Margin from your PrimeXBT Account(s) to your Crypto Futures Account. You are responsible for monitoring your Crypto Futures Account and for always maintaining sufficient Margin to satisfy applicable Margin Requirements, especially during volatile periods, regardless of whether or not a Margin Call has been made. Any failure to satisfy a Margin Call or any failure to otherwise maintain sufficient Margin in your Crypto Futures Account may lead to your positions being subject to Liquidation and/or PrimeXBT exercising its rights as set out in these Terms. PrimeXBT shall have no liability to you or any third party in connection with any failure of PrimeXBT to make a Margin Call or any delay in the receipt by you of any Margin Call.

21.4. Failure of PrimeXBT to exercise any or all of its rights under this Clause 21 shall not constitute a waiver of its rights to do so at any time thereafter, nor shall PrimeXBT be subject to any liability to you for its acts or its failure to so act.

22. Fees, Interest, Commissions and Charges

22.1. You shall promptly pay all PrimeXBT's fees, interest, commissions and/or other charges at such rates and in such manner as PrimeXBT may impose and stipulate from time to time with respect to the execution and/or performance of any Transaction or otherwise for the maintenance of your Crypto Futures Account or the provision of any service to you or in connection with your Crypto Futures Account.

22.2. PrimeXBT reserves the right from time to time in its sole and absolute discretion and by notice to you to vary the rates of fees, interest, commissions and charges or impose other fees, interest, commissions and charges. Fees, interest, commissions and other charges may be quoted on request, posted on the Platform or individually notified via email or other modes of communication as PrimeXBT in its sole and absolute discretion may deem fit. It is your responsibility to ensure that you are aware of current applicable fees, interest, commission, charges and rates.

22.3. You shall make payment to PrimeXBT of any outstanding amount owed to PrimeXBT, including without limitation any outstanding fees, interest, commissions and charges, when due or otherwise upon demand by PrimeXBT.

22.4. All commissions, interest, fees, charges or other amounts owed from you to PrimeXBT may be settled by PrimeXBT at its sole and absolute discretion on the day they fall due by debiting your PrimeXBT Account, including your Crypto Futures Account, with the relevant amount payable by you. In the event that there are insufficient Digital Assets in your PrimeXBT Account, including your Crypto Futures Account, you acknowledge that any amount due and payable from you under this Clause is a debt immediately due and owing by you to PrimeXBT.

22.5. Applicable Trading fees may vary between different clients, products and Transactions and will depend on certain factors, such as Trading volumes. Trading fee discounts may be available from time to time, subject to the satisfaction of certain criteria. All Trading fees shall be applied at both the entry into and the close-out of a Transaction, unless otherwise notified.

22.6. For information as to current Funding Fees, please refer to the fees page in the Website. PrimeXBT reserves the right to amend applicable Funding Fees including applicable Funding Times from time to time in its discretion.

22.7. PrimeXBT shall be entitled at its sole and absolute discretion to charge interest on any amount due to PrimeXBT from you at such rate and calculated and/or compounded in such manner as

PrimeXBT may impose and determine from time to time and to debit any PrimeXBT Account, including any Crypto Futures Account, in respect of the interest due.

22.8. All amounts owed to PrimeXBT shall be settled in such Digital Assets as solely determined by PrimeXBT from time to time and shall be free of deduction or withholdings, if applicable. If you are required to effect such deductions or withholdings, then the amount due to PrimeXBT shall be increased by such amount as shall result in PrimeXBT receiving an amount equal to the amount PrimeXBT should have received in the absence of such deduction or withholding.

22.9. Any applicable taxes, duties, disbursements, costs and/or other expenses incurred by PrimeXBT in connection with providing the Crypto Futures Trading Services to you or otherwise in connection with your Crypto Futures Account shall be fully reimbursed by you.

22.10. If for any reason PrimeXBT cannot affect payment or repayment to you in a particular Digital Asset in which payment or repayment is due, PrimeXBT may affect payment or repayment in an equivalent amount of any other Digital Assets selected by PrimeXBT based on a rate of exchange solely determined by PrimeXBT, acting reasonably, in respect thereof at the relevant time.

22.11. All interest, fees, commissions and other charges of PrimeXBT are exclusive of any goods and services tax or any other applicable sales tax which shall be borne and separately charged to you.

22.12. Without prejudice to any right of set-off under the Terms of Use or Applicable Law, you acknowledge and agree that PrimeXBT may set off all amounts of whatever nature, denominated in whatever Digital Asset or currency or otherwise and wherever arising which are due from you or, where appropriate, from the relevant entity for whom you are acting, or to you or, where appropriate, to the relevant entity for whom you are acting in respect of the Crypto Futures Trading Services and/or any other PrimeXBT Services provided to you through the Platform or otherwise. You acknowledge and agree that you or, where appropriate, the entity for whom you are acting, will not be entitled to exercise any right of set-off or counterclaim against amounts due to PrimeXBT.

23. Default and Termination

23.1. A “Default” shall be deemed to occur if:

23.1.1. Your Margin Balance with respect to your Crypto Futures Account falls below the applicable Margin Requirements as prescribed by PrimeXBT in the applicable Crypto Futures Trading Rules;

23.1.2. Any representation, warranty, Terms of Use or undertaking made by you to PrimeXBT whether under or in connection with these Terms of Use, including without limitation the Crypto Futures Trading Rules, the Terms of Use, or otherwise, or any other material statement made by you in or in connection with the same is untrue, inaccurate, incomplete or misleading in any respect at the time when made by you or thereafter at any time becomes untrue, inaccurate, incomplete or misleading in any respect and you fail to inform PrimeXBT of the true position as soon as reasonably practicable;

23.1.3. You have failed to comply with or perform any of your obligations hereunder, whether in respect of your Crypto Futures Account, any Transaction or otherwise, or under the Crypto Futures Trading Rules and/or you have failed to comply with or perform any obligation under the Terms of Use or any other Terms of Use with PrimeXBT relating to services provided by PrimeXBT to you, including without limitation your failure to make, when due, any payment or delivery required to be made by you under these Terms of Use, the Terms of Use or otherwise;

23.1.4. You fail to promptly provide PrimeXBT with any documentation requested for the purposes of any a) "know your customer" checks, including, without limitation, documentation required for the purposes of verifying your identity, place of address, legal authority/capacity and client classification status and/or
(b) credit checks, anti money laundering requirements or any other internal assessments conducted by PrimeXBT and/or PrimeXBT determines that you have failed to successfully pass or otherwise satisfy any "know your customer" checks, credit checks, anti money laundering requirements or any other internal assessments conducted by PrimeXBT;

23.1.5. In the event that you are an individual, you become deceased, bankrupt or commence action or have any action commenced against you, to place you into bankruptcy or personal insolvency or you are otherwise unable to pay your debts as and when they fall due;

23.1.6. In the event that you are acting on behalf of a partnership, any of the partners thereof shall become deceased, bankrupt or commence action or have any action commenced against them, to place them into bankruptcy or personal insolvency or are otherwise unable to pay their debts as and when they fall due or if any action is commenced to dissolve the partnership;

23.1.7. In the event that you are acting on behalf of a corporation, the corporation shall be unable to pay its debts as and when they fall due, or action is commenced to place the corporation in insolvency, judicial management, receivership, administrative management, or any similar or analogous proceedings;

23.1.8. Any investigation, claim, action or proceeding of any nature is commenced against you, including without limitation investigation into suspected market abuse, manipulation or other criminal conduct, you have breached applicable laws or steps are taken by any person to enforce any security interest against you;

23.1.9. You convene a meeting of your creditors or propose or make any compromise or arrangement with or any assignment for the benefit of your creditors;

23.1.10. PrimeXBT has reasonable concerns in relation to your creditworthiness, financial status or verification of your identity, including, without limitation, any verification of your place of residence or place(s) from which you are accessing the Crypto Futures Trading Services;

23.1.11. PrimeXBT determines in its sole and absolute discretion that you have acted in an abusive manner to any representative of PrimeXBT;

23.1.12. Unless alternative arrangements have been made between you and PrimeXBT with reference to a specific absence by you, at any time PrimeXBT is not able to contact you within twenty-four (24) hours using reasonable means and contact points known to PrimeXBT;

23.1.13. PrimeXBT forms the view, in good faith, that it should take action to preserve its rights or interests under any PrimeXBT Account or Crypto Futures Account or under its relationship with you;

23.1.14. PrimeXBT reasonably believes that any of the circumstances set out under Clauses 23.1.1. to 23.1.13. above are likely to happen and PrimeXBT also reasonably believes that any action described in Clause 23.2 below is necessary, desirable or expedient to protect its interests or the interests of PrimeXBT's other clients; or

23.1.15. A credible allegation of fraud, misconduct, embezzlement, money laundering, insider Trading, market manipulation abuse or other material illegality, breach of regulation or impropriety is made against you, whether by PrimeXBT or a third party, or PrimeXBT otherwise reasonably believes that you have used the Crypto Futures Trading Services with improper intent, which PrimeXBT, acting in good faith and a commercially reasonable manner, believes could reasonably result in reputational harm to PrimeXBT, compromise the integrity of the markets maintained by PrimeXBT and/or result in losses being sustained by other Users.

23.1.16. Where PrimeXBT has reasonable grounds to believe that you have not acted in good faith including, but not limited to, where PrimeXBT determines that you have, willingly or not, abused its offerings. This includes, but it is not limited to, instances where you hedge your exposure using

multiple Accounts, whether under your profile or under another client's profile with whom you collude against PrimeXBT.

23.2. Without prejudice to any other right of PrimeXBT hereunder or otherwise at law, in the event of Default, PrimeXBT may but is not obliged to immediately or any time thereafter whilst the Default is continuing, do any one or more of the following without prior notice:

23.2.1. Suspend (indefinitely or otherwise) cancel or terminate any PrimeXBT Account, Crypto Futures Account, any services provided to you and/or PrimeXBT's broader relationship with you or prohibit you from opening any PrimeXBT Account and/or Crypto Futures Account and/or accelerate any and all of your liabilities to PrimeXBT, including any and all fees, interest, commission, and charges owed by you to PrimeXBT, so that they shall become immediately due and payable;

23.2.2. Liquidate, accelerate, and/or close out any outstanding Transaction, including any Transaction which has yet to be settled on the date on which PrimeXBT terminates such Transaction, by determining its value in good faith and in its absolute discretion as of the date of such liquidation, acceleration or close-out as soon as practicable thereafter;

23.2.3. At such times and manner as PrimeXBT may reasonably determine based on, but not limited to, market conditions and portfolio health, sell or otherwise transfer any Digital Assets or other property which PrimeXBT may hold for you or which has been transferred to PrimeXBT by you and apply the proceeds to the discharge of your obligations, subject to PrimeXBT's rights to set-off and net amounts owed as between you and PrimeXBT as set out under Clause 22.12 of these Terms of Use or otherwise under the Terms of Use or Applicable Laws;

23.2.4. Vary the applicable Margin Requirement and/or liquidate or exercise its power to sell the Margin or part thereof at a price which PrimeXBT deems appropriate in the circumstances;

23.2.5. Apply any amounts of whatsoever nature standing to your credit against any amounts which you owe PrimeXBT, of whatsoever nature and howsoever arising, including any contingent amounts, or generally to exercise PrimeXBT's rights of netting and set-off as set out under Clause 22.12 of this Terms of Use or otherwise under the Terms of Use or Applicable Laws;

23.2.6. Demand any shortfall after the application of Clause 23.2.5. above from you, or hold any excess pending full settlement of any other of your obligations, or pay any excess to you by way of any methods deemed appropriate by PrimeXBT;

23.2.7. Restrict your ability to withdraw any Digital Assets from any PrimeXBT Account;

23.2.8. Do or omit to do anything which PrimeXBT reasonably believes to be necessary, desirable or expedient to protect PrimeXBT or its other clients; and/or

23.2.9. Exercise such other authority and powers that may have been conferred upon PrimeXBT by these Terms of Use

23.3. Without prejudice to Clause 23.2, if PrimeXBT determines that the User is in Default under Clause 23.1.15. of these Terms of Use, PrimeXBT reserves the right, without liability to the User or any third party, to unwind or reverse any Transactions, freeze any or all amounts allocated to User's Crypto Futures Account, and/or deduct any amounts allocated to User's Crypto Futures Account that relate to or arise out of any Transactions entered into by the User in connection with any of the circumstances referred to in Clause 23.1.15.

23.4 To the extent permitted under Applicable Law, you will be responsible for the reasonable costs and expenses of collection of any unpaid deficiency in your Crypto Futures Account including, but not limited to, legal fees incurred and payable or paid by PrimeXBT and shall be responsible for any other reasonable costs and expenses incurred by PrimeXBT in exercising any of its rights under this Clause 23 pursuant to any Default.

24. Representations, Warranties, Terms of Use and Undertakings

24.1. You represent, warrant, agree and undertake that:

24.1.1. You have full capacity and authority and have obtained and will maintain and are in compliance with all necessary authorisations, consents, licenses or approvals, whether under Applicable Laws or otherwise required to:
(i) accept and agree to the terms of PrimeXBT,
(ii) receive the Crypto Futures Trading Services,
(iii) to enter into Transactions,
(iv) to open, maintain and/or continue to maintain a Crypto
Futures Account with PrimeXBT,
(v) to transfer Margin to PrimeXBT and
(vi) to issue Orders to PrimeXBT in connection therewith;

24.1.2. You have made your own independent decisions to accept the terms of these Terms of Use, open and maintain a Crypto Futures Account(s), to receive the Crypto Futures Trading Services and to enter into Transactions from time to time and as to whether the Crypto Futures Trading Services and Transactions are suitable or appropriate for you or the entity for whom you are acting based on your

own judgment and advice from advisers as you deem necessary. You are not relying on any communication, whether written or oral, from PrimeXBT as investment advice or as a recommendation to enter into any Transaction or as an assurance or guarantee of any expected results of a Transaction;

24.1.3. You have read and understood the Crypto Futures Trading Rules and accept the conditions and limitations for each and every service available to you in connection with the Crypto Futures Trading Services. In particular, you understand that the level of services available to you will vary depending on whether you are transacting or intend to transact on the basis of "cross margin mode" or "isolated margin mode";

24.1.4. You are not an employee of any governmental or self-regulatory organization in any jurisdiction, including any exchange or a member firm thereof, or engaged in the business of dealing, either as agent or principal, that prohibits you from establishing a relationship with PrimeXBT, in dealing in any of the Digital Assets traded in connection with your Crypto Futures Account, and you shall promptly notify PrimeXBT if you become so employed;

24.1.5. You do not reside in the restricted countries and territories as per set out in T&Cs and Restricted Jurisdictions, or in any other jurisdictions in which PrimeXBT has restricted the offering of the services provided under this Terms of Use.

24.1.6. Unless you specifically notify PrimeXBT and PrimeXBT agrees, no person other than you has an interest in your Crypto Futures Account;

24.1.7. Except with the express written consent of PrimeXBT, and except for any security or encumbrance created hereunder, no person has or will have any security or other encumbrance over your Crypto Futures Account and/or any Digital Asset held in your Crypto Futures Account;

24.1.8. Any Order placed or any other dealings with respect to your Crypto Futures Account is solely and exclusively based on your own judgement and after your own independent appraisal and investigation into the risk associated with such Orders and your own independent determination of the Order being specifically suitable for you based on your own assessment of your financial resources, ability and willingness to take relevant risks and financial objectives;

24.1.9. PrimeXBT shall not be under any duty or obligation to inquire into the purpose or propriety of any Order and shall be under no obligation to accept or execute any Order;

24.1.10. Any person(s) empowered to act on your behalf have been duly authorized;

24.1.11. You have complied and shall comply with all Applicable Laws in all jurisdictions relevant to your Crypto Futures Account, any Transaction or other service or facility provided or made available by PrimeXBT to you;

24.1.12. All information and/or documents provided by you or on your behalf to PrimeXBT in connection with the services contemplated under these Terms of Use are true, accurate, complete and not misleading in any and all respects, and nothing has been concealed from PrimeXBT which may have a material bearing on PrimeXBT's decision to provide or continue to provide any of the services under these Terms of Use;

and

24.1.13. You shall not knowingly or recklessly permit the use of PrimeXBT's services, facilities or membership in a manner which is in the opinion of PrimeXBT liable to bring PrimeXBT into disrepute, impair the dignity or degrade the good name of any of the foregoing. You shall not knowingly or recklessly create or maintain or exacerbate manipulations or attempted manipulations, corners or attempted corners or violations of any Applicable Laws or arrangements, provisions or directions made or given thereunder, or otherwise act in a manner substantially detrimental to the interests or welfare of PrimeXBT or any of its other users.

24.2. The above representations, warranties, Terms of Use and undertakings shall be deemed repeated whenever you give Orders to PrimeXBT, enter into any Transactions or establish a Crypto Futures Account with PrimeXBT.

25. General Indemnity

25.1. In addition, and without prejudice to any other right or remedy of PrimeXBT under Applicable Laws, the Terms of Use or otherwise but without duplication, you shall at all times indemnify, keep indemnified, and hold PrimeXBT harmless from and against any and all Loss suffered or incurred by PrimeXBT which arises, whether directly or indirectly, out of, in the course of or in connection with:

25.1.1. Any Default or any failure by you to comply with any provision of these Terms of Use or Applicable Laws;

25.1.2. PrimeXBT acting in accordance with your Orders or in any manner permitted under these Terms of Use and/or the Terms of Use;

25.1.3. Any changes in any Applicable Laws that impact the provision of the Crypto Futures Trading Services to you or use thereof; and/or

25.1.4. Any act or thing done or caused to be done by PrimeXBT in connection with or referable to these Terms of Use, the Terms of Use or your Crypto Futures Account.

25.2. You shall further indemnify, keep indemnified and hold harmless PrimeXBT for any and all expenses, costs and legal fees, on a full indemnity basis, incurred, including but not limited to expenses, costs and legal fees incurred for producing records, and information, or payment made, whether such payment is or was or is to be made in settlement of any proceedings or in connection with any ruling, judgement, order or award, by any of them in connection with any investigations or proceedings, whether legal, regulatory, arbitration or other proceedings, brought against it in connection with Clauses 25.1.1. to 25.1.4. above. You shall provide any and all reasonable assistance to PrimeXBT in connection with such investigations or proceedings.

16. General Exclusion

26.1. Crypto Futures Trading is not suitable for everyone. You should examine your investment objectives, financial resources and risk tolerance to determine whether borrowing against your assets held with PrimeXBT is appropriate for you. You acknowledge that Crypto Futures Trading with respect to Digital Assets is a highly speculative activity involving highly leveraged and rapidly fluctuating markets. You further understand and accept the significant risks associated with the use of Margin and leverage and have determined that the use of Margin and/or leverage is consistent with your investment objectives. Despite such risks, you acknowledge, understand and agree that you are willing and able to assume the financial risks and other hazards of Crypto Futures Trading with respect to Digital Assets and agree that you will in no manner hold PrimeXBT responsible for Losses incurred by you under or in connection with this Terms of Use or otherwise. You acknowledge that Trading in Crypto Futures involves the potential for profit as well as the risk of losing substantially more than your initial deposit. You do not own or have any rights to the underlying instruments – which includes Digital Assets and any rewards or yields generated from them.

26.2. In addition and without prejudice to any other right or remedy which PrimeXBT may have under these Terms of Use, the T&Cs, Applicable Laws or otherwise, so long as PrimeXBT acts in good faith, it shall not be liable to you in any respect for any Loss suffered by you, including, without limitation, any Loss resulting from default, insolvency or analogous proceedings of, or action or inaction by any intermediary, including wrongful or unlawful action or inaction, or howsoever otherwise suffered and/or incurred by you under or in connection with these Terms and/or the T&Cs. PrimeXBT shall

only be liable to you if PrimeXBT is proven to have been fraudulent or to have acted in wilful default.

26.3. Without prejudice to the generality of the foregoing, PrimeXBT shall not in any event be liable to you for any technical, indirect or consequential Loss, or for any anticipated profits or punitive damages.

27. ASSIGNMENT

27.1. This Agreement shall be personal to the Client and the Client shall not be entitled to assign or transfer any of their rights or obligations under this Agreement. PrimeXBT may, at any time, assign or transfer any of its rights or obligations under this Agreement to a third party.

28. GOVERNING LAW

28.1. All the terms and conditions of this Agreement as well as any matters pertaining to this agreement, including without limitation to matters of interpretation or disputes, shall be governed by the applicable Laws of Costa Rica .

28.2. PrimeXBT and the Client irrevocably submit to the jurisdiction of Costa Rica , for the settlement of any disputes that arise in PrimeXBT regarding this Agreement.

29. SEVERABILITY

29.1. If any term, provision, covenant, or restriction of this Agreement is held by a Court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Agreement, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties hereto shall use their commercially reasonable efforts to find and utilise alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant, or restriction.

29.2. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, and restrictions of the Agreement without including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.

30. INTELLECTUAL PROPERTY

30.1. PrimeXBT has exclusive intellectual property rights on all content, trademarks, service marks, trade names, logos and icons that are the property of PrimeXBT, its affiliates, and agents, and are protected by copyright laws and international treaties and provisions. All Clients agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that the client receives from 3rd persons or downloads and prints from the Website(s) of PrimeXBT.

30.2. The Client will not obtain any intellectual property rights in, or any right or license to use such materials or the site of PrimeXBT, in any other way other than as set out in this Agreement. Images displayed on the Website of PrimeXBT are either the property of PrimeXBT or used by PrimeXBT with the express permission of their rightful owner.

30.3. The Client agrees not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property rights (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of PrimeXBT.

30.4. By submitting content about PrimeXBT and/or its Services to any public area in the internet, including but not limited to blogs, message boards, and forums, you grant PrimeXBT a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content.

31. TAXES

31.1. PrimeXBT is not a tax agent and thus shall not provide clients' financial information to any third parties. This information will not be disclosed unless officially requested by government authorities. The Client irrevocably accepts full responsibility for their actions according to current tax legislation valid at the place of residence/living of the Client regarding any performed Transactions, included but not limited to revenue/income tax.

31.2. In cases where the Client’s country of residence differs from their country of tax residency, the Client agrees and acknowledges the obligation to immediately notify the Company by contacting the

Support Team and providing all relevant details and documentation regarding their tax residency status. The Company reserves the right to request additional information or evidence to verify such status and may take any measures deemed necessary to ensure compliance with applicable tax reporting obligations. Failure to provide accurate or timely information may result in account restrictions, suspension, or termination.

32. CONTACTING US

32.1. If you have any questions about this Agreement, feel free to contact us at e-mail: support@help.primexbt.com