

AI POLICY (USER)

Version: 1.0

Effective Date of entry into force: 05 January 2026

1. INTRODUCTION AND ACCEPTANCE OF THESE TERMS

- a. This Binance user AI policy (this “**AI Policy**”) shall apply to your use of the Binance AI (defined below) available on the Binance Platform, along with any associated software applications and websites.
- b. All capitalised terms and references used in this AI Policy that are not defined herein shall have the meaning given to them in the [Binance Terms of Use](#) (as amended or supplemented from time-to-time, the “**Terms of Use**”).
- c. This AI Policy is supplemental to, forms part of, and should be read in conjunction with the [Terms of Use](#) and the [Privacy Notice](#). All terms and references used in this AI Policy that are not defined herein shall have the meaning given to them in the Terms of Use. This AI Policy constitutes “Product Terms” for the purposes of the Terms of Use, and references in the Terms of Use to the “Binance Services” shall include references to Binance AI. If there is any conflict between this AI Policy and the Terms of Use, this AI Policy shall prevail unless there is a conflict with respect to personal data processing, where the Privacy Notice shall prevail.. If there is any conflict between this AI Policy a specific Product Terms, the Product Terms shall prevail unless stated otherwise.
- d. This version of the AI Policy replaces all previous versions and any prior agreements relating to any Binance AI, including any earlier versions previously accepted or made available on the Binance Platform.
- e. Please read this AI Policy carefully before using any Binance AI. By accessing or using Binance AI, you confirm your acceptance of this AI Policy, the Terms of Use and each referenced Product Terms (as applicable). If you do not agree with any provision of this AI Policy, you should stop using Binance AI immediately.
- f. You hereby unconditionally and irrevocably confirm that you: (i) understand, accept and assume full responsibility for your use of an Binance AI together with any and all associated risks in respect of any transaction entered into or instruction given via Binance AI including, without limitation, the risks described in Annex A (*Risk Warnings (AI)*) below, and (ii) have carefully assessed whether, and determined that, the use of Binance AI is appropriate for you.
- g. You cannot make use of any Binance AI if you are prohibited from receiving our services under applicable laws.
- h. The ADGM Binance Entity providing the Convert Services is NEST TRADING LIMITED, an Authorised Person holding Financial Services Permission from the Financial Services Regulatory Authority of the Abu Dhabi Global Market, with registered address at Addax Tower, Office 4607, Al Reem Island, Abu Dhabi, UAE (hereinafter referred to as “**Binance**”, “**we**”, “**our**”, “**us**”).

2. **DEFINITIONS AND INTERPRETATION**

“AI” means artificial intelligence, which is based on computer systems using algorithms to learn, reason and improve functionality whilst performing various tasks.

“AI Inputs” means any and all information, data, materials, text, voice instructions, Prompts, images or other content that is inputted, uploaded, submitted or otherwise provided to or processed by or with the assistance of an AI Tool.

“AI Outputs” means any and all information, content, search results, analysis, sentiments, insights, summaries, plans, strategies, redirection or any other outcome or action generated by or with the assistance of an AI Tool.

“AI Tool” means any product, service, feature, process, logic, algorithm, agent, bot or a combination of these that uses AI, AI-assisted, machine learning, automated or semi-automated decision-making or a combination of these, that allow for AI Outputs and or AI Inputs.

“Applicable Law” has the meaning given to that term in the Terms of Use.

“Binance AI” means;

- a) AI Inputs and or AI Outputs provided by Binance and available through the Binance Platform and the Binance Services,
- b) AI Tools provided by Binance and made available through the Binance Platform and the Binance Services, and
- c) AI Tools used by Binance in the provisioning of Binance Platform and the Binance Services, including any use of AI in Binance’s processing, monitoring, and or optimization of its operations.

“Binance IP” has the meaning given to that term in the Terms of Use.

“Binance Services” has the meaning given to that term in the Terms of Use.

“Chat Service” has the meaning given to that term in the Terms of Use.

“Created IP” has the meaning given to that term in the Terms of Use.

“Binance Platform” has the meaning given to that term in the Terms of Use.

“Prompt” means an input, such as a question, command, statement, or other data like an image, code snippet, or similar reference point, that a user provides to AI to guide it in generating a specific response, output or action.

“Terms of Use” has the meaning given to it in the preamble to this AI Policy.

“User AI” means AI Inputs and or AI Outputs published, displayed, posted or otherwise shared by a user on or through the Binance Platform.

“User IP” has the meaning given to that term in the Terms of Use.

The rules of definitions and interpretation set out in the Terms of Use shall apply to this AI Policy, except that references to clauses are to clauses in this AI Policy, unless otherwise stated.

3. ELIGIBILITY

- a. This product is only available to certain users in certain countries. This product is not intended for users/countries to which restrictions/prohibitions apply.
- b. Binance reserves the right to adjust the eligibility requirements of this product from time-to-time, with or without notice, in its sole discretion.

4. TRANSLATIONS, LANGUAGE SUPPORT & LOCALISATION

- a. This document may be translated and made available in languages other than English. In the event of any inconsistency, misstatements, omissions, or errors between the English version and any translated version, the English version shall prevail.
- b. Binance AI may allow you to submit Prompts and receive AI Outputs in multiple languages, and may translate content between languages. Any such translation is generated automatically and may be inaccurate, incomplete, out of date, or misleading. You are responsible for verifying any translated content before relying on it.
- c. The availability of any language, translation, or localised content (whether in this AI Policy or via Binance AI) does not mean that Binance AI, the Binance Platform, or any Binance Service is targeted at, designed for, offered in, or compliant with the laws of any particular jurisdiction.

5. PURPOSE AND LIMITATIONS

- a. Binance AI is provided on an ‘as is’ and ‘when available’ basis to enhance a user's experience on the Binance Platform by providing support to users with processing information and or task execution, based on user Prompts. Users must avoid submitting personal data, including special category personal data, that is not necessary for the intended use of Binance Services. Binance AI may be used to interact with certain Binance Services to improve service efficiency and user competency. Binance AI may also be used by Binance in the conducting of its business operations and supporting or related activities, subject to our internal AI governance framework which ensures that AI technologies are used in an ethical, compliant, transparent and responsible manner.
- b. The Binance Platform and or certain Binance Service may allow users to make use, make available, demonstrate, or otherwise present User AI. Users who share or make use of User AI must use such AI transparently, in good faith, and always subject to Applicable Law as well as this AI Policy. All users must be careful when interacting with other users or user content on the Binance Platform as it may include AI that Binance is not aware of.
- c. Binance AI may enable data analysis, market insights, process automation, operational efficiencies, activity monitoring, advanced data processing, task identification, enhanced searches and other intelligent features. In expanding of the abovementioned capabilities, Binance AI is also used for research and development purposes, while it aims to:

- i. Assist Users in making more informed decisions related to cryptocurrency trading, investment, and portfolio management.
- ii. Improve the efficiency, accuracy, and accessibility of Binance's products and services.
- iii. Enable innovative features that leverage AI to support users' engagement with the Binance Platform.
- iv. Facilitate educational and informational support through AI-generated content and insights.

d. Binance AI is a support-type service, a supplementary tool supporting users' own judgment and decision-making processes. It is not designed to replace users' own professional financial, legal, or investment advice. Users must use Binance AI responsibly and in conjunction with their own research and risk assessment. You acknowledge and agree that all actions, including transactions, decisions, instructions and confirmations, are undertaken for your account, at your own risk and remain your sole responsibility. Where any AI Output produces any kind of advice, recommendation, suggestion, proposal, guidance, advocacy or any other direct or indirect direction, including any directing opinion or views, users must acknowledge that such outputs are specifically subject to the risk warnings set forth in Annex A (*Risk Warnings (AI)*) below.

Data Protection Roles for the purposes of Regulation EU 2106/679 ('GDPR'), Binance acts as an independent data controller with respect to the processing of personal data contained in user prompts, interaction metadata and AI Outputs, to the extent Binance determines the purposes and means of such processing, including for service provision, security, compliance and service improvement. Where Binance processes personal data solely on instructions of its users, Binance acts as a processor.

e. Where Binance AI offers search functionalities ("**AI Search**"), it enables users to retrieve publicly available information from the Binance website and or other third party websites. AI Search is designed to help users access Binance-related and or crypto-related information by generating relevant results based on user Prompts. Binance does not guarantee the accuracy, completeness or timeliness of any AI Output produced by AI Search. You should always refer to, review and assess the original source material before relying on any information provided by AI Search or any AI Output however it is provided.

f. Binance AI may be used in Chat Services or similar services. Respectable chat etiquette must be observed and maintained in all engagements through Chat Services which is subject to the Chat Services [Terms of Use](#).

g. Any information provided by Binance AI (including any AI Search results and discussions in Chat Services) is for general informational purposes only. It is not a substitute for advice from a qualified financial adviser or other professional. Binance does not provide financial, legal or investment advice, whether generally or via the Binance AI. Neither Binance, nor its affiliates or representatives make any representation, warranty or guarantee that: (i) the Binance AI is suitable for any user or any location, or (ii) the Binance AI as described in this AI Policy will always be available or appropriate for any user or location. You are responsible for reviewing and verifying all AI Output before confirming or acting upon them.

h. You should not base your investment decisions solely on any AI Output from Binance AI. Binance AI uses data from various sources, which may be incomplete, inaccurate, or out of date. Binance does not guarantee the accuracy or reliability of any AI Output. Before making any investment decisions,

you must carry out your own due diligence, using multiple sources of information. Binance does not act as your adviser or fiduciary. All analysis or AI Output is provided “as-is”, without any guarantee, and you are solely responsible for your investment or trading decisions, as set out in the disclaimer below which you acknowledge and agree to when making use of Binance AI.

i. Any information that you provide in connection with your use of Binance AI may be collected, processed, shared and stored by Binance to improve the functionality and further development of the Binance AI, Binance Services, Binance Platform and or the overall user experience. All personal data collected and processed by Binance, including in relation to the use of any Binance AI, is handled in accordance with Binance's [Privacy Notice](#) and Applicable Laws. Binance is committed to protecting users' privacy and ensuring that personal data is processed lawfully, fairly, and transparently. For the avoidance of doubt, by using Binance AI, users consent to the collection, use, storage, and processing of their personal data as described in the Privacy Policy and this AI Policy.

j. By using Binance AI users give all necessary consents and authorisations for Binance to access and process any user, Binance Account, history and any other information available to Binance.

k. The lawful bases relied upon include a) performance of a contract for core AI functionality, b) legitimate interests for security, logging and prevention of abuse, and c) consent where required, for the use of prompts or outputs for model training or for non - essential improvement purposes.

L. Personal data contained in Prompts, Outputs and interaction logs is retained only for as long as necessary for the purposes described, unless a longer retention period is required by law. Retention criteria are further described in the Privacy Notice.

6. PRODUCT AND SERVICE FACILITATION

a. Binance AI may assist you in accessing Binance Services whereby you are performing or attempting to perform Digital Assets transactions on or through the Binance Platform. Binance Services facilitated through Binance AI may be limited, subject to scope changes from time to time, and their availability subject to product or service various restrictions depending on a users' region and or jurisdiction, which may be updated at any time. In providing such assistance, Binance AI processes user prompts and interaction metadata which may include personal data within the meaning of applicable data privacy laws.

b. Where a Digital Asset transaction is subject to specific Product Terms related to the intended transaction, such Product Terms shall apply to such transaction. Users are to read and understand such Product Terms before requesting such product or service through Binance AI. Where a user makes a transaction request through a Prompt or any other instruction using Binance AI (“**Trade Request**”), such Trade Request may be irrevocable once submitted through Binance AI. Your submission of a Trade Request authorises Binance to lock the requisite amount of your Digital Assets or fiat currency that is to be processed until such time that the transaction is fully settled or the Trade Request is cancelled or rejected, in accordance with the relevant Product Terms. Binance may either accept or reject the Trade Request at its sole and absolute discretion. If a Trade Request is accepted by Binance, then that such transaction shall be settled in accordance with the relevant Product Terms.

c. Transactions facilitated through Binance AI can be subject to counterparty risk, including delays, disputes or non-performance by the counterparty. Binance is not a party to, or liable for losses, damages or disputes arising from counterparty or other third party dependent transactions initiated or assisted by yourself using Binance AI. This exclusion of liability does not affect Binance AI's obligations as a data controller or as a data processor under applicable data privacy laws.

d. Additional product and service risks may apply to Binance Services as set out in the applicable Product Terms, over and above the risks set out in this AI policy, our Terms of Use or Risk Warning.

e. The fulfilment of transactions facilitated through Binance AI which are subject to Product Terms, are also subject to users meeting any conditions applicable such as holding the corresponding balances in your relevant Binance Account you are electing to use, such as the Spot Wallet or your Funding Wallet etc.

f. You acknowledge that:

- i. Binance AI does not provide real-time market analysis or personalised advice on the suitability of any transaction.
- ii. You are responsible for providing, reviewing, and verifying in full all transaction details in a Trade Request.
- iii. Binance does not guarantee the accuracy, reliability or success of any transactions initiated or facilitated through Binance AI.

7. USER RESPONSIBILITIES

a. You must not use Binance AI to do (nor attempt to do) any of the following, which is not an exhaustive list:

- i. facilitating or promoting illegal activities or violations of Applicable Law;
- ii. processing confidential information for which you do not have appropriate permissions;
- iii. introducing viruses, trojans, worms, logic bombs or any other material which is malicious or technologically harmful (such as by way of a denial-of-service attack);
- iv. accessing any of Binance AI, or any server, computer or database connected to Binance AI (including access to any confidential information) for which you do not have appropriate permissions to access;
- v. accessing or creating harmful, offensive, discriminatory, or inappropriate content;
- vi. infringing upon the rights of others, including privacy and intellectual property rights;
- vii. creating or distributing bias, prejudicial, offensive, false, and or misleading information;
- viii. attempting to override or circumvent safety filters or intentionally drive Binance AI to act in a manner that contravenes this AI Policy or any other terms applying to your engagement with us;
- ix. generally, using Binance AI in a manner which could harm Binance's reputation;
- x. Prompt engineering in contravention of this AI policy;

- xi. modifying, reverse engineering, decompiling or disassembling Binance AI, or any part thereof, or modifying or removing any product markings or rights notices included in Binance AI;
- xii. misrepresenting the origin of any AI Output by claiming the AI Output is created by a human;
- xiii. concealment or false-disclosure of User AI where content is made available within Binance Platform or any other platform
- xiv. specifically, using Binance AI or AI in a way which:
 - a. may involve subliminal, deceptive, manipulative or exploitative techniques or purposes which could distort a person's behaviour or decision-making;
 - a. Counter Prompt engineering to reveal internal system instructions.
 - b. may exploit the vulnerabilities of an individual, e.g. on the basis of their age, disability or social / economic situation;
 - c. processes images from the internet or CCTV footage to create or expand a database for facial recognition purposes;
 - d. uses any form of biometric data to infer the emotions or intentions of individuals in a work setting (or an educational setting);
 - e. uses any form of biometric data to infer any of the following sensitive characteristics of individuals: race, political opinions, trade union membership, religious or philosophical beliefs, sex life or sexual orientation;
 - f. evaluates or classifies individuals on the basis of their personality or behavioural characteristics, leading to unfavourable treatment;
 - b. Contravenances any Applicable Laws;
 - g. predicts or assesses the risk of an individual committing a criminal offence based on their personal characteristics; or
 - h. is used to undertake real-time, remote biometric identification of individuals in public spaces for law enforcement purposes (e.g. identifying potential criminal suspects through public CCTV).

b. Users must always appropriately disclose the use of User AI where published, shared or otherwise presented on or through the Binance Platform.

c. If you become aware of any use of the Binance AI which may be prohibited by Applicable Law, is inappropriate, defamatory, or may infringe intellectual property rights, or if you believe any AI Output falls into these categories, please notify us by contacting Binance Customer Support via our Customer Support team at <https://www.binance.com/en/chat>.

d. Binance may review your interactions with Binance AI, including any AI Input that you provide. This review may be automated or manual (i.e. by an employee of Binance). Binance may use such review findings for insights and or taking appropriate actions against a user or a user's Binance Account.

8. INTELLECTUAL PROPERTY

a. **Licence of Binance IP:** Binance IP is licensed to you on the terms set out in the Terms of Use.

b. **Licence of User IP:** User IP is licensed to us on the terms set out in the Terms of Use. You hereby grant to us a perpetual, irrevocable, royalty-free worldwide, non-exclusive and sub-licensable licence to use, reproduce, modify User IP and any derivative works based on User IP, User Materials and any other user inputs to Binance AI to provide, use and/or improve any of our products, including but not limited to the training or fine-tuning of Binance AI and any other AI products or models and any Binance Services.

c. **Ownership of Outputs:** All Intellectual Property Rights in the outputs generated by Binance AI shall constitute Created IP.

d. While Binance seeks to make sure that Binance AI is secure, Binance does not actively monitor or check whether information supplied to it through Binance AI is confidential, commercially sensitive or valuable. Other than any personal information which will be dealt with in accordance with Binance's [Privacy Notice](#), Binance does not guarantee, and is under no obligation to ensure, that information supplied to it through Binance AI will be kept confidential and Binance may use such information on an unrestricted and free-of-charge basis as it reasonably sees fit.

9. MODIFICATION AND TERMINATION

a. Binance may update or amend this AI Policy at any time, in accordance with the Terms of Use. Please review this AI Policy regularly, including each time you use an Binance AI, to ensure you understand the current terms that apply.

b. If Binance determines that you have breached this AI Policy or any other applicable terms or policies, we may suspend or permanently disable your access to your Binance Account, Binance AI Tools, other Binance Services, or features.

10. FEES

No fees apply to the Use of Binance AI.

11. DISPUTES, GOVERNING LAW, JURISDICTION, ARBITRATION, AND LIABILITY

The clauses relating to Notice of claim - Negotiation, then Arbitration; Agreement to arbitrate; Governing law; and Class action waiver of the Terms of Use shall apply to any disputes or claims relating to, arising out of or in connection with this AI Policy, including your assent to this AI Policy.

To the maximum extent permitted by law, Binance and its affiliates shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from the use or inability to use Binance AI. This includes losses resulting from reliance on AI Outputs or any errors in AI-generated content. Users agree to indemnify and hold harmless Binance, its officers, employees, and agents from

any claims, damages, losses, liabilities, costs, or expenses arising out of or related to their use of Binance AI or violation of this AI Policy.

12. DISCLAIMER

a. Binance AI is made available on the sole premise that users are instructed to ‘do your own research’ (“**DYOR**”). Use of AI is a tool to enable users to DYOR.

b. Content generated by Binance AI has been used and or produced, and is provided on an “as is” and “as available” basis, without representation or warranty of any kind. Your use of this Binance AI is at your own risk. Binance does not endorse or guarantee any AI-generated content. Any AI-generated content should not be solely relied on for decision making. AI-generated content may include or reflect information, views and opinions of third parties unknown to Binance, which may also include errors, biases and or outdated information. AI-generated content does not constitute any kind of advice by Binance nor any other intermediary services. Binance AI may use third party AI tools or sources. Binance AI may respond to your requests, but without any guarantee that your request will be fulfilled satisfactorily or at all. Digital asset prices can be volatile. You are solely responsible for your investment decisions and Binance is not liable for any losses you may incur.

Annex A – Risk Warnings (AI)

1. *Accuracy Risks:* Binance AI uses algorithms and data models that may produce information which is incomplete, outdated or inaccurate. Binance does not guarantee the correctness or reliability of any AI Output. AI and machine learning are rapidly evolving fields of study. As such, AI Output may sometimes fail to accurately reflect real people, places, or facts. DYOR. Binance AI may be powered, in part or fully, by third-party technology. While Binance aims to provide relevant and unbiased responses, some AI Output may include content that is unreliable or offensive to some users.
2. *Volatility Risks:* Digital assets and markets are highly dynamic. As such, information provided by Binance AI may not reflect current market conditions or real-time data.
3. *Technical Risks:* Binance AI may experience interruptions, errors, delays, or malfunctions. This can result in incomplete or erroneous outputs.
4. *Regulatory Risks:* Access to and use of Binance AI may be restricted, modified or prohibited in certain jurisdictions under Applicable Law. The regulatory environment for digital assets and AI is constantly evolving, and new rules or regulations may affect the operation or ability of Binance AI.
5. *Product Suitability:* Any products or services prescribed, listed or described by Binance AI is not advice and may not be comprehensive or exhaustive. If you are unsure about any product or service, please seek guidance from independent professional advisers.
6. *Information Asymmetry:* Binance AI may not provide the same level of detail or analysis for every query. You should not rely solely on any AI Output when making decisions as it may contain inconsistencies even where the exact same Prompt is repeated. Prompts may be misinterpreted by AI resulting in inaccuracies and inconsistencies.
7. *No Guarantee of Outcome:* Using Binance AI does not guarantee successful trades, investments or other financial outcomes. You assume all risks associated with using and relying on Binance AI.
8. *Third Party Content:* If Binance AI provides links to third-party materials or websites, Binance is not responsible for their content. You access such materials or websites at your own risk, and any links are provided for convenience only, and do not imply any endorsement or recommendation by Binance. Where Binance uses or otherwise incorporates any third party AI in Binance AI, such AI is made available on the same terms and conditions as this AI Policy. User AI might not be identifiable or known to Binance, users are to inspect all user content and be aware that AI might have been used. All user content is considered to be third party content.
9. *Oversight Risks:* Binance AI is a multilayered network with dependencies, as a result it may not always be managed and monitored by consistent human oversight even though it is not fully autonomous or independent.

10. *No Advice:* Binance AI is made for informational support purposes only and does not constitute financial, professional or any other kind of advice. Binance is not liable for any losses resulting from reliance on AI-generated content. Always DYOR and consult a professional before making decisions.
11. *Hallucination and Simulation Risks:* Binance AI may generate inaccurate or simulated information, including generating synthetic data, predictions, hypotheses and other kinds of speculations. Users should verify AI Outputs independently, DYOR, and not rely solely on them for decision-making. Binance is not responsible for any consequences arising from AI-generated errors or simulations.
12. *Data Farming Risks:* By using Binance AI, you acknowledge that data you provide may be collected and used to improve AI models. Avoid sharing sensitive or personal information. Binance is not responsible for risks related to data collection and usage in AI training.
13. *Transaction Completion Risk:* By using Binance AI to complete a transaction for a particular Binance Services, a user's prompt or instruction may be considered a final transaction request for execution. Users are to exercise extreme caution in providing AI facilitated trade related instructions as such facilitated transactions may be irreversible, irrevocable, or non-executable. You are responsible for reviewing and verifying all transaction details before confirming any transaction.

This Annex A does not cover all possible risks relating to the use of Binance AI. Please consider these points as an overview of some key risks associated with accessing or using Binance AI. For more information, see our Terms of Use and Risk Warning.