



These Binity Terms of Use is entered into between you (hereinafter referred to as “you” or “your”) and Binity operators (as defined below). Both Binity and you see these Terms as a legally binding agreement (the ‘Agreement’). By accessing, downloading, using or clicking on “I agree” to accept any Binity Services (as defined below) provided by Binity (as defined below), you agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms of Use (hereinafter referred to as “these Terms”) and applicable law. In addition, when using some features of the Binity Services, you may be subject to specific additional terms and conditions applicable to those features.

By accessing, using or attempting to use Binity Services in any capacity, you acknowledge that you accept and agree to be bound by these Terms and applicable law. If you do not agree, do not access Binity or utilize Binity services. Binity reserves its right to terminate the Agreement in case you are in the breach of applicable law or Terms, or according thereto.

I. Definitions

1. Binity refers to an ecosystem comprising Binity websites, mobile applications, clients, applets and other applications that are developed to offer Binity Services, and includes independently-operated platforms, websites and clients within the ecosystem. In case of any inconsistency between relevant terms of use of the above platforms and the contents of these Terms, the respective applicable terms of such platforms shall prevail.

2. Binity Operators: refer to all parties that run Binity, including but not limited to legal persons, unincorporated organizations and teams that provide Binity Services and are responsible for such services. For convenience, unless otherwise stated, references to “Binity” and “we” in these Terms specifically mean Binity Operators. UNDER THESE TERMS, BINITY OPERATORS MAY CHANGE AS BINITY’S BUSINESS ADJUSTS, IN WHICH CASE, THE CHANGED OPERATORS SHALL PERFORM THEIR OBLIGATIONS UNDER THESE TERMS WITH YOU AND PROVIDE SERVICES TO YOU, AND SUCH CHANGE DOES NOT AFFECT YOUR RIGHTS AND INTERESTS UNDER THESE TERMS. ADDITIONALLY, THE SCOPE OF BINITY OPERATORS MAY BE EXPANDED DUE TO THE PROVISION OF NEW BINITY SERVICES, IN WHICH CASE, IF YOU CONTINUE TO USE BINITY SERVICES, IT IS DEEMED THAT YOU HAVE AGREED TO JOINTLY EXECUTE THESE TERMS WITH THE NEWLY ADDED BINITY OPERATORS. IN CASE OF A DISPUTE, YOU SHALL DETERMINE THE ENTITIES BY WHICH THESE TERMS ARE PERFORMED WITH YOU AND THE COUNTERPARTIES OF THE DISPUTE, DEPENDING ON THE SPECIFIC SERVICES YOU USE AND THE PARTICULAR ACTIONS THAT AFFECT YOUR RIGHTS OR INTERESTS.

3. Binity Services refer to various cryptocurrency, financial and any suchlike services provided to you by Binity that are based on Internet and/or blockchain technologies and offered via Binity websites, mobile applications, clients and other forms (including new ones enabled by future technological development), including:

- Crypto-to-crypto Trading;
- Fiat Trading;
- Futures Trading;
- Loan/Lending;
- Margins Trading;
- Replenishing and Withdrawal of Digital Currencies;
- Replenishing and Withdrawal of Fiat Currencies.

4. Binity Platform Rules refer to all rules, interpretations, announcements, statements, letters of consent and other contents that have been and will be subsequently released by Binity, as well as all regulations, implementation rules, product process descriptions, and announcements published in the FAQ, Client support or within products or service processes.

5. Users refer to all individuals, institutions or organizations that access, download or use Binity or Binity Services and who meet the criteria and conditions stipulated by Binity. If there exist other agreements for such entities as developers, distributors, market makers, and Digital Currencies exchanges, such agreements shall be followed.
6. Digital Currencies refer to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.
7. Digital Assets refer to Digital Currencies, their derivatives or other types of digitalized assets with a certain value.
8. Binity Accounts refer to the foundational virtual accounts, including main accounts and subaccounts, which are opened by Binity for Users to record on Binity their usage of Binity Services, transactions, asset changes and basic information. Binity Accounts serve as the basis for Users to enjoy and exercise their rights on Binity.
9. Crypto-to-crypto Trading refers to spot transactions in which one digital currency is exchanged for another digital currency.
10. Fiat Trading refers to spot transactions in which Digital Currencies are exchanged for fiat currencies or vice versa.
11. Collateral Accounts refer to special accounts opened by Users on Binity to deposit and withdraw collateral (such as margins) in accordance with these Terms (including Binity Platform Rules), as required for contract transactions, leveraged trading and/or currency borrowing services.
12. Loan/Lending refers to Binity's lending of Digital Currencies to Users at an interest collected in certain ways (in the form of Digital Currencies), including but not limited to the leveraged trading and currency lending services currently offered, and other forms of loan/lending services to be launched by Binity.
13. Replenishing and Withdrawal of Fiat Currencies refers to transactions in which Users replenish or withdraw Fiat Currencies from Binity Accounts.
14. Replenishing and Withdrawal of Digital Currencies refers to transactions in which Users replenish or withdraw Digital Currencies from Binity Accounts.
15. Currencies Trading refers to transactions in which Currencies are exchanged for Digital Currencies or vice versa.

II. General Provisions

1. About These Terms

a. Contractual Relationship

These Terms constitute a legal agreement and create a binding contract between you and Binity Operators.

b. Supplementary Terms

Due to the rapid development of Digital Currencies and Binity, these Terms between you and Binity Operators do not enumerate or cover all rights and obligations of each party, and do not guarantee full alignment with needs arising from future development. Therefore, BINITY PLATFORM RULES, AND ALL OTHER AGREEMENTS ENTERED INTO SEPARATELY BETWEEN YOU AND BINITY ARE DEEMED SUPPLEMENTARY TERMS THAT ARE AN INTEGRAL PART OF THESE TERMS AND SHALL HAVE THE SAME LEGAL EFFECT. YOUR USE OF BINITY SERVICES IS DEEMED YOUR ACCEPTANCE OF THE ABOVE SUPPLEMENTARY TERMS.

c. Changes to These Terms

Binity reserves the right to change or modify these Terms in its discretion at any time. Binity will notify such changes by updating the terms on its website (необходимо вставить URL) and modifying the last revised date displayed on this page. ANY AND ALL MODIFICATIONS OR CHANGES TO THESE TERMS WILL BECOME EFFECTIVE UPON PUBLICATION ON THE WEBSITE OR RELEASE TO USERS. THEREFORE, YOUR CONTINUED USE OF BINITY SERVICES IS DEEMED YOUR ACCEPTANCE OF THE MODIFIED AGREEMENT AND RULES. IF YOU DO NOT AGREE TO ANY

CHANGES TO THESE TERMS, YOU MUST STOP USING BINITY SERVICES IMMEDIATELY. YOU ARE RECOMMENDED TO FREQUENTLY REVIEW THESE TERMS TO ENSURE YOUR UNDERSTANDING OF THE TERMS AND CONDITIONS THAT APPLY TO YOUR ACCESS TO AND USE OF BINITY SERVICES.

d. Prohibition of Use

BY ACCESSING AND USING BINITY SERVICES, YOU REPRESENT AND WARRANT THAT (i) YOU HAVE NOT BEEN INCLUDED IN ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY), (ii) THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE, OR (iii) ANY SUCHLIKE LIST FORMULATED BY ANY GOVERNMENT WORLDWIDE, OR (iv) YOU ARE NEITHER A PUBLIC OFFICIAL NOR A PERSON WHO HOLDS ELECTIVE OFFICE IF IT IS FORBIDDEN TO CONDUCT BUSINESS FOR THE AFOREMENTIONED INDIVIDUALS, OR (v) YOU ARE NOT ON INTERPOL RED NOTICES LIST. BINITY RESERVES THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS, AND MAY RESTRICT OR REFUSE, IN ITS DISCRETION, THE PROVISION OF BINITY SERVICES IN CERTAIN COUNTRIES OR REGIONS.

2. About Binity

As further detailed in Article 3 below, Users must register and open an account with Binity, and deposit Digital Assets into their account prior to trading. Users may, subject to the restrictions set forth in these Terms, apply for the withdrawal of Digital Assets.

Binity cannot and does not guarantee its accuracy, applicability, reliability, integrity, performance or appropriateness, nor shall Binity be liable for any loss or damage that may be caused directly or indirectly by your use of these contents. The information about Binity Services may change without notice, besides any such a change is aimed at providing such information to Users.. Binity does not provide investment or consulting advice of any kind, and is not responsible for the use or interpretation of information on Binity or any other communication medium. All Users of Binity Services must understand the risks involved in Digital Assets trading, and are recommended to trade responsibly within their own capabilities. Binity, in turn, undertakes to publish all modifications to Binity's services and products on the official website in good time.

3. Binity Account Registration and Requirements

a. Registration

All Users must apply for a Binity Account at (<https://accounts.binity.com/en/register>) before using Binity Services. When you register a Binity Account, you must provide your real name, email address and password, and accept these Terms, and other Binity Platform Rules. Binity may refuse, in its discretion, to open a Binity Account for you. You agree to provide complete and accurate information when opening a Binity Account, and agree to timely update any information you provide to Binity to maintain the integrity and accuracy of the information. Only one User can be registered at a time, but each individual User (including any User that is a business or legal entity) may maintain only one main account at any given time. Institutional Users (including Users that are businesses and other legal entities) can open one or more subaccounts under the main account with the consent of Binity. For certain Binity Services, you may be required to set up a special account independent from your Binity Account, based on the provisions of these Terms or the Supplementary Terms. The registration, use, protection and management of such trading accounts are equally governed by the provisions of this article and article 6, unless otherwise stated in these Terms or the Supplementary Terms.

b. Eligibility

By registering to use a Binity Account, you represent and warrant that (i) as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws; (ii) as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms; (iii) you have not been previously suspended or removed from using Binity

Services; (iv) you do not currently have a Binity Account. If you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you represent and warrant that you have all the necessary rights and authorizations to bind such legal entity; (vi) your use of Binity Services will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.

Please note that by signing these Terms you confirm that you are neither a resident, nor a citizen of any country, which prohibits legal use of cryptocurrencies or any suchlike asset (technology).

Please note that in the event of breach rules hereinabove Binity shall block your Binity Account. All your personal, financial or other data collected might be transferred to law enforcement upon request thereof.

Please note that some products and services may not be available in certain jurisdictions or regions or to certain users. Binity reserves the right to change, modify or impose additional restrictions at its discretion at any time.

c. User Identity Verification

Your registration of an account with Binity will be deemed your agreement to provide required personal information for identity verification. Such information will be used to verify Users' identity, identify traces of money laundering, terrorist financing, fraud and other financial crimes through Binity, or for other lawful purposes stated by Binity. We will collect, use and share such information in accordance with applicable law. In addition to providing such information, you agree to allow us to keep a record of that information during the period for which your account is active and within five (5) years after your account is closed, in compliance with global industry standards on data storage. You also authorize us to conduct necessary investigations directly or through a third party to verify your identity or protect you and/or us from financial crimes, such as fraud. The information we require to verify your identity may include, but is not limited to, your name, email address, contact information, phone number, username, government-issued ID, date of birth, and other information collected during account registration. When providing the required information, you confirm it is true and accurate. AFTER REGISTRATION, YOU MUST ENSURE THAT THE INFORMATION IS TRUE, COMPLETE, AND TIMELY UPDATED WHEN CHANGED. IF THERE ARE ANY GROUNDS FOR BELIEVING THAT ANY OF THE INFORMATION YOU PROVIDED IS INCORRECT, FALSE, OUTDATED OR INCOMPLETE, BINITY RESERVES THE RIGHT TO SEND YOU A NOTICE TO DEMAND CORRECTION, DIRECTLY DELETE THE RELEVANT INFORMATION, AND, AS THE CASE MAY BE, TERMINATE ALL OR PART OF BINITY SERVICES WE PROVIDE FOR YOU OR BLOCK (TERMPORATILY OR PERMANENTLY) YOUR BINITY ACCOUNT AND FREEZE YOUR ASSETS ON BINITY. IF WE ARE UNABLE TO REACH YOU WITH THE CONTACT INFORMATION YOU PROVIDED, YOU SHALL BE FULLY LIABLE FOR ANY LOSS OR EXPENSE CAUSED TO BINITY DURING YOUR USE OF BINITY SERVICES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE THE OBLIGATION TO UPDATE ALL THE INFORMATION IF THERE IS ANY CHANGE. BY REGISTERING AN ACCOUNT, YOU HEREBY AUTHORIZE BINITY TO CONDUCT INVESTIGATIONS THAT BINITY CONSIDERS NECESSARY, EITHER DIRECTLY OR THROUGH A THIRD PARTY, TO VERIFY YOUR IDENTITY OR PROTECT YOU, OTHER USERS AND/OR BINITY FROM FRAUD OR OTHER FINANCIAL CRIMES, AND TO TAKE NECESSARY ACTIONS BASED ON THE RESULTS OF SUCH INVESTIGATIONS. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT BUREAUS AND AGENCIES FOR FRAUD PREVENTION OR FINANCIAL CRIME PREVENTION, WHICH MAY RESPOND TO OUR INVESTIGATIONS IN FULL.

PLEASE TAKE NOTE THAT IN ORDER TO CONTINUE YOUR USE OF BINITY SERVICES YOU MUST SUBMIT TRUE AND COMPLETE INFORMATION/ID DOCUMENTS TO BINITY IN REASONABLE TIME. IN CASE YOU FAIL TO DO SO, YOU SHALL NOT MAKE USE OF BINITY SERVICES OR DISPOSE OF YOUR ASSETS ON BINITY.

d. Account Usage Requirements

The Binity Account can only be used by the account registrant. Binity reserves the right to suspend, freeze or cancel the use of Binity Accounts by persons other than account registrant. If you suspect or become aware of any unauthorized use of your username and password, you should notify Binity immediately. Binity assumes no liability for any loss or damage arising from the use of Binity Account by you or any third party with or without your authorization.

e. Account Security

Binity has been committed to maintaining the security of User entrusted funds, and has implemented industry standard protection for Binity Services. However, the actions of individual Users may pose risks. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your Binity Account and personal information.

You should be solely responsible for keeping safe of your Binity Account and password, and be responsible for all the transactions under your Binity Account. Binity assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

By creating a Binity Account, you hereby agree that:

you will notify Binity immediately if you are aware of any unauthorized use of your Binity Account and password or any other violation of security rules;

you will strictly abide by all mechanisms or procedures of Binity regarding security, authentication, trading, charging, and withdrawal; and

you will take appropriate steps to logout from Binity at the end of each visit.

In the event of any kind of alteration of Binity Account, unauthorized use thereof included, Binity reserves the right to restore your Binity Account provided you successfully finish User Identification process.

f. Personal Data

Your personal data will be properly protected and kept confidential, but Binity has the right to collect, process, use or disclose your personal data in accordance with the Terms or applicable laws. Depending on the products or services concerned, your personal data may be disclosed to the following third parties:

your transaction counterparty;

Binity Operators, and the shareholders, partners, investors, directors, supervisors, senior managers and employees of such entities;

our joint ventures, alliance partners and business partners;

our agents, contractors, suppliers, third-party service providers and professional advisers, including the parties who have been contracted to provide us with administrative, financial, research, operations, IT and other services, in such areas as telecommunications, information technology, payroll, information processing, training, market research, storage and archival;

third-party business partners who provide goods and services or sponsor contests or other promotional activities, whether or not in cooperation with us;

insurance companies or insurance investigators and credit providers;

credit bureaus, or any debt collection agencies or dispute resolution centers in the event of violation or dispute;

business partners, investors, trustees or assignees (actual or expected) that promote business asset transactions (which can be broadened to include any merger, acquisition or asset sale) of Binity Operators;

professional consultants such as auditors and lawyers;

relevant government regulatory agencies or law enforcement agencies to comply with laws or regulations formulated by government authorities;
assignees of our rights and obligations;
banks, credit card companies and their respective service providers;
persons with your consent as determined by you or the applicable contract.

III. Binity Services

Upon completion of the registration and identity verification for your Binity Account, you may use various Binity Services, including but not limited to, Crypto-to-crypto Trading, Fiat Trading, Loan/Lending, Futures Trading, Replenishing and Withdrawal of Digital Currencies, Replenishing and Withdrawal of Fiat Currencies, etc., in accordance with the provisions of these Terms (including Binity Platform Rules and other individual agreements). Binity has the right to:

Provide, modify or terminate, in its discretion, any Binity Services based on its development plan;
and

Allow or prohibit some Users' use of any Binity Services in accordance with relevant Binity Platform Rules.

1. Service Usage Guidelines

a. License

Provided that you constantly comply with the express terms and conditions stated in these Terms, Binity grants you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use Binity Services through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use Binity Services for resale or commercial purposes, including transactions on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function and access rights regarding Binity Services should be stipulated in the discretion of Binity. Binity reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using Binity Services in any way not expressly authorized by these Terms.

These Terms only grant a limited license to access and use Binity Services. Therefore, you hereby agree that when you use Binity Services, Binity does not transfer Binity Services or the ownership or intellectual property rights of any Binity intellectual property to you or anyone else. All the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the services or provided through Binity Services, are exclusively owned, controlled and/or licensed by Binity Operators or its members, parent companies, licensors or affiliates.

Binity owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as "Feedback") about Binity or Binity Services that you provide through email, Binity Services, or other ways. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to Binity. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

b. Restriction

When you use Binity Services, you agree and undertake to comply with the following provisions:

During the use of Binity Services, all activities you carry out should comply with the requirements of applicable laws and regulations, these Terms, and various guidelines of Binity;

Your use of Binity Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using Binity Services;

You agree not to use the services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by law);

Without written consent from Binity, the following commercial uses of Binity data are prohibited:

- 1) Trading services that make use of Binity quotes or market bulletin board information.
- 2) Data feeding or streaming services that make use of any market data of Binity.
- 3) Any other websites/apps/services that charge for or otherwise profit from (including through advertising or referral fees) market data obtained from Binity.

Without prior written consent from Binity, you may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties.

You may not (i) use any deep linking, web crawlers, bots, spiders or other automatic 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 Binity Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through Binity Services; (ii) attempt to access any part or function of the properties without authorization, or connect to Binity Services or any Binity servers or any other systems or networks of any Binity Services provided through the services by hacking, password mining or any other unlawful or prohibited means; (iii) probe, scan or test the vulnerabilities of Binity Services or any network connected to the properties, or violate any security or authentication measures on Binity Services or any network connected to Binity Services; (iv) reverse look-up, track or seek to track any information of any other Users or visitors of Binity Services; (v) take any actions that imposes an unreasonable or disproportionately large load on the infrastructure of systems or networks of Binity Services or Binity, or the infrastructure of any systems or networks connected to Binity services; (vi) use any devices, software or routine programs to interfere with the normal operation of Binity Services or any transactions on Binity Services, or any other person's use of Binity Services; (vii) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to Binity, or (viii) use Binity Services in an illegal way.

By accessing Binity Services, you agree that Binity has the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions under relevant regulations without your consent or prior notice. Examples of such actions include, but are not limited to:

Blocking and closing order requests;

Freezing your account;

Reporting the incident to the authorities;

Publishing the alleged violations and actions that have been taken;

Deleting any information you published that are found to be violations.

2. Crypto-to-crypto Trading

Upon completion of the registration and identity verification for your Binity Account, you may conduct Crypto-to-crypto Trading on Binity in accordance with the provisions of these Terms and Binity Platform Rules.

a. Orders

Upon sending an instruction of using Binity Services for Crypto-to-crypto Trading (an "Order"), your account will be immediately updated to reflect the open Orders, and your Orders will be included in Binity's order book to match other users' Orders. If one of your Orders fully or partially matches another user's Order, Binity will execute an exchange (a "Transaction"). Once the Transaction is executed, your account will be updated to reflect that the Order has been fully

executed and closed, or the Order has been partially executed. The Order will remain uncompleted until it is fully executed or cancelled under paragraph (b) below. To conclude a Transaction, you authorize Binity to temporarily control the Digital Currencies involved in your Transaction.

b. Cancellation

For Orders initiated through Binity Services, you may only cancel them before they have been matched with other Users' Orders. Once your Order has been matched with another user's Order, you may not change, revoke or cancel Binity's authorization to complete the Order. For any partially matched Order, you may cancel the unmatched part of the Order unless such portion has been matched. Binity reserves the right to reject any cancellation request related to the Order you have submitted. If your account does not have sufficient amount of Digital Currencies to execute an Order, Binity may cancel the entire Order, or execute part of the Order with the amount of Digital Currencies you have in your account (in each case, any Transaction related fees payable to Binity are deducted as stated in paragraph (c) below).

c. Fees

You agree to pay Binity the fees specified in (ссылка на страницу с комиссиями). Binity may, in its discretion, update the fees at any time. Any updated fees will apply to any sales or other Transactions that occur following the effective date of the updated fees. You authorize Binity to deduct from your account any applicable fees that you owe under these Terms. Please take into account that any fees set out in (link) shall be introduced by Binity in its sole discretion. Binity reserves the right to introduce various fees for any of Binity Services.

3. Fiat Trading

Prior to conducting Fiat Trading, in accordance with type of fiat trading, you shall separately read and agree User Agreements with various Binity partnered banks and payment services, and comply with the Terms, and other specific Binity Platform Rules related to Fiat Trading as well as the business rules of such partners, and open an account on such Binity OTC platforms, following the completion of the registration and identity verification for your Binity Account, if applicable. a. Fiat Payments. If you choose to utilize the Fiat Trading, you agree that Binity UAB shall be the main Binity Operator responsible for the transaction (including for the purpose of refunds and cancellations).. The activities of Binity UAB defined herein are governed by the laws of St. Vincent and the Grenadines law.

4. Futures Trading

Unless otherwise specified by Binity, to conduct Futures Trading, you must open a special Collateral Account, following the completion of registration and identity verification for your Binity Account. You acknowledge and agree that:

- a. You fully understand the high risks of Futures Trading, including but not limited to the risk of major fluctuations of Digital Assets in Futures Trading, and the risk of exacerbated adverse outcome when leverage is used;
- b. 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 the investment of Futures Trading;
- c. Before performing Futures Trading, you have read and understood the relevant Binity Platform Rules, and have consulted relevant professionals to make informed decisions on whether and how to complete Futures Trading according to their recommendations and your own reasonable judgment;
- d. You agree and authorize Binity to take various reasonable measures in its discretion (including but not limited to forced liquidation and forced position reduction under specific circumstances) the relevant Binity Platform Rules to protect the legitimate interests of you, Binity and other Users;
- e. Binity shall not be deemed liable for loss of your deposit.

5. Margins Trading

Unless otherwise specified by Binity, prior to conducting Margins Trading, you must open a special Collateral Account and/or complete other related procedures, following the completion of registration and identity verification for your Binity Account.

a. Risks of Margins Trading

Margins Trading is highly risky. As a leveraged trader, you acknowledge and agree that you access and use Margins Trading and borrowing services at your own risk, which include but are not limited to:

The liquidity, market depth and dynamics of the trading market fluctuate violently and change rapidly. The use of leverage may work to your advantage or disadvantage, which may result in major gains or losses as the case may be.

You are not eligible to receive forked currencies split from any blockchain assets in your Collateral Account, even if you have not engaged in any Margins Trading or borrowing at all.

Loans carry risk, and the value of your blockchain assets may decline. If the value of your assets drops to a certain level, you are responsible for dealing with these market circumstances.

In some market situations, you may find it difficult or impossible to liquidate a position. This may occur, for example, as a result of insufficient market liquidity or technical issues on Binity.

Placing contingent Orders does not necessarily limit your losses to the expected amount, as market conditions may prevent you from executing such orders.

Margins Trading does not have guaranteed measures against losses. As a borrower, you may suffer losses that exceed the amount you deposited into your Collateral Account.

Binity shall not be deemed liable for loss of your deposit.

b. To start Margins Trading:

You represent and warrant that you are neither from the U.S. nor on any list of trade embargoes or economic sanctions, such as the Specially Designated National by OFAC (The Office of Foreign Assets Control of the U.S. Department of the Treasury) or any suchlike list formulated by any government worldwide.

You should fully understand the risks associated with Margins Trading and Lending, and be fully responsible for any trading and non-trading activities under your Binity Account and Collateral Account. You should not engage in Transactions or invest in funds that are beyond your financial capacities;

You are fully responsible for knowing the true status of any position, even if Binity may present it incorrectly at any time;

You agree to keep enough Digital Assets in your Collateral Account, as required by Binity for Users' engagement in Margins Trading, and promptly repay your loan in full. Failure to keep enough assets or to timely repay the outstanding loan may result in forced liquidation of the assets in your Collateral Account;

Even if with the ability to forcefully liquidate any position, Binity cannot guarantee to stop losses. If your assets are insufficient to repay the outstanding loan after the liquidation of your position, you are still liable for any further shortfall of assets;

Binity may take measures, in its discretion and on your behalf, to reduce your potential losses, including but not limited to, transferring assets from your Collateral Account into your Binity Account and/or vice versa;

During Binity system maintenance, you agree to be fully responsible for managing your Collateral Account under risks, including but not limited to, closing positions and repaying your loan.

You agree to conduct all Transactions, Margins Trading and/or borrowing on your own, and be fully responsible for your activities. Binity assumes no liability for any loss or damage caused by your use of any Binity services or your unawareness of the risks associated with the use of Digital Assets or with your use of Binity Services.

6. Replenishing and Withdrawal of Fiat Currency

You may replenish Fiat Currency on your Binity Account by depositing Fiat Currency. Funds in your Binity Account can be used only to trade on Binity.

You may withdraw Fiat Currency from your Binity Account by transfer to your external Fiat Currency address, or directly to your Bank account.

7. Replenishing and Withdrawal of Digital Currency

You may fund your Binity Account by depositing Digital Currency. Funds in your Binity Account can be used only to trade on Binity.

You may withdraw Digital Currency from your Binity Account by transfer to your external Digital Currency address, or directly to your Bank account.

IV. Liabilities

1. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BINITY SERVICES, BINITY MATERIALS AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF BINITY ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND BINITY EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, BINITY DOES NOT REPRESENT OR WARRANT THAT THE SITE, BINITY SERVICES OR BINITY MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BINITY DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS, AGREEMENTS AND RULES SET FORTH IN THESE TERMS, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR AGREEMENT, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF BINITY SERVICES. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT BINITY WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL ASSETS PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, (C) INTERRUPTION IN ANY SUCH DATA, (D) REGULAR OR UNSCHEDULED MAINTENANCE CARRIED OUT BY BINITY AND SERVICE INTERRUPTION AND CHANGE RESULTING FROM SUCH MAINTENANCE, (E) ANY DAMAGES INCURRED BY OTHER USERS' ACTIONS, OMISSIONS OR VIOLATION OF THESE TERMS, (F) ANY DAMAGE CAUSED BY ILLEGAL ACTIONS OF OTHER THIRD PARTIES OR ACTIONS WITHOUT AUTHORIZED BY BINITY; AND (G) OTHER EXEMPTIONS MENTIONED IN DISCLAIMERS AND PLATFORM RULES ISSUED BY BINITY.

THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

2. Disclaimer of Damages and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BINITY, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS) ARISING OUT OF BINITY SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF BINITY SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF BINITY AND ITS AFFILIATES, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF BINITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF BINITY'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LIABILITY OF BINITY, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF SERVICES OFFERED BY OR ON BEHALF OF BINITY AND ITS AFFILIATES, ANY PERFORMANCE OR NON-PERFORMANCE OF BINITY SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO BINITY UNDER THESE TERMS IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

3. Indemnification

You agree to indemnify and hold harmless Binity Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, Binity Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of Binity Services. If you are obligated to indemnify Binity Operators, their affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to these Terms, Binity will have the right, in its sole discretion, to control any action or proceeding and to determine whether Binity wishes to settle, and if so, on what terms.

V. Termination of Agreement

1. Suspension of Binity Accounts

You agree that Binity shall have the right to immediately suspend your Binity Account (and any accounts beneficially owned by related entities or affiliates), freeze or lock the Digital Assets or funds in all such accounts, and suspend your access to Binity for any reason including if Binity suspects any such accounts to be in violation of these Terms, or any applicable laws and regulations. You agree that Binity shall not be liable to you for any permanent or temporary modification of your Binity Account, or suspension or termination of your access to all or any portion of Binity Services. Binity shall reserve the right to keep and use the transaction data or other information related to such Binity Accounts. The above account controls may also be applied in the following cases:

The Binity Account is subject to a governmental proceeding, criminal investigation or other pending litigation;

We detect unauthorized access to the Binity Account;

We detect terrorist financing or money laundering activities;

We detect suspicious activities on behalf of the User, or we are required to do so by a court order or command by a regulatory/government authority. Please note, that any information received by Binity/Binity Operators in accordance with these Terms can be transferred by any means to a regulatory/government authority upon request thereof.

2. Cancellation of Binity Accounts

In case of any of the following events, Binity shall have the right to directly terminate these Terms by cancelling your Binity Account, and shall enjoy the right but not the obligation to permanently freeze (cancel) the authorizations of your Binity Account on Binity and withdraw the corresponding Binity Account thereof:

after Binity terminates services to you;

you allegedly register or register in any other person's name as a Binity User again, directly or indirectly;

the information that you have provided is untruthful, inaccurate, outdated or incomplete;

when these Terms are amended, you state your unwillingness to accept the amended Terms by applying for cancellation of your Binity Account or by other means;

you request that Binity Services be terminated; and

any other circumstances where Binity deems it should terminate Binity Services.

Should your Binity Account be terminated, the account and transactional information that meet data retention standards will be securely stored for 5 years. In addition, if a transaction is unfinished during the account termination process, Binity shall have the right to notify your counterparty of the situation at that time. You acknowledge that a user-initiated account exit (right to erasure under GDPR or other equivalent regulations) will also be subjected to the termination protocol stated above.

If Binity is informed that any Digital Assets or funds held in your Binity Account are stolen or otherwise are not lawfully possessed by you, Binity may, but has no obligation to, place an administrative hold on the affected funds and your Binity Account. If Binity does lay down an administrative hold on some or all of your funds or Binity Account, Binity may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to Binity has been provided to Binity in a form acceptable to Binity. Binity will not involve itself in any such dispute or the resolution of the dispute. You agree that Binity will have no liability or responsibility for any such hold, or for your inability to withdraw Digital Assets or funds or execute trades during the period of any such hold.

3. Remaining Funds After Binity Account Termination

Except as set forth in paragraph 4 below, once a Binity Account is closed/withdrawn, all remaining account balance (which includes charges and liabilities owed to Binity) will be payable immediately to Binity. Upon payment of all outstanding charges to Binity (if any), Users will have 5 business days to withdraw all Digital Assets or funds from the account.

4. Remaining Funds After Binity Account Termination Due to Fraud, Violation of Law, or Violation of These Terms

Binity maintains full custody of the Digital Assets, funds and User data/information which may be turned over to governmental authorities in the event of Binity Accounts' suspension/closure arising from fraud investigations, investigations of violation of law or violation of these Terms.

VI. No Financial Advice

Binity is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities effected by you using Binity Services. No communication or information provided to you by Binity is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. Unless otherwise specified in these Terms, all trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance, and you shall be solely responsible for any loss or liability therefrom. You should consult legal or tax professionals regarding your specific situation. Binity does not recommend that any Digital Asset should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial advisors prior to making any investment decision. You can receive consulting services (strategic investments advices included) on a fee basis from any third party, although Binity will not be held liable for the decisions you make to buy, sell, or hold Digital Asset based on the information provided by those companies or individuals.

VII. Compliance with Local Laws

It is Users' responsibility to abide by local laws in relation to the legal usage of Binity Services in their local jurisdiction as well as other laws and regulations applicable to Users. Users must also factor, to the extent of their local laws all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. ALL USERS OF BINITY SERVICES ACKNOWLEDGE AND DECLARE THAT THEIR FUNDS COME FROM LEGITIMATE SOURCES AND DO NOT ORIGINATE FROM ILLEGAL ACTIVITIES; USERS AGREE THAT BINITY WILL REQUIRE THEM TO PROVIDE OR OTHERWISE COLLECT THE NECESSARY INFORMATION AND MATERIALS AS PER RELEVANT LAWS OR GOVERNMENT ORDERS TO VERIFY THE LEGALITY OF THE SOURCES AND USE OF THEIR FUNDS.

Binity maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate Users' accounts and funds which are flagged out or investigated by legal mandate.

VIII. Resolving Disputes: Forum, Competent Court, Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY, AS IT INVOLVES A WAIVER OF CERTAIN RIGHTS TO BRING LEGAL PROCEEDINGS, INCLUDING AS A CLASS ACTION.

1. Notice of Claim and Dispute Resolution Period. Please contact Binity first! Binity wants to address your concerns without resorting to formal legal proceedings, if possible. If you have a dispute with Binity, then you should contact Binity and a ticket number will be assigned. Binity will attempt to resolve your dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

In the event the dispute cannot be resolved satisfactorily, and you wish to assert a legal claim against Binity, then you agree to set forth the basis of such claim in writing in a "Notice of Claim," as a form of prior notice to Binity. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your Binity account email. The Notice of Claim should be submitted to an email address or hyperlink provided in your correspondence with Binity. After you have provided the Notice of Claim to Binity, the dispute referenced in the Notice of Claim may be submitted by either Binity or you to arbitration in accordance with paragraph 2 of this Section, below. For the avoidance of doubt, the submission of a dispute to Binity for resolution internally and the delivery of a Notice of Claim to Binity are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding). During the arbitration, the amount of any settlement offer made by you or Binity shall not be disclosed to the arbitrator.

2. Competent Court and Governing Law. You and Binity Operators agree that, subject to paragraph 1 above, any dispute, claim, or controversy between you and Binity (and/or Binity Operators) arising in connection with or relating in any way to these Terms or to your relationship with Binity (and/or Binity Operators) as a user of Binity Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) will be determined by a competent court of St. Vincent and the Grenadines judiciary. You and Binity Operators agree that St. Vincent and the Grenadines law shall be applicable to these Terms or to your relationship with Binity (and/or Binity Operators) as a user of Binity Services. A party may disclose Confidential Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision shall survive termination of these Terms and of any arbitration brought pursuant to these Terms.

3. Class Action Waiver. You and Binity agree that any claims relating to these Terms or to your relationship with Binity as a user of Binity Services (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) shall be brought against the other party in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and Binity further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties, including Binity.

4. Modifications. Binity reserves the right to update, modify, revise, suspend, or make any future changes to Section VIII. You hereby consent and agree that it is your responsibility to ensure that your understanding of this Section is up to date. Subject to the applicable law, your continued use of your Binity account shall be deemed to be your acceptance of any modifications to Section VIII. You agree that if you object to the modifications to Section VIII, Binity may block access to your account pending closure of your account. In such circumstances, the Terms of Use prior to modification shall remain in full force and effect pending closure of your account.

5. Severability. If any portion of these Terms are adjudged to be invalid or unenforceable for any reason or to any extent, the remainder of these Terms will remain valid and enforceable and the invalid or unenforceable portion will be given effect to the greatest extent permitted by law. pending closure of your account.

IX. Miscellaneous

1. Independent Parties. Binity 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 the parties.

2. Entire Agreement. These Terms constitute the entire agreement between the parties regarding use of Binity Services and will supersede all prior written or oral agreements between the parties. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms herein.

3. Interpretation and Revision. Binity reserves the right to alter, revise, modify, and/or change these Terms at any time. All changes will take effect immediately upon being published on Binity websites. It is your responsibility to regularly check relevant pages on our websites/applications to confirm the latest version of these Terms. If you do not agree to any such modifications, your only remedy is to terminate your usage of Binity Services and cancel your account. You agree that, unless otherwise expressly provided in these Terms, Binity will not be responsible for any modification or termination of Binity Services by you or any third party, or suspension or termination of your access to Binity Services.

4. Force Majeure. Binity will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond Binity's reasonable control. You and Binity both agree that COVID-19 pandemic per se is not to be considered as Force Majeure.

5. Severability. If any portion of these Terms is held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

6. Assignment. You may not assign or transfer any right to use Binity Services or any of your rights or obligations under these Terms without prior written consent from Binity, including any right or obligation related to the enforcement of laws or the change of control. Binity may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

7. Waiver. The failure of one party to require performance of any provision will not affect that party's right to require performance at any time thereafter. At the same time, the waiver of one party to seek recovery for the other party's violation of these Terms or any provision of applicable terms shall not constitute a waiver by that party of any subsequent breach or violation by the other party or of the provision itself.

8. Third-Party Website Disclaimer. Any links to third-party websites from Binity Services does not imply endorsement by Binity of any product, service, information or disclaimer presented therein, nor does Binity guarantee the accuracy of the information contained on them. If you suffer loss from using such third-party product and service, Binity will not be liable for such loss. In addition, since Binity has no control over the terms of use or privacy policies of third-party websites, you should read and understand those policies carefully.

9. Contact Information. For more information on Binity, you may refer to the company and license information found on Binity websites.