USER AGREEMENT – BYBIT METATRADER 5 (MT5)

1. Introduction

1.1. The service of trading on MT5 platform on the Site (as defined below) and associated application program or mobile applications (together referred to as the "**MT5 Platform**") and related service(s) are provided (together as the "**MT5 Services**") by Infra Capital Limited, a company incorporated in Mauritius, having its registered address at Suite 201, 2nd Floor, The Catalyst, 40 Silicon Avenue, Ebene Cybercity, Mauritius, bearing registration number: 200907 and Infra Capital LLC, a company incorporated in Saint Vincent and the Grenadines, having its registered address at Euro House, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines, bearing registration number: 4238 LLC 2025 (hereinafter the "**Company**", "**we**", "**us**" or "**our**").

1.2. Certain parts of the MT5 Services that involve trading or dealing with Digital Assets are provided by Bybit Technology Limited.

1.3. For the avoidance of doubt, the Parties acknowledge and agree that:

- (a) Infra shall be the contracting party and regulated entity in respect of the CFD (as defined below) services provided via the TradFi platform.
- (b) Bybit Technology Limited ("**Bybit**") acts solely as an infrastructure service provider to Infra for onboarding facilitation, user interface execution, ledger support, sub-custody of client funds, and fiat conversion services under this Agreement. Bybit does not provide services directly to end users under this Agreement, and any customer inquiries, disputes, or complaints shall be directed exclusively to Infra and not to Bybit.
- (c) Any separate relationship between a client and Bybit, including but not limited to the provision of custodial, wallet, or trading services by Bybit under separate terms and conditions, shall be deemed independent and unrelated to the services provided under this Agreement.
- (d) Infra and Bybit act as independent service providers. Nothing in this Agreement shall be construed to create a joint service offering, partnership, agency, or shared client relationship. Infra remains solely responsible for its clients, including onboarding, AML/CFT compliance, and custody of assets. Bybit does not hold or control client funds or virtual assets on behalf of Infra or its clients, nor perform any regulated functions unless expressly agreed in writing in compliance with applicable law. Any overlap of users shall not constitute or imply a joint client relationship.

1.4. All access and use of the MT5 Services are subject to the terms and conditions set out below ("**Terms**" or "**Agreement**"). This Agreement is entered into between you and the Company. If you (the "**User**", "**you**" or "**your**") do not agree to any terms or conditions of this Agreement, you must immediately cease using the MT5 Services.

1.5. Your access and use of the MT5 Services, constitute your acceptance of and agreement to be bound by the terms and conditions of this Agreement, together with the Terms of Service and Privacy Policy, which may be amended from time to time by us (in relation to the Agreement) or by Bybit Technology Limited (in relation to the Terms of Service and Privacy Policy), as the case may be.

1.6. Unless otherwise defined or the context otherwise requires, all capitalised terms shall have the meaning given to them in this Agreement:

- (a) "**Bybit Account**" has the meaning assigned to it in Clause 2.3.
- (b) "**CFD**" means a contract for difference, (if selected) on leverage, between a buyer and a seller stating that the buyer will pay the seller the difference between the opening trade price and the closing trade price of a Referenced Asset without buying or owning the Referenced Asset themselves.

(c) **"Referenced Asset"** means the asset(s) referred to, either Digital Assets, foreign currencies, or commodities.

(d) **"Settlements"** means the consideration paid by either party to the other at the conclusion of a CFD. All CFD products are settled exclusively in USD regardless of the currency used for deposits or withdrawals.

(e) **"Digital Assets"** in this Agreement means Bitcoin, Ether, USDT or other crypto, digital assets or currencies.

(f) **"Governmental Authority"** means any nation or government or any province or state or any other political subdivision thereof, or any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

(g) "**Infra**" refers to Infra Capital Limited and Infra Capital LLC.

(h) **"Personal Information"** means the information supplied by a User from which the identity of such User may be directly or indirectly ascertained.

(i) **"Platform"** means the Site, including any associated application program or mobile applications.

(j) **"Service Notifications"** means the one-way notifications from the Company (which may include security-related notifications) via text message or emails and, where applicable, push notifications through the Site. These notifications are sent to the User in respect of certain information or events relating to the MT5 Services.

(k) **"Site"** means bybit.com, as operated by Bybit Technology Limited.

(l) **"Third Party Account"** means a separate financial services account that a User establishes with a Third-Party Services Provider to conduct transactions.

(m) **"Third-Party Services Provider"** means any third party that offers a trading, fiat-crypto exchange or other financial services account that can be registered and accessed through the Platform.

(n) **"Third-Party Services Provider Terms"** means terms and conditions and policies established by Third-Party Services Provider for a Third-Party Account.

(o) "**USD**" or "US$" means United States Dollars, the legal currency of the United States of America.

2. Account

2.1. In order to use the services on the MT5 Platform, you must create a separate MT5 account (the "**MT5 Account**"). The MT5 Account will be used to record USDT transferred by you into your Bybit Account and conduct transactions on the MT5 Platform. The MT5 Account may be registered by any individual who is over eighteen (18) years old or an institution by its duly authorized representatives, provided such individual and institution have read and understand the Risk Disclosure Statements, which is incorporated by reference into, and shall be a part of this Agreement. Each User shall only register one MT5 Account on the MT5 Platform. Registration of multiple MT5 Accounts would be a violation of this Agreement and may lead to immediate termination of the MT5 Account involved.

2.2. The MT5 Account is not a bank account and does not hold any Digital Assets. Any balances displayed in the MT5 Account are solely a representation and record of the equivalent Digital Assets you have deposited into your Bybit Account, and not an actual holding of those assets within the MT5 Account. The Platform may, for operational and financial reporting purposes, reflect certain Digital Asset balances using internal, fiat-referenced units such as USDx. USDx is a non-transferable, non-tokenised unit of account used solely within the Platform to represent the USD-equivalent of specific stablecoin holdings (e.g., USDT). Except as otherwise permitted by the Company, no interest will be paid on any funds reflected in your MT5 Account or Bybit Account, and any Digital Assets that are directly held by us for your benefit remain with your Bybit Account and are not insured by any Governmental Authority.

2.3. Users acknowledge that:

(a) USDx does not represent a separate asset or currency, it is an account metric;

(b) It always represents USDT at a 1:1 rate within the platform;
(c) It is not a token and cannot be transferred on-chain or withdrawn directly; and
(d) It serves as an internal accounting reference to aid in usability, reconciliation, and regulatory compliance.

By using TradFi, you consent to USDx being applied to your balance for display and accounting purposes.

2.4. For the avoidance of doubt, the Parties acknowledge and agree that:

(e) Infra shall be the contracting party and regulated entity in respect of the CFD services provided via the platform.
(f) Bybit acts solely as an infrastructure service provider to Infra for onboarding facilitation, user interface execution, ledger support, sub-custody of client funds, and fiat conversion services under this Agreement.
(g) Bybit does not provide investment advice, execution services, or custody to clients in or from Mauritius or on behalf of Infra.
(h) Bybit does not conduct services in or from Mauritius; it is incorporated in and carries on business in or from Seychelles.
(i) Any separate relationship between a client and Bybit, including but not limited to the provision of custodial, wallet, or trading services by Bybit under separate terms and conditions, shall be deemed independent and unrelated to the services provided under this Agreement.
(j) Infra and Bybit shall not be deemed to jointly offer services to any client, and no shared or joint client relationship shall arise from any overlap of users unless separately and expressly documented.

2.5. You may fund the MT5 Account by transferring USDT to your account on the Platform opened with Bybit ("**Bybit Account**"). This transfer does not involve the actual custody of Digital Assets within the MT5 Account, but merely updates the representation of your available balance for trading purposes. No fees are charged by the Platform for funding the MT5 Account. If the Company becomes insolvent, your Digital Assets (including StableX) may be subject to insolvency proceedings and are not protected by external guarantees.

3. Trading using the MT5 Services

3.1. The MT5 Platform is a marketplace that allows you to trade in CFDs with other Users. The MT5 Platform simply matches purchase and sale orders put forth by Users and assists Users with carrying out their intent as expressed via the orders. Except as expressly specified otherwise in this Agreement, neither the Company nor the Platform is acting as a principal in or as other participants in those transactions. Neither the Company nor the Platform is responsible for any disputes among or between Users regarding any transaction.

3.2. This also means that when you withdraw Digital Assets as the Referenced Asset, you are asking the Bybit Account to convert your Settlements into the Reference Asset. For the avoidance of doubt, settlements for all CFDs are calculated and effected in USD, regardless of the deposit or withdrawal currency. While deposits and withdrawals are made in USDT, the exchange between USDT and USD will occur automatically for the purpose of calculating and executing Settlements in fiat currency.

3.2A. You acknowledge and agree that all CFD Settlements are denominated and executed in USD. Although deposits and withdrawals may be made in USDT, the Platform will handle all necessary currency conversions automatically to facilitate settlement. You accept any exchange rate applied at the time of conversion and you acknowledge and assume any associated exchange risk, including market fluctuations or slippage.

3.3. Matching of orders are automatically paired by the MT5 Platform through third party liquidity providers, and the MT5 Platform will notify the respective Users that the order has been executed. Once a match is made, the order is executed and cleared instantaneously. YOU SHOULD ONLY PLACE AN ORDER IF YOU FULLY INTEND TO COMPLETE THE TRANSACTION. You have the right to stop a preauthorized order by initiating procedures through your MT5 Account to effectuate closure of such open order.

3.4. You acknowledge that it may not be possible in all circumstances for you to cancel or modify an order, even before the order is matched or executed. We accept no responsibility for ensuring that an order is modified or cancelled, and you understand and agree that, if the order cannot be cancelled or modified, you are bound by any execution of the original order. You further acknowledge that attempts to modify or cancel and replace an order may result in over-execution or the execution of duplicate orders, and you shall be responsible for all such executions.

3.5. You shall be deemed to have given orders through the MT5 Platform when we acknowledge such orders through the MT5 Platform or by such other means as we may determine (whether or not you actually receive or become aware of such acknowledgment). You understand that the MT5 Platform provides the ability to show the real-time status of all of your open orders and pending instructions. You further understand that it is your responsibility to monitor your open orders and pending instructions in real-time until the MT5 Platform acknowledges the full execution, cancellation or rejection of the orders or instructions and that we assume no responsibility or liability if you fail to do so. In the event that you fail to immediately notify us of any error in the real-time acknowledgment of the status of any of your open orders or pending instructions, including the MT5 Platform's failure to promptly acknowledge the receipt of an order after you transmit such order, we reserve the right to exercise in good faith discretion to require you to accept the trade or to remove the trade from your MT5 Account at your sole benefit or loss. We may, in some cases, and at our sole discretion, require secondary electronic, verbal, written or other confirmation before acting if your MT5 Account activity is outside of its normal range of activities.

3.6. Your orders shall be subject to trading limits that we may establish, revise and communicate to you from time to time.

3.7. Subject to Section 3.14, once an order has been executed, the transaction may not be reversible.

3.8. You acknowledge that, due to technical and other restrictions, the price of the Referenced Assets displayed on the MT5 Platform may be delayed and therefore not reflect the current, live market value of such Referenced Assets. Nonetheless, you agree that the prices displayed on the MT5 Platform control the value of your MT5 Account and your use of the MT5 Platform.

3.9. You acknowledge and agree that we cannot and do not warrant or guarantee that any order placed through the MT5 Platform will be executed at the best posted price.

3.10. You understand, agree, and acknowledge that it is your responsibility to meet the margin requirements and ensure sufficient margins for all the positions in the MT5 Account at all times.

3.11. You understand, agree, and acknowledge that it is your responsibility to deposit additional margin and ensure that the funds in the MT5 Account are sufficient to meet the margin requirements for any open positions at all times, regardless of whether the Company or the MT5 Platform is to communicate with you regarding any outstanding margin obligations.

3.12. You understand, agree, and acknowledge that if you fail to maintain the margin requirements for any open positions, we have the right in our sole discretion but not the obligation to initiate a compulsory stop-out of any or all positions when the MT5 Account balance reaches or falls below the stop-out level. Notwithstanding the foregoing, the Company is strictly under no obligation to close out or liquidate any positions or take any action in respect of any of your positions if you fail to maintain the margin required in relation to your positions.

3.13. You further acknowledge and agree that:

(a) any losses resulting from the compulsory stop-out or liquidation of any open positions are your responsibility and shall be borne by you; and

(b) we shall not be liable for any losses resulting from the compulsory stop-out or liquidation should we exercise any or all of our rights under this Agreement.

3.14. Absent mutual consent of parties involved, we reserve the right to cancel or nullify transactions in the event that:

(a) the transaction resulted from an identifiable interruption or malfunction of execution, settlement or communication system;

(b) the transaction that we, in our sole discretion, believe to be fraudulent, manipulative or disruptive to other Users or the MT5 Platform;

(c) the transaction was executed by any MT5 Account that has been hacked by unauthorized users and we determine in good faith that cancellation of the trades shall be in the best interest of Users or the MT5 Platform;

(d) the transactions were executed by arbitrage/exploitation of market failures or off market rates;

(e) a technical problem withheld the transaction from being executed as desired;

(f) a liquidity provider has cancelled or altered the transaction;

(g) the transaction was partially executed with the liquidity provider; or

(h) we believe, in our sole discretion, that your MT5 Account, transactions or trading activities therein violate this Agreement.

4. Fees

4.1. There is no charge to download the MT5 App and register as a User, but we may charge for certain in-app purchases and other features as we may specify from time to time.

4.2. In exchange for access to the MT5 Platform and the MT5 Services, you agree to pay a fee on each settled transaction initiated by you (such fee, a "**Transaction Fee**"). The current Transaction Fee may be found on the Site after you log into your MT5 Account. We reserve the right to change, modify or increase the Transaction Fee at any time and from time to time. Any such changes, modifications or increases will be effective upon posting such changes, modifications or increases on the Site. If you do not agree to the posted changes, modifications, or increases, you should stop using the MT5 Account as provided herein. Your continued use of the MT5 Account following the posting of the modified Transaction Fee as posted on the Site will constitute the acceptance of all such changes or revisions.

4.3. Transaction Fees are paid by the trading parties in any given transaction. The trading parties will each be charged a fee in USDT or other currencies from time to time approved by us.

4.4. If you believe that you have been erroneously charged a Transaction Fee, you shall notify us immediately of such error, along with any additional information concerning the transaction. If you do not raise any question or objection within thirty (30) days after such alleged erroneous Transaction Fee first appears on any MT5 Account statement, such fee will be deemed acceptable by you for all purposes.

5. User Access Obligations

5.1. Bybit Technology Limited will issue a set of unique user identification, password, personal identification number, token and any other information or device ("**User Credentials**") to each User that is registered to use the Site and associated application program or mobile applications. To access the MT5 Services, each User will have a separate set of unique User Credentials for the MT5 Account created pursuant to Section 2.1.

5.2. Each User shall:

(a) keep their User Credentials strictly confidential and not share them with any other person for any purpose including, but not limited to, initiating or executing any payment transaction involving the MT5 Account. Further, the User shall not disclose his/her User Credentials in a recognizable way to third parties on any device (for example, by writing down or recording the User Credentials without disguising them);

(b) take all reasonable efforts to secure all records relating to his/her User Credentials, including, but not limited to, keeping such records in a secure or physical location accessible or known only to the User and keeping such records in a place where the records are unlikely to be accessed by a third party;

(c) take all reasonable measures to follow security instructions provided by us and otherwise protect the security, prevent tampering or use by any other person of the User Credentials, Site or Platform, including those security measures prescribed in the Privacy Policy;

(d) notify us immediately through any channel prescribed by us in the event:

  (i) of loss of your User Credentials;

  (ii) of your User Credentials having been disclosed to third parties or otherwise compromised;

  (iii) that you reasonably suspect any unauthorized use of your User Credentials; and

(e) create strong passwords (for example, using a mixture of letters, numbers and special characters, and not using easily accessible personal information) and strong PINs (for example, by not using numbers that are consecutive or basing the PIN on the User's contract ID, birth date, telephone number, identification number, or any other easily accessible personal information).

5.3. Where the MT5 Platform is accessed by correct entry of User Credentials or through the App, the relevant User shall be deemed to have accessed the MT5 Platform. You shall be responsible and liable for all actions through such access by an Authorized Individual (defined below) authorized to access the Platform on your behalf. The Company shall not be obliged in any manner to investigate or take any other step to verify the identity of any User or Authorized Individual. The Company shall not be liable for any loss that you may incur as a result of someone else using your User Credentials or MT5 Account, either with or without your knowledge. Upon receipt of notification under Section 5.2(d), the Company shall suspend your MT5 Account and block your access to the MT5 Platform or the Site as soon as reasonably practicable.

5.4. Each User shall secure all of their devices or systems used to access the MT5 Platform (for example, the App), including, without limitation, installing and regularly updating browsers, security patches, antivirus, anti-malware and other relevant software in the devices or systems. Each User shall also comply with all instructions, procedures and directions relating to the MT5 Platform and User Credentials as notified by the Company from time to time, including, but not limited to, the risk management and other measures notified at the Platform login page.

6. Prohibited Uses

6.1. You shall use the MT5 Platform solely in compliance with this Agreement, solely for your own MT5 Account or your internal business purposes. You shall not sell, lease or otherwise provide access to the MT5 Platform to any third party, nor act as a service bureau or otherwise use the MT5 Platform on behalf of any third party.

6.2 You shall not use the MT5 Platform in any way, provide any information or content, or engage in any conduct in using the MT5 Platform that:

(a) is unlawful, illegal or unauthorized;
(b) is defamatory of any other person;
(c) is obscene, sexually explicit or offensive;
(d) advertises or promotes any other product or business;
(e) is likely to harass, upset, embarrass, alarm or annoy any other person;
(f) is likely to disrupt the MT5 Platform in any way; or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
(g) infringes any copyright, trademark, trade secret, or other proprietary right of any other person;
(h) restricts or inhibits any other person from using the MT5 Platform, including, without limitation, by means of “hacking” or defacing any portion of the MT5 Platform;
(i) disables, damages or alters the functioning or appearance of the MT5 Platform;
(j) “frames” or “mirrors” any part of the MT5 Platform without our prior written authorization;
(k) uses any robot, spider, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, “data mine”, “scrape”, “harvest” or in any way reproduce or circumvent the navigational structure or presentation of the MT5 Platform or its contents;
(l) harvests or collects information about other Users without their express consent;
(m) sends unsolicited or unauthorized advertisements, spam, or chain letter to other Users of the MT5 Platform;
(n) except as otherwise permitted by the Company in writing, open multiple accounts except as otherwise explicitly permitted by the MT5 Platform;
(o) conduct frequent, intensive trading with or without software or trading tools that are unauthorized by the MT5 Platform;
(p) transmits any content which contains software viruses, or other harmful computer code, files or programs; or
(q) advocates, promotes or assists any violence or any unlawful act.

6.3. You understand and agree that the information and services provided by the Company are not provided to, and may not be used by, any individual or institution in any jurisdiction where the provision or use thereof would be contrary to any applicable law, or where we are not authorized to provide such MT5 Services or information and services. We do not offer services or products to Users in a few excluded jurisdictions including the United States, the Chinese Mainland, Hong Kong, Singapore, Canada, France, the United Kingdom, North Korea, Cuba, Iran, Uzbekistan, Russian-controlled regions of Ukraine (currently including the Crimea, Donetsk, and Luhansk regions), Sevastopol, Sudan, Syria, or any other jurisdictions in which we may determine from time to time to terminate the services at our sole discretion (the “**Excluded Jurisdictions**”). You should inform us immediately if you become a resident in any of the Excluded Jurisdictions. You understand and acknowledge that if it is determined that you have given false representations of your location or place of residence, we reserve the right to take any appropriate actions with compliance to the local jurisdiction, including termination of any MT5 Account immediately and liquidating any open positions. We also do not offer services to persons or entities on the U.S. Treasury Department’s List of Specially Designated Nationals or Blocked Persons, the EU’s Consolidated Financial Sanctions List or the U.K. Sanctions List, or other lists that we may add from time to time in our sole discretion, or any entity that is owned or controlled (fifty percent (50%) or greater) by a person or entity on such lists (hereinafter "**Prohibited Parties**"), or offer services that involve or otherwise benefit Prohibited Parties. You understand that we reserve the right to take any appropriate actions in compliance with this restriction or in compliance with the law of a relevant jurisdiction, including termination of any MT5 Account immediately and liquidating any open positions.

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

7. Authorized Individuals

7.1. Each User and any person that is authorized to access and use the Site (including the App) and Platform on behalf of a User ("**Authorized Individual**") acknowledges that they have received and accepted this Agreement. When applying for any Authorized Individual to receive access to the MT5 Platform and an MT5 Account on their behalf, the User acknowledges and represents that the Authorized Individual is duly authorized to (i) access and use the MT5 Platform on the User's behalf and, if applicable, to exercise the same powers conferred by the User upon the Authorized Individual in accordance with any underlying power of attorney to the same extent as is technically feasible and that services offered under the MT5 Platform are analogous to services that the User may utilize through other channels; (ii) accept any changes to this Agreement on the User's behalf; and (iii) apply or subscribe to any of the MT5 Platform services that require separate application or subscription.

7.2. Each User shall procure that each Authorized Individual acting on their behalf is informed of and agrees to and complies with this Agreement and, as applicable, the Third-Party Services Provider Terms. You shall be fully liable for all acts or omissions or non-compliance of your designated Authorized Individual in the access and use of the Platform and any transactions conducted through your MT5 Account.

7.3. Each User fully indemnifies the Company, and its affiliated subsidiaries and affiliates, officer, directors, employees, agents and representatives against any liabilities, costs, claims, losses, expenses (including but not limited to legal fees) and damages arising out of or relating to (i) a breach of this Agreement by their Authorized Individual; and (ii) any claim or action by their Authorized Individual against the Company.

7.4. You represent, undertake and confirm that the you have procured the consent of your Authorized Individuals to the collection, use, transfer, disclosure and processing of the Personal Information of such Authorized Individuals in accordance with this Agreement, the Terms of Service and the Privacy Policy.

8. Provision of Material and Information

8.1. By choosing to use the MT5 Services, each User acknowledges that:

(a) the Company is NOT under any obligation whatsoever to accede to the User's request to provide any offering material, term sheet, market data, research report, product or service documentation or any other information ("**Material**") on any products and/or services; and

(b) any Material, where provided, was provided for the User only and is not to be further distributed without the written consent of the Company.

8.2. You acknowledge that neither the Company nor the MT5 Platform is your investment adviser or fiduciary. You further acknowledge that none of the Materials we provide or made available in the MT5 Services constitutes our recommendation or solicitation that you enter into any particular transaction or that any particular transaction is suitable or appropriate for you.

8.3. You acknowledge that we have no duty or obligation to verify, correct, complete or update any Material displayed on the MT5 Platform. Materials, including without limitation, market data, price quotations, news and research, may be prepared by information providers that are independent of us. We do not warrant that the Material will be accurate, complete or refreshed in a timely manner. You should conduct further research and analysis or consult an investment advisor before making investment decisions. Any use of or reliance on materials by you is at your own risk. We are not obligated to inform you of technical difficulties experienced by us concerning access to the Platform or MT5 Platform.

8.4. Information regarding your Digital Assets balance and the status of the MT5 Account is available to you in electronic format for viewing anytime (subject to down times) on the MT5 Platform. You may review online all transactions, including pending orders, positions, deposits and withdrawals, that have taken place in the previous one (1) year or such other time as we may determine from time to time. You also have the right to receive a receipt, trade ticket or other evidence of a transaction. Nothing in the transaction history should be treated as a valuation. You acknowledge that errors may sometimes occur and such errors do not impact the actual means and results of a given transaction. Any transaction listed in the statement or other communication with you shall be deemed and treated as authorized and correct, approved, and confirmed by you unless we receive a written notice from you to the contrary within three (3) calendar days from the date the communication was sent or posted on the MT5 Platform.

8.5. The content and information displayed through the MT5 Platform relating to products and services may not be eligible for sale or available to residents of certain nations or certain categories of investors due to regulatory restrictions.

9. Service and Other Notifications

9.1. The use of Service Notifications involves communications through unsecured communications networks. You shall provide us with complete and accurate email address(es) or phone number(s) to allow us to send Service Notifications to you. To ensure that you receive all of the communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes. Delivery of any communication to the email address on record is considered valid. If any email communication is returned as undeliverable, we retain the right to block your access to the MT5 Platform until you provide and confirm a new and valid email address. Where you have provided multiple email address(es) and phone number(s) to us, you shall specify your preferred contact details for receiving Service Notifications. Where your account is a joint account, you shall inform us whether Service Notifications should be sent to a specific account holder or to all of them.

9.2. You agree to accept notifications regarding the MT5 Platform, your MT5 Account and this Agreement through Service Notifications. You agree that such Service Notifications shall constitute effective notice in lieu of written, mailed or other forms of notice required by applicable law.

9.3. It is your sole responsibility to monitor the applicable email account or phone number without further reminders or repeat notifications from us. You shall immediately report any unauthorized use or access of the MT5 Platform.

9.4. You release us from any liability for losses or damages resulting from the use of the Service Notifications, to the extent permitted by law. We provide no warranty and accept no liability that the information provided through Service Notifications is up-to-date, correct or complete.

10. Market Makers

10.1. We may engage one or more market makers, who may also be affiliated with us, to act as liquidity providers on the MT5 Platform. You understand and agree that such market makers may be entitled to terms or rates that are preferential to you due to the services they offer.

11. Disclaimer and Risks of Use of Platform

11.1. The MT5 Platform, including all content (including Third-Party Content), features and any related services are provided on an “As Is” and “As Available” basis at the User’s sole risk and without any representations or warranties. We do not guarantee that all or any part of the MT5 Platform or the MT5 Platform on the MT5 App will be available or accessible by the User at all times.

11.2. The use of the MT5 Platform, due to the download, installation or use of the Site and the associated reference points with third parties (for example, distribution platform providers, network providers, device manufacturers) involves risks, in particular:

(a) disclosure of your Personal Information or other information and the existence of your relationship with the Third-Party Services Provider to third parties;

(b) system outages, security-related restrictions and unauthorized removal of use restrictions on the end device, and other disturbances which may make use impossible; and

(c) misuse due to manipulation by malware or unauthorized use, including in the event the User’s device used to access the Site, the Platform, or the MT5 Platform is lost or stolen.

In addition, you have received, read and understood any Risk Disclosure Statements and are fully aware of the potential risks associated with the access to or use of the MT5 Platform and conduct of trading using the MT5 Account.

11.3. We are entitled to block or disable the use of the MT5 Platform on end devices if the security features devised by the operating system or manufacturer of such device on which the MT5 Platform is installed have been modified at any time (for example, a device that has been “jailbroken”). Accordingly, we do not guarantee the functioning and operation of the MT5 App on end devices which have been modified in this way or on older end devices that no longer meet the technical requirements for the use of or access to the Site, the Platform, or the MT5 Platform.

11.4. ALL WARRANTIES, CONDITIONS OR TERMS (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) INCLUDING WITHOUT LIMITATION RELATING TO QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE, OR UNINTERRUPTED, ERROR-FREE ACCESS ARE EXPRESSLY EXCLUDED FOR THE SITE, THE PLATFORM, AND THE MT5 PLATFORM TO THE FULLEST EXTENT PERMITTED BY LAW.

11.5. No representation or warranty, express or implied, can be given as to the accuracy or completeness of the information provided on the MT5 Platform.

11.6. Each User acknowledges and accepts the risks that may arise from internet transactions conducted via open systems accessible to anyone and acknowledges that despite the encryption of data, the connection from the User’s personal computer or electronic mobile device to the MT5 Platform over the internet may be observable. We may also use servers and other computer hardware situated in any jurisdiction worldwide for the provision of any portion of the MT5 Services.

11.7. We exclude any and all liability for loss or damage caused by transmission errors, technical faults, breakdowns, business interruptions or illegal interventions into transmission networks, IT systems/computers of the User or of any third party (including systems in the public domain).

12. Intellectual Property

12.1. All title, ownership rights and intellectual property rights in or relating to the Site and the Platform, will remain with Bybit Technology Limited or its licensors. Nothing on the Platform or the MT5 Platform will be construed as conferring on any User any license, save as expressly set out herein, of any of Bybit Technology Limited's or any third party's title, ownership rights and/or intellectual property rights, whether by estoppel, implication or otherwise.

12.2. The MT5 Platform may provide you access to content, information, quote, videos, photos or other materials (the "**Third-Party Content**") supplied by certain third parties (the "**Third-Party Content Providers**"). We do not endorse or recommend, and are not responsible for verifying the accuracy, validity or completeness of any Third-Party Content provided through the MT5 Platform. Your use or reliance on such Third-Party Content is at your sole risk. All title, ownership rights and intellectual property rights in or relating to the Third-Party Content will remain with the applicable Third-Party Content Provider. Nothing on the MT5 Platform will be construed as conferring on any User any license, save as expressly set out herein, of any Third-Party Content Provider's title, ownership rights and/or intellectual property rights, whether by estoppel, implication or otherwise.

12.3. Provided you are in compliance with this Agreement, you can download and access the Site on a single mobile device and access the MT5 Platform using properly issued User Credentials. All other rights in the MT5 Platform are reserved by the Company. In the event of your breach of this Agreement, we will be entitled to terminate your use and access to the MT5 Platform immediately.

12.4. You agree not to:

(a) modify, adapt, reproduce, translate or create derivative works of the MT5 Platform, or any data or content (including the Third-Party Content) provided through the MT5 Platform, or any portion thereof, or attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the MT5 Platform;

(b) remove any copyright notice, trademark, legend, logo or product identification from the MT5 Platform;

(c) edit, modify, filter, truncate or change the order of the information contained in any part of the MT5 Platform, or remove, obscure, or minimize any part of the MT5 Platform in any way without authorization of the Company; or

(d) make any commercial use of the MT5 Platform or the Bybit Technology Limited's logo, trademark or brand name in any way.

12.5. Each User authorizes the Company to use and/or transfer to its associated company, any information or content provided by the User or processed in connection with the use of the MT5 Services (e.g. Personal Information, geographic information, device information) in the context and for the purpose of providing services or products on the MT5 Platform and the secure use of the MT5 Platform.

13. Release

13.1. To the maximum extent permitted by applicable law, you hereby discharge, acquit, and otherwise release us, our parent company, affiliates and subsidiaries and each of their respective officers, directors, shareholders, members, partners, attorneys, employees, independent contractors, telecommunication providers, and agents (collectively, the "**Indemnified Parties**"), from any and all allegations, counts, charges, debts, causes of action, claims and losses, relating in any way to the use of, or activities relating to the use of the MT5 Services, the MT5 Platform, any MT5 Account and any services or Third-Party Content provided through the Site, MT5 Platform or associated application program or mobile applications, including, but not limited to, claims relating to the following: negligence, gross negligence, intentional interference with contract or advantageous business relationship, defamation, privacy, publicity, misrepresentation, false identities, fraudulent acts by others, invasion of privacy, release of Personal Information, failed transactions, purchases or functionality of the MT5 Platform, unavailability of the Site, the MT5 Platform, Third-Party Content or any MT5 Account, their functions and any other technical failure that may result in inaccessibility to the Site, the MT5 Platform, Third-Party Content or any MT5 Account, or any claim based on vicarious liability for torts committed by you encountered or transacted with through the Site, MT5 Platform, Third-Party Content and any MT5 Account, including, but not limited to, fraud, computer hacking, theft or misuse of Personal Information, assault, battery, stalking, rape, cheating, perjury, manslaughter, or murder. The above list is intended to be illustrative only, and not exhaustive of the types or categories of claims released by us. This release is intended by the parties to be interpreted broadly in favor of us, and thus any ambiguity shall be interpreted in a manner providing release of the broadest claims. This release is intended to be a full release of claims, and the parties acknowledge the legally binding nature of this provision, and the nature of the rights given up in connection therewith.

14. Indemnification and Limitation of Liability

14.1. To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Indemnified Parties, from and against any and all claims (including third-party claims), actions, loss, liabilities, expenses, costs, or demands, including, without limitation, legal and accounting fees, directly or indirectly, resulting from or by reason of (i) your (or if you are under another person's authority, including, without limitation, Governmental Authorities, such other person's) use, misuse, or inability to use the Site, the MT5 Platform, any MT5 Account, or any of the content, including Third-Party Content contained therein or any content or information that you provided to the MT5 Platform; or (ii) your breach of this these Terms or the Third-Party Services Provider Terms, including those documents that are expressly incorporated into these Terms or the Third-Party Services Provider Terms by reference and form a part of these Terms or the Third-Party Services Provider Terms.

14.2. We shall notify you by email, mail, or other appropriate means, of any such claim or suit, and reasonably cooperate (at your expense) in the defense of such claim or suit. We reserve the right to participate in the defense of such claim or choose our own legal counsel, but are not obligated to do so.

14.3. UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LAW (TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE), SHALL WE OR ANY OF THE INDEMNITEES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES ARISING FROM THE USE OR MISUSE OF, OR INABILITY TO USE, THE PLATFORM, THE SITE, THE MT5 PLATFORM, THIRD-PARTY CONTENT OR ANY MT5 ACCOUNT, REGARDLESS OF WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR TRADING LOSSES, LOSS OF INFORMATION, BUSINESS INTERRUPTION OR LOST PROFITS, LOST SAVINGS, OR LOSS OF DATA, OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE SITE, THE PLATFORM, THE MT5 PLATFORM, THIRD-PARTY CONTENT OR ANY MT5 ACCOUNT OR FOR ANY CLAIM OR DEMAND BY ANY THIRD PARTY, EVEN IF WE KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, CLAIM OR DEMAND IF THE FOREGOING DISCLAIMER AND WAIVER OF LIABILITY SHOULD BE DEEMED INVALID OR INEFFECTIVE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND/OR LIABILITIES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

14.4. IN NO EVENT SHALL OUR LIABILITY, REGARDLESS OF THE FORM OF ACTION AND DAMAGES SUFFERED BY YOU, EXCEED THE HIGHEST AGGREGATE FEES PAID BY YOU TO US IN

CONNECTION WITH THE MT5 PLATFORM, OR TEN THOUSAND U.S. DOLLARS (US$10,000), WHICHEVER IS GREATER.

14.5. We will not be liable for our failure to perform any obligations under this Agreement due to events beyond our control, and the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond our control include, without limitation, acts of God, war, riot, arson, embargoes, civil commotion, strikes, labor disputes, equipment failures, bank failures, virtual currency market collapse or fluctuations, credit or debit card transaction processing failures, strikes, fire, flood, earthquake, hurricanes, tropical storms or other natural disaster or casualty, shortages of labor or material, shortage of transportation, facilities, fuel, energy, government regulation or restriction, acts of civil or military authority or terrorism, fiber cuts, weather conditions, breaches or failures to perform by third parties, technical problems, including hardware and software crashes and other malfunctions, failure of the telecommunications or information services infrastructure, hacking, spam or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone service outages, power outage, internet disruptions, viruses, and mechanical, power or communications failures.

15. Suspension or Termination in Whole or in Part

15.1. Access to the MT5 Platform may be suspended or terminated in whole or in part at any time either by the User or by us in accordance with this Agreement. In addition, we reserve the right at our sole discretion to suspend or terminate immediately and without notice any User's access to or use of the MT5 Platform if they violate any provision of this Agreement or otherwise according to Section 15.2. Your access to the MT5 Platform will be automatically terminated upon termination of your MT5 Account. Sections 4-9, and 11-18 and any claims for breach of this Agreement shall survive such termination.

15.2. We may, at any time and at our sole discretion, limit, suspend or terminate, or issue a warning to you regarding, the MT5 Services, the MT5 Platform, the Platform, or the MT5 Account, including terminating the MT5 Account (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing Digital Assets), inter alia, if:

(a) we believe it is necessary or desirable to protect the security of the Bybit Account and/or the MT5 Account;

(b) if any transactions are made which we in our sole discretion deems to be:

  (i) made in breach of this Agreement or in breach of the security requirements of the Bybit Account and/or the MT5 Account; or

  (ii) suspicious, unauthorized or fraudulent, including without limitation in relation to money laundering, terrorism financing, fraud or other illegal activities;

(c) if we become aware or suspect that any Digital Assets or funds held in your the Bybit Account and/or MT5 Account may be associated with criminal proceeds or otherwise are not lawfully possessed by you;

(d) upon the insolvency, liquidation, winding up, bankruptcy, administration, receivership or dissolution of User, or where we reasonably consider that there is a threat of the same in relation to you;

(e) we are unable to verify or authenticate any information you provided;

(f) we believe, in our sole and absolute discretion, that your actions may cause legal liability for you, the Platform, the MT5 Platform, or other Users of the Platform or the MT5 Platform;

(g) we decide to cease operations or to otherwise discontinue any services or options provided by the Platform and/or the MT5 Platform, or parts thereof;

(h) there is a change in your circumstances (including a deterioration in or change to your financial position) which we consider, in our sole discretion, material to the continuation of the MT5 Account;

(i) we are directed as such by any Governmental Authority;

(j) we are otherwise required to do so by applicable law;

(k) there is a disruptive market event that triggers a trade halt; or

(l) we otherwise decide in our sole discretion that termination or suspension of the MT5 Services, the MT5 Account, the Platform or the Terms is necessary.

15.3. We have no obligation to inform you of the ground or basis for suspending, terminating or freezing your MT5 Account or any Digital Assets in your MT5 Account or other actions we take regarding the Site, the MT5 Account, the MT5 Platform, or the Platform.

15.4. Neither the Company, the Platform nor any third party acting on their behalf shall be liable to you for any suspension, limitation or termination of your MT5 Account or your access to any part of the MT5 Platform or the Platform in accordance with this Agreement.

15.5. You shall not attempt to regain access to the MT5 Platform or the Platform if your access is terminated by us, whether using the same or different username, without our prior written consent.

15.6. If there is any ongoing transaction on the MT5 Account that is subject to the termination procedures, the Company shall have the right to notify your counterparty of the proposed termination.

15.7. We maintain full custody of the assets, funds and user data/information which may be turned over to Governmental Authorities in the event of your MT5 Account's suspension or termination arising from fraud investigations, investigations of violation of law or violation of these Terms. We will not be liable to you, your Authorized Individuals and/or any third party for loss or damage suffered due to delay, transmission errors, technical faults or defects, breakdowns and illegal intrusion or intervention in the information provided and services offered, or any failures or delays in completing any orders or transactions using any MT5 Account. Similarly, we will not be liable for any loss or damage suffered due to delays, technical faults or interruptions in the availability of the Site, the MT5 Platform, the Platform, any Bybit Account, or any MT5 Account (including maintenance work required by our systems).

16. Records Conclusive

16.1. The calculation and records in the Company's system in relation to the MT5 Platform and any MT5 Account, including, but not limited to, the transaction history and balance on any of your MT5 Account, will be final and conclusive and be binding on each User for all purposes. Each User agrees that such records are admissible in evidence and further undertakes to waive any rights to challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were produced by or were the output of a computer system or are set out in electronic form.

17. General

17.1. This Agreement and other policies incorporated herein, constitute the entire and only agreement between you and the Company with respect to the subject matter of this Agreement, and supersede any and all prior or contemporaneous agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Agreement. If any provision in this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement may not be changed, waived or modified except by the Company as provided herein. Neither this Agreement nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sublicensable by you except with our prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. No waiver by any party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

17.2. The Company may, at its sole discretion and without prior notice to you, assign, transfer, novate, subcontract, or otherwise dispose of any or all of its rights, benefits, or obligations under these Terms, in whole or in part, to any third party, affiliate, or successor entity, including without limitation in connection with any corporate reorganization, merger, acquisition, divestiture, outsourcing arrangement, or other operational or legal purpose.

18. Governing Law and Dispute Resolution

18.1. These Terms shall be governed by the laws of Singapore.

18.2. Any dispute arising out of or in connection with this Agreement or the MT5 Services, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The seat of the arbitration shall be Singapore. Any award is final and may be enforced in any court of competent jurisdiction. The parties shall duly and punctually perform their obligations hereunder pending issuance of the arbitral award.

19. Contacting Us

19.1. You may contact the Company regarding this Agreement or the MT5 Services via this form.