AI POLICY AND TERMS (USER)

Version: 2.1

Effective Date of entry into force: 25 March 2026

1. INTRODUCTION AND ACCEPTANCE OF THESE TERMS

a. This Binance user AI policy and terms of use (this "**AI Policy and Terms**") shall apply to Binance's use of AI (defined below) and your use of Binance AI (defined below).

b. All capitalised terms and references used in this AI Policy and Terms 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**") as well as the relevant Product Terms, where applicable.

c. This AI Policy and Terms is supplemental to, forms part of, and should be read in conjunction with the Terms of Use and the relevant Product Terms. This AI Policy and Terms constitutes both as a 'Core Policy' as well as a set of'Product Terms' as defined in the Terms of Use, and references in the Terms of Use to "Binance Services" shall include references to Binance AI.

d. This AI Policy and Terms may include referenced and or attached schedules, provided below, which set out specific Product Terms that are applicable to AI Binance Services (defined below) ("**AI Product Schedules**"). Current AI Product Schedules that are attached below include:

i) AI Product Schedule 1 - Binance Ai Pro

e. For the avoidance of doubt the order of precedence set out in clause 1.4 of the Terms of Use shall apply. If there is any conflict between any specific AI Product Schedules and Product Terms, the Product Terms shall prevail unless expressly stated otherwise.

f. This version of the AI Policy and Terms replaces all previous versions (however named) and any prior agreements relating to any Binance AI, including any earlier versions previously accepted or made available on the Binance Platform.

g. Please read this AI Policy and Terms carefully before using any Binance AI. **By accessing or using Binance AI, you confirm your acceptance of this AI Policy** and Terms**, the Terms of Use and each referenced Product Terms (as applicable).** If you do not agree with any provision of this AI Policy and Terms, you should stop using Binance AI immediately.

h. You hereby unconditionally and irrevocably confirm that you: (i) understand, accept and assume full responsibility for your use of 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 this AI Policy, Annex A (*Risk Warnings (Binance AI)*) below, any applicable Product Terms and the Risk Warning, and (ii) have carefully assessed whether, and determined that, the use of Binance AI is appropriate for you.

i. You cannot make use of any Binance AI if you are prohibited from receiving our services under applicable laws.

j. Binance AI is provided by the relevant ADGM Binance Entities as defined in the Terms of Use, with the initiating entity being 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. However, certain Binance AI services (Binance Services) set out in AI Product Schedules may be made available through different Binance Entities depending on your jurisdiction (hereinafter referred to as "**Binance**", "**we**", "**our**", "**us**").

k. Binance AI may not be available in all jurisdictions. Availability is subject to local regulatory assessment and may be restricted, suspended, or withdrawn by Binance in its sole discretion at any time without prior notice. Users are responsible for ensuring their access to and use of Binance AI is lawful in their jurisdiction of residence.

2. DEFINITIONS AND INTERPRETATION

"**Agent**" means an AI Chat Service that perceives its environment, reasons, and takes actions using software tools (an AI Tool), within predetermined parameters, such as those provided by Skills and or safeguards, to achieve specific goals, not just generating content.

"**AI**" means artificial intelligence, which is based on computer systems using algorithms to learn, reason, recognise patterns, make predictions, generate content, and improve functionality whilst performing various tasks.

"**AI Account**" means the dedicated and isolated Binance AI Account created for an Eligible User upon their successful Enrollment of an AI Binance Services, which is separate from the Eligible User's main Binance Account.

"**AI Binance Services**" means Binance Services facilitated by, incorporating, combining with, or otherwise making use of AI, including providing specific AI services.

"**AI Inputs**" means any and all information (document format dependent), data, materials, text, voice instructions, Prompts, Skills, images or other content or software that is inputted, uploaded, submitted, incorporated, coded, linked or otherwise provided to or processed by or with the assistance of an AI Tool.

"**AI Outputs**" means any and all information, content, marketing, 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 Tools**" means any product, service, feature, process, APIs (which are subject to Binance API Keys Terms) logic, algorithm/structure (model), data set, Agent, bot or a combination of these that uses or otherwise enables AI or AI-assisted, machine learning, automated or semi-automated decision-making, information processing, content creation, or a combination of these, which produces AI Outputs and or allows for AI Inputs.

"**API Keys**" has the meaning given to that term in the Binance API Keys Terms.

"**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 made available through the Binance Platform as an AI Binance Services,

b) AI Tools provided by Binance and made available through the Binance Platform as an AI Binance Services, and or

c) AI Tools used by Binance in the provisioning of the Binance Platform and Binance Services, including any use of AI in Binance's processing, monitoring, and or optimization activities in conducting its operations.

"**Binance AI Pro**" means Binance AI's trading support AI Tool that enables Eligible Users to configure and deploy AI-powered trading capabilities using Third-Party LLMs and Skills within an AI Account, subject to the Binance API Keys Terms as further described in the AI Product Schedule 1 - Binance AI Pro.

"**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.

"**Credit**" means payment or payments for Token Allocation, for the use of AI Binance Services by Eligible Users, and or other charges.

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

"**Enrollement**" means a user choosing to activate and have configured an AI Binance Service as set out in an AI Product Schedule and may require Credit. Enroll and Enrolled have corresponding meanings.

"**Eligible User**" means, in respect of an AI Binance Service , a user who meets the eligibility criteria as set out in an AI Product Schedule .

"**Prompt**" means an AI 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.

"**Skills**" means a Binance-developed or Binance approved third party-developed software module, script, code, API Keys, or data integration tool that is pre-loaded into certain Binance AI Tools and enables the Third-Party LLM to access market data, account information, or Binance Platform functionality (including order submission) within the scope of the Eligible User's configured permissions. For the avoidance of doubt, Skills are limited to technical connectivity and data retrieval tools and do not include pre-configured trading strategies, algorithmic logic, or signal-generation capabilities.

"**Skills Hub**" means the catalogue of Skills presented by Binance and made available to users. Skills listed in the Skills Hub may be pre-loaded (as an AI Input) into AI Tools and made available as an AI Binance Services, which may be updated, adjusted, supplemented, replaced or discontinued from time to time, with or without prior notice.

"**Support Chat**" has the meaning given to that term in the Terms of Use.

"**Terms of Use**" has the meaning given to it in the preamble to this AI Policy and Terms.

"**Third-Party LLM**" means a large language model ("**LLM**") provided by a third-party provider (not Binance) as an AI Input, that is made available to the Eligible User through AI Binance Services for the purpose of processing user Prompts and generating AI Outputs.

"**Tokens**" means the unit of currency used by AI platforms or services to measure and manage usage of their services.

"**Token Allocation**" means Binance's allocation of Third-Party LLM Tokens to Eligible Users based on their Credit to use AI Binance Services, as described in the relevant AI Product Schedule.

"**User AI**" means AI Tools used as well as AI Inputs and or AI Outputs published, displayed, posted or otherwise shared by a user, on or through the Binance Platform.

"**User-Imported Skill**" means a third-party-developed software module, script, code, API Keys, trading strategy, or data integration tool that is pre-loaded into certain Binance AI features, functions or services Trading and enables the Third-Party LLM to access market data, account information, or Binance Platform functionality (including order submission) within the scope of the user's configured permissions, which is not a Skill listed in the Skills Hub.

"**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 and Terms, except that references to clauses are to clauses in this AI Policy and Terms, unless otherwise stated. Any substantive provisions recorded in the definition shall be as binding as the provisions described in the provisions set out below.

3. ELIGIBILITY

a. Binance AI is only available to Binance determined users in certain countries based on certain conditions. Binance AI is not intended for users/countries to which restrictions/prohibitions apply.

b. Binance reserves the right to adjust the eligibility requirements of Binance AI 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 AI Inputs 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 and Terms 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 AI Inputs. 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 and Terms. 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. The user hereby agrees to indemnify, defend, and hold harmless Binance its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to:

i) The use, publication, display, posting, transmission, or sharing of User AI on or through the Binance Platform;
ii) Any inaccuracies, errors, omissions, or misleading content contained in or resulting from User AI;
iii) Any violation of applicable laws, regulations, third-party rights, or Binance's terms and policies arising from User AI;
iv) Any claims by third parties alleging infringement, defamation, privacy violations, or other harm caused by User AI;
v) Any damages or losses suffered by Binance or third parties resulting from reliance on or use of User AI.

This indemnity shall survive the termination or suspension of the user's access to the Binance Platform.

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 user's decision-making processes. As a value added service used within where used in the users discretion, it is not designed nor made available to replace users' own 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 initiated by yourself using Binance AI, 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 (Binance AI)*) below.

e. Where the user accesses AI Binance Services, the additional terms set out in the relevant AI Product Schedules shall apply. The Eligible User acknowledges and agrees that all AI Binance Services are provided as an infrastructure service and not an advisory, discretionary portfolio management, and or asset management services.

f. 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 AI Inputs. 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.

g. 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.

h. 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 in any location, or (ii) the Binance AI as described in this AI Policy and Terms will always be available or appropriate for any user in any location. You are responsible for reviewing and verifying all AI Output before confirming or acting upon them.

i. AI Outputs are not foolproof or absolute and may not always be monitored by humans in real time, therefore, users acknowledge that Binance AI may produce AI Outputs (including AI Search results) that may appear to recommend, advise, instruct, guide, and or direct user's decisions. **Binance AI is not designed, intended or otherwise built to provide any form of advisory, intermediation or similar service. Where Binance AI appears to suggest, recommend or direct a course of action, it may be in error, in hallucination, generated algorithmically based on technical and or procedural logic, and or based on your AI Input and in all cases without consideration of your individual circumstances and does not constitute a recommendation.** Binance AI is not a professional service, and lacks the qualifications and personal circumstantial context necessary in the user's engagement. Users acknowledge that they must not treat any AI Output as advice, rely on any AI Output without exercising their own independent judgment and undertake to apply their mind before, during and after using Binance AI in the process of their activities on the Binance Platform.

j. 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 AI Search results, analysis and or AI Outputs are provided "as-is", without any guarantee, and you are solely responsible for your investment or trading decisions, as set out in the disclaimers below which you acknowledge and agree to when making use of Binance AI.

k. Regarding 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 interaction metadata, AI Inputs 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.

l. 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 and Terms.

m. Where Binance AI makes use of Third-Party LLMs the specific terms, disclaimers, and risk acknowledgments relating to Third-Party LLMs are set out in the relevant AI Product Schedules. **The Eligible User acknowledges that Binance does not develop, control, train, or audit any Third-Party LLM and makes no representation or warranty as to the suitability, performance, or safety of any Third-Party LLM**.

n. Where Binance AI makes use of Skills and User-Imported Skills the specific terms, disclaimers, and risk acknowledgments relating to Skills and User-Imported Skills are set out in the relevant AI Product Schedules. The Eligible User acknowledges that Skills are made available as Binance API Keys and Binance AI Tools and that **User-Imported Skills (being third party AI tools) are not provided, reviewed, endorsed, or supported by Binance and such users accept sole responsibility for all outcomes arising from any User-Imported Skill.**

o. Where Binance AI makes use of Token Allocation the specific terms, disclaimers, and risk acknowledgments relating to Token Allocation are set out in the relevant AI Product Schedules. **The Eligible User acknowledges that the depletion of any Token Allocation may result in service degradation, and require the usage of emergency Tokens and Token top ups** (when available, in Binances discretion)**. The Eligible User is solely responsible for monitoring their Token Allocation usage and managing their trading activity accordingly.**

p. 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.

q. 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 AI Outputs for model training or for non - essential improvement purposes.

r. 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 when 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 and subject to scope changes from time to time.The availability of Binance AI to facilitate or otherwise process Binance Services may be subject to various product or service restrictions depending on a users' registration status, compliance, jurisdiction, and or other reasons determined by Binance from time to time. In providing such assistance, Binance AI processes user Prompts and interaction metadata, which may include personal data, in accordance withBinance policies, Applicable Laws including Binance's Privacy Notice where applicable.

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 an AI Input using Binance AI ("**Trade Request**"), such Trade Request may be irrevocable once submitted through Binance AI. Your submission of a Trade Request (direct or indirectly using an AI Tool) 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 and Terms, 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. **By using these Binance Services 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.

g. Where AI Product Schedules allow for the Enrollment for a specific AI Binance Services, an AI Account may be created for the Eligible User, subject to the relevant AI Product Schedule. The Eligible User acknowledges that the AI Account is isolated from the user's main Binance Account and is may be subject to specific restrictions on manual trading, withdrawals, and transfers as described in relevant AI Product Schedule.

h. Where the Eligible User's Enrollment generates an AI Account and the AI Binance Service is used to execute trades through the AI Account, the terms governing automated execution, including the absence of a mandatory confirmation mechanism, are set out in the relevant AI Product Schedule. **The Eligible User acknowledges that Binance does not review, approve, or monitor individual AI-generated trade instructions prior to execution**.

i. AI Binance Services do not currently support simulated, demo, or testnet trading. The user acknowledges that all trading activity using Binance Tools and conducted through the AI Account is live trading with real funds, as may be further described in the relevant AI Product Schedule.

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 and Terms 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 and Terms;

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. Contravenes 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 and Terms at any time, in accordance with the Terms of Use. Please review this AI Policy and Terms 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 and Terms 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. CHARGES

a. No additional payments are required for the use of Binance AI, subject to clause 10.b. below.

b. Eligible Users may require a Credit in respect of AI Binance Service as set out in the relevant AI Product Schedules.

c. Refunds are not provided for any AI Binance Services that require Token Allocation, unless expressly stated in the relevant AI Product Schedules.

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 and Terms, including your assent to this AI Policy and Terms.

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 and Terms.

Without limiting the generality of the foregoing, Binance's liability, in respect of AI Binance Services specific limitations, disclaimers, and exclusions may be set out in AI Product Schedules, which Eligible User acknowledges and accepts as a condition of making use of such services.

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 (Binance 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 and Terms. 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 losses or other consequences arising from AI-generated errors or simulations including, but not limited to, losses related to the execution of transactions based on inaccurate or simulated information generated by Binance AI.

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 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.

14. *AI Hosting and Infrastructure Risks:* AI Binance Services may be provided as a hosted infrastructure service. In such an instance, Binance provides the technical environment in which the Eligible User's selected Third-Party LLM and Skills operate. Binance does not control, monitor, or verify the AI Outputs generated within this environment. The Eligible User bears sole responsibility for the configuration, deployment, and monitoring of all their User AI activity.

15. *Token Exhaustion and Service Degradation Risks:* Enrollment includes a finite Token Allocation. When exhausted, the service automatically degrades to a lower-capability model until the next periodic Token Allocation and or Token top up. Although Binance may provide for limited emergency Tokens. The Eligible User acknowledges that degradation may occur while the user has AI managed open trading positions and may adversely affect position management. Binance is not liable for losses arising from degraded service. Eligible acknowledge that Users may still manually change their trading positions and undertake to take heed to any system generated warning notifications.

16. *Automated and AI assisted Trading Risks:* AI Binance Services may execute trades automatically without requiring Eligible User confirmation for each trade based on the Eligible User' AI Input. Automated trading carries risks including rapid loss in volatile conditions, AI misinterpretation of data, lack of contextual judgment, over-optimization (overfitting), lack of transparency ("black box" problem), over-reliance, and the inability to intervene in time to prevent losses.

17. *Position Closure Risks:* Upon deactivation, termination, Token depletion, or compliance restriction, open positions generated through AI Binance Services may be automatically closed at prevailing market prices which may be materially unfavourable. Binance is not liable for losses arising from position closures.

18. *Skills reliance Risks*: Third-party or open-source Skills are not verified by Binance are used at your own risk. You are always advised to review the code and logic before using any Skills, as poorly designed or malicious Skills could result in unexpected trades, losses, or security risks. Binance is not responsible for any outcomes arising from the use of User-Imported Skills.

19. *Information and Presentation Risks*: All AI Binance Services offered are presented for informative purposes and provided as a non compulsory optimisation options. Users are to apply their own discretion and decision making as to whether or not to make use of any AI Binance Services offers. Any AI Binance Services made available is <u>not</u> presented as "fit for purpose" <u>nor</u> as a recommendation to use. A higher level of product sophistication may be required by users of AI and users of AI Binance Service must understand and accept the inherent risks of AI. Content generated by Binance and or by Binance AI on Binance AI is for informational purposes, and may include third party AI Inputs or use third party AI Tools in such presentation. Binance does not endorse or guarantee any third party AI Inputs, AI Outputs, and AI Tools. Binance does not confirm the accuracy of AI generated presentations of Binance and or Binance AI.

20. ***User AI Indemnity***: The user acknowledges and agrees that they are solely responsible for the content and consequences of their User AI, including ensuring compliance with all applicable laws and Binance's platform rules. Binance does not endorse, guarantee, or assume responsibility for the accuracy, reliability, or legality of User AI.

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]. You acknowledge and accept the following disclaimer:

Disclaimer: *Your use of this Binance Ai, including Binance Ai Pro, is at your own risk and is provided to you on an "as is" and "as available" basis, without representation or warranty of any kind. You are fully responsible for all of your Prompts. AI Inputs may include various unvetted third party sourced content. Binance sourced content is provided "as is" without any guarantee. Binance does not endorse or guarantee any AI Outputs. AI Outputs may include or reflect content, positions, views and opinions of third parties unknown to Binance, which may also include errors, biases, synthetic data and or outdated information. Any AI Output should not be solely relied on for decision making. AI Outputs do not constitute any kind of advice by Binance nor any other intermediary services. Binance Ai may use or make available third party AI Tools without any guarantee. Where AI Tools are configured by yourself or a third-party, you indemnify Binance against all liability. Binance does not guarantee any AI Tools. 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.*

AI Product Schedule 1 - Binance Ai Pro (Product Terms)

0. CONTEXTUALISATION

a. This Schedule sets out the specific terms governing the Binance Ai Pro, an AI Binance Service that provides more trading capabilities than the foundational Binance Ai (Agent) . Binance Ai Pro utilises system-generated API Keys to enable Binance Ai Pro's trading capabilities through the AI Account and the Binance Platform. Eligible Users are required to Enroll in order to make use of Binance Ai Pro and obtain Token Allocation to process its trading related requests. These terms are supplemented by the Binance Ai Pro *Frequently Asked Questions* ("**FAQ**"), where there is a conflict between this schedule and the FAQs, the FAQs shall take precedence.

b. Binance provides Binance Ai Pro as a hosted infrastructure service that enables Eligible Users to configure and operate their own AI-powered trading capabilities using Third-Party LLMs and Skills. The Agent provided through Binance Ai Pro is a Binance Agent that is not pre-loaded with trading strategies, templates, or algorithmic logic, and, where independently derived based on Eligible User's AI Inputs, any such strategies, templates or algorithmic logic are not endorsed. The Eligible User is solely responsible for programming, prompting, and configuring Binance Ai Pro's behaviour. Binance Ai Pro is not an advisory, discretionary portfolio management, or asset management service. Binance's role is limited to providing the technical hosting environment, API Keys, and related infrastructure. The Eligible User retains sole control over, and responsibility for, the configuration of Binance Ai Pro, the setting of trading parameters, and all trading decisions and outcomes.

1. SCOPE AND SERVICE DESCRIPTION

1.1 This Schedule sets out the specific terms governing the provision and use of Binance Ai Pro.

1.2 Binance Ai Pro is a value added, trading support Binance Agent that is provided as a hosted infrastructure service based on a Token Allocation model that enables Eligible Users to:

(a) access and interact with Third-Party LLMs through an Agent e;

(b) utilise pre-loaded Skills from the Skills Hub to enable the Third-Party LLM to access market data, account information, and Binance Platform functionality;

(c) configure and deploy their own AI-powered trading parameters, strategies, and instructions through Prompts;

(d) submit trade orders to an AI Account through Binance Ai Pro; and

(e) manage fund transfers between the Eligible User's main Binance Account and the AI Account.

1.3 For the avoidance of doubt:

(a) Binance Ai Pro is an infrastructure service. Binance provides the hosted environment, API Keys, and technical infrastructure. Binance does not exercise discretion over the Eligible User's trading activity.

(b) Binance Ai Pro is provided as a blank Agent. It is not pre-loaded with trading strategies, templates, algorithmic logic, or investment recommendations. The Eligible User is solely responsible for programming, prompting, and configuring Binance Ai Pros behaviour.

(c) Binance Ai Pro is not an advisory, discretionary portfolio management, asset management, or managed account service.

(d) Skills pre-loaded through the Skills Hub are limited to API Keys and data integration tools developed by Binance. Skills do not include pre-configured trading strategies, signal-generation logic, or investment recommendations.

1.4 Binance Ai Pro is accessible through the Binance App and the Binance website.

2. ELIGIBILITY

2.1 Binance Ai Pro is available to Eligible users who satisfy all of the following criteria at the time of subscription and on a continuing basis:

(a) the Eligible User holds a verified Binance Account in good standing;

(b) the Eligible User has completed all applicable KYC and identity verification requirements;

(c) the Eligible User's jurisdiction of residence is not a Restricted Jurisdiction (as defined in clause 2.2);

(d) the Eligible User satisfies all applicable risk and compliance checks at the time of AI Account creation; and

(e) any other eligibility criteria as determined by Binance from time to time.

2.2 ***Restricted Jurisdictions.*** Binance Ai Pro is not available in all jurisdictions. Binance may add, remove, or modify Restricted Jurisdictions at any time without prior notice. Eligible User' ares responsible for ensuring that their access to and use of Binance Ai Pro is lawful in their jurisdiction of residence. For more information see our FAQ

2.3 ***Capacity Limits.*** Activating Binance Ai Pro is subject to capacity constraints determined by Binance. Where all available Eligible User slots are allocated, new Enrollment may be temporarily unavailable from time to time. Binance does not guarantee the availability of Eligible User slots and is under no obligation to expand capacity.

3. ENROLLMENT

Term and Renewal

3.1 Enrollment commences on the date of successful Credit charged and continues on a rolling monthly basis until Binance Ai Pro is deactivated by the Eligible User or terminated by Binance.

3.2 Binance Ai Pro Enrollment automatically renews on each monthly anniversary of the initial Enrollment date, unless deactivated by the Eligible User prior to renewal.

3.3 Binance will notify the Eligible User in advance of each renewal. If the Eligible User does not deactivate prior to the renewal date, the Enrollment will renew and the applicable Credit will be applied.

Free Trial

3.4 First-time Eligible Users are entitled to a 7-day free trial, commencing on the date of Enrollment.

3.5 The Enrollment Credit is charged at the time of Enrollment. If the Eligible Users deactivates within 7 days of the Enrollment date, the Credit charged will be refunded in full. If the Eligible Users does not deactivate within 7 days, the Enrollment continues at the monthly rate and no refund is payable.

3.6 The free trial is available once per Eligible User. Eligible Users who have previously subscribed to Binance Ai Pro are not eligible for the free trial.

Deactivation by User

3.7 The Eligible Users may deactivate their Enrollment at any time through the Settings page within Binance Ai Pro or by instructing Binance Ai Pro to process the deactivation (cancellation).

3.8 Upon Deactivation:

(a) the Eligible User may elect to allow Binance Ai Pro to remain operational until the end of the current billing cycle, or to terminate AI trading activity immediately;

(b) if the Eligible User elects immediate termination, or upon the expiry of the current billing cycle (whichever is earlier), the consequences set out in clause 7.4 (*Position Closure on Termination*) shall apply;

(c) no refund is payable for the current billing cycle, except as provided in clause 3.5 (*Free Trial*); and

(d) the AI Account will be deactivated but retained. If the Eligible User re-subscribes, the AI Account may be reactivated.

Non-Renewal and Payment Failure

3.9 If the Eligible User's payment method fails at renewal, Binance will notify the Eligible User and the Enrolment will not renew. The consequences of non-renewal are the same as deactivation under clause 3.8.

3.10 The Eligible User is responsible for ensuring sufficient funds are available for Enrollment renewal. Binance is not liable for any consequences of failed renewal, including the closure of open positions.

Termination by Binance

3.11 Binance may suspend or terminate a Enrollment at any time, with or without notice, where:

(a) the Eligible User breaches the AI Policy and Terms, this Schedule 1, or any other applicable Binance terms;

(b) a compliance, regulatory, or risk event requires suspension or termination;

(c) the Eligible User's Binance Account is restricted, suspended, or terminated;

(d) continued provision of Binance Ai Pro to the Eligible User would be unlawful or would expose Binance to material legal or regulatory risk; or

(e) Binance discontinues or modifies Binance Ai Pro.

3.12 Upon termination by Binance, the consequences set out in clause 7.4 (Position Closure on Termination) shall apply. Binance shall use reasonable endeavours to provide advance notice of termination, but is not obligated to do so where immediate action is required under clause 3.11(b)–(d).

4. CHARGES AND PAYMENT

4.1 Eligible Users are required to Enroll for this AI Binance Service. A Credit is charged for the configuration of the Binance Ai Pro, the AI Account and for Token Allocation. The Credit charge will be displayed in the product interface at the time of Enrollment). The Credit charged is denominated in USD and charged in the equivalent cryptocurrency amount via Binance Pay.

4.2 No refunds are provided, unless in exceptional circumstances for technical reasons. In such instances please make an enquiry via the Support Chat. For more information see our FAQ.

4.3 Payment is via Binance Pay only. Fiat payment methods are not supported.

4.4 The Enrollment Credit is charged:

(a) at the time of initial Enrollment; and

(b) on each monthly renewal date thereafter.

4.54The Enrollment Credit covers:

(a) access to the Binance Ai Pro hosted environment;

(b) the Token Allocation for each billing cycle (as specified in clause 5);

(c) pre-loaded Skills from the Skills Hub; and

(d) the AI Account and associated API Key.

4.6 The Subscription fee does not cover:

(a) trading fees, commissions, funding rates, or other transaction costs incurred through trading activity in the AI Account, which are charged at standard Binance Platform rates;

(b) any costs associated with User-Imported Skills or third-party services used in connection with Binance Ai Pro; or

(c) any losses arising from trading activity.

4.7 Binance reserves the right to modify the Enrollment Credit upon not less than 7 days prior notice. Continued use of Binance Ai Pro after the effective date of a Credit change constitutes acceptance of the new fee. If the Eligible User does not agree to the new fee, their sole remedy is to deactivate their Enrollment before the next renewal date.

5. TOKEN ALLOCATION AND SERVICE DEGRADATION

Token Allocation

5.1 Each Enrollment includes a Token Allocation for each billing cycle. The Token Allocation represents the total number of model Tokens available for the Eligible User's Binance Ai Pro interactions during that billing cycle.

5.2 The Token Allocation is non-transferable, non-refundable, and expires at the end of each billing cycle. Unused Tokens do not carry over to subsequent billing cycles.

5.3 The Eligible User cannot currently top up their Token Allocation mid-cycle. Binance may introduce a top-up feature in future but makes no commitment as to when or whether this will become available.

Degradation

5.4 When the Eligible User's Token Allocation is exhausted during a billing cycle, the service will automatically degrade to a lower-capability AI model for the remainder of that billing cycle. The Eligible User does not need to take any action for degradation to occur: it is automatic.

5.5 The lower-capability model:

(a) may result in materially reduced AI capability, including slower processing, rate limiting, reduced analytical sophistication, and different quality of AI Outputs;

(b) may be incapable of operating sophisticated trading strategies that the Eligible User's Binance Ai Pro was previously executing;

(c) retains the ability to execute trades through the AI Account, but may do so with reduced speed and capability; and

(d) is provided on an unlimited-usage basis for the remainder of the billing cycle.

Notifications

5.6 Binance will notify the Eligible User:

(a) when the Eligible User has consumed the majority of their Token Allocation;

(b) when degradation to the lower-capability model occurs; and

(c) when the Token Allocation refreshes at the start of the next billing cycle.

Emergency Token Allocation

5.7 Binance may, at its sole discretion, make available an emergency Token allocation following degradation, for the limited purpose of enabling the Eligible User to close out open positions through Binance Ai Pro, notwithstanding the availability of manual interventions. For more information see our FAQ. The Eligible User acknowledges that:

(a) the availability of emergency Tokens is not guaranteed;

(b) emergency Tokens, if provided, are limited in quantity and are available solely for the purpose of orderly position closure;

(c) Binance has no obligation to provide emergency Tokens and the Eligible User must not rely on their availability; and

(d) the Eligible User is solely responsible for managing their Token Allocation and position exposure throughout the billing cycle.

User Responsibility

5.8 The Eligible User is solely responsible for:

(a) monitoring their Token Allocation usage through the Binance Ai interface;

(b) managing their trading activity, including by reducing position exposure, in anticipation of Token exhaustion;

(c) ensuring that their Binance Ai Pro configuration can accommodate degradation to the lower-capability model without causing unacceptable trading outcomes; and

(d) monitor trading positions and manually manage your strategies when necessary, in that you place, modify, or cancel orders in their AI Account manually or independently of Binance Ai Pro.

6. AI Account

Creation

6.1 Upon Enrollment, an AI Account will be created for the Eligible User, subject to the satisfactory completion of applicable risk, security, and compliance checks.

6.2 If AI Account creation fails (including due to risk control checks), the Eligible User may:

(a) continue using Binance Ai Pro for conversational AI features only (without trading execution capability); or

(b) request a refund of the Enrollment Credit.

6.3 Only one AI Account may be created per Eligible User.

Characteristics

6.4 The AI Account:

(a) is isolated from the Eligible User's main Binance Account and any existing sub-accounts;

(b) is a new-type AI Account created specifically for AI-managed trading;

(c) cannot be bound to the Eligible User's main account or any existing sub-account;

(d) is accessible through Binance Ai Pro only and may not be used independently of the Enrollment; and

(e) supports Spot, Futures, and Margin trading (subject to jurisdictional restrictions and compliance controls). For more information see our FAQ.

API Keys

6.5 The system will auto-generate an API Key bound to Binance Ai Pro upon AI Account creation. The Eligible User acknowledges that:

(a) the AI API keys are system-generated and bound to Binance Ai Pro as the Eligible User may not use personal API keys with Binance Ai Pro;

(b) the Eligible User may only configure API permissions within the Binance Ai Pro interface; and

(c) the API key will be deleted upon cancellation, termination, or deletion of the AI Account.

6.5A ***Application of API Key Product Terms.*** The API Key Product Terms apply to the system-generated API Key created for the AI Account, subject to the following modifications:

(a) references in the API Key Product Terms to API Keys "generated by you" shall include the system-generated API Key created under this clause 6.5;

(b) the Eligible User's obligations under clause 2.3 of the API Key Product Terms (*security measures*) apply to the system-generated API Key, save that the Eligible User acknowledges that the API Key is managed by the Binance Ai Pro infrastructure and the Eligible User does not have direct access to the API Key credentials;

(c) the authorisation under clause 2.4 of the API Key Product Terms extends to programmatic instructions issued by Binance Ai Pro through the system-generated API Key, and the Eligible User acknowledges that all actions performed by Binance Ai Pro using the API Key are the Eligible User's sole responsibility;

(d) Binance's right to revoke or disable an API Key under clause 6 of the API Key Product Terms applies to the system-generated API Key; and

(e) the liability exclusions in clause 2.2 of the API Key Product Terms (*Binance not responsible for activity under API Keys*) apply to all trading activity conducted by Binance Ai Pro through the system-generated API Key.

Permissions

6.6 The following permissions are currently configurable by the Eligible User within the AI Account:

(a) Futures Trading;

(b) Spot & Margin Trading; and

(c) Margin Loan, Repay & Transfer

6.7 Where a compliance key is matched to the Eligible User's jurisdiction or account status, the corresponding permission is forced OFF and cannot be toggled by the Eligible User. The Eligible User acknowledges that compliance overrides are applied automatically and Binance is not required to provide advance notice. For more information see our [FAQ](FAQ).

Restrictions

6.8 The AI Account is subject to the following restrictions:

(a) no withdrawals to external wallets;

(b) no transfers to certain Binance sub-accounts; and

(c) Portfolio Margin may be enabled, subject to applicable eligibility requirements.

Funding

6.9 The Eligible User may transfer funds between their main Binance Account (spot wallet) and the AI Account (spot wallet) at any time via the fund transfer feature in Binance Ai Pro interface. Transfers are bi-directional and limited to the Eligible User's own accounts.

6.10 The Eligible User is solely responsible for:

(a) the amount of capital allocated to the AI Account;

(b) ensuring the AI Account is adequately funded for the Eligible User's intended trading activity; and

(c) monitoring the balance and positions in the AI Account.

7. TRADING

Supported Products

7.1 Binance Ai Pro currently supports the following trading products within the AI Account, subject to jurisdictional availability and compliance controls:

(a) Spot trading;

(b) Futures trading (USD-M and COIN-M Perpetual and Delivery Contracts); and

(c) Margin trading (Cross Margin and Isolated Margin).

7.2 The availability of each product within Binance Ai Pro is subject to the same jurisdictional restrictions that apply to the Eligible User's main Binance Account. If a product is restricted in the Eligible User's jurisdiction, the corresponding capability is unavailable within Binance Ai Pro. Binance may in its sole discretion and without notice amend the products supported. For more information see our FAQ.

Automated Execution

7.3 Where the Eligible User configures Binance Ai Pro to execute trades:

(a) trades are executed based on the AI Output of Binance Ai Pro which uses Third-Party LLMs operating within the Eligible User's AI Input;

(b) there is no mandatory confirmation or approval mechanism for individual trades, unless the Eligible User specifically designs their Binance Ai Proconfiguration to require confirmation, trades will be executed automatically upon Binance Ai Pro generating a trade instruction;

(c) Binance does not review, approve, or monitor individual AI-generated trade instructions prior to execution;

(d) once a trade instruction is submitted by Binance Ai Pro to the Binance Platform, it is subject to the same execution, settlement, margin, liquidation, and risk provisions as any other trade on the Binance Platform; and

(e) the Eligible User is responsible for setting appropriate risk parameters, position limits, and permissions through both Binance Ai Proconfiguration and the AI Account permissions.

Position Closure on Termination

7.4 Upon Binance Pro deactivation, termination, non-renewal, or deletion of the AI Account, the following shall occur:

(a) all AI trading activity is terminated;

(b) all open orders are cancelled across all trading products (spot, futures, cross margin, isolated margin);

(c) all open positions are closed at prevailing market prices;

(d) remaining assets are transferred to the Eligible User's main Binance Account spot wallet;

(e) the API Keys are deleted; and

(f) the AI Account is suspended (deactivated but retained for potential reactivation).

7.5 The Eligible User acknowledges that:

(a) position closure under clause 7.4 will be executed at prevailing market prices, which may be materially unfavourable, particularly in volatile or illiquid market conditions;

(b) Binance does not guarantee any specific execution price, timing, or outcome for position closure;

(c) the Eligible User is solely responsible for managing their positions in advance of any anticipated cancellation, termination, or account action; and

(d) Binance shall not be liable for any losses arising from position closure under this Schedule.

No Simulated Trading

7.6 Binance Ai Pro does not currently support simulated, demo, or testnet trading. All trading activity conducted through the AI Account is live trading with real funds.

7.7 The Eligible User acknowledges that:

(a) there is no sandbox or test environment within Binance Ai Pro for the Eligible User to test their Binance Ai Pro configuration, trading strategies, or AI Inputs before deploying them with real capital;

(b) the Eligible User is solely responsible for testing and validating their Binance Ai Pro configuration through their own means outside of Binance Ai Pro before committing real capital; and

(c) Binance does not guarantee that simulated or testnet trading capabilities will be made available in future.

8. SKILLS

Binance Skills (Skills Hub)

8.1 Binance Ai Pro includes pre-loaded Skills from the Skills Hub. These Skills are developed by Binance and are limited to:

(a) API Keys providing access to market data (price, volume, open interest, funding rates);

(b) account information retrieval (balance, positions, order status); and

(c) order submission and management functionality through the Binance Platform API Keys.

8.2 Skills do not include pre-configured trading strategies, algorithmic logic, signal-generation capabilities, investment recommendations or intermediary services.

8.3 The availability of a Skill on the Skills Hub, and the pre-loading of Skills into Binance Ai Pro, does not constitute an endorsement, recommendation, or suitability assessment by Binance.

8.4 Binance does not guarantee the accuracy, reliability, completeness, timeliness, or fitness for the purpose of any Skill or the data accessed through any Skill.

User-Imported Skills

8.5 The Eligible User may create their own skills or import skills from third parties for use in connection with Binance Ai Pro. The Eligible User acknowledges and agrees that:

(a) User-Imported Skills are not provided, reviewed, endorsed, tested, audited, or supported by Binance;

(b) User-Imported Skills may include trading strategies, algorithmic logic, signal-generation capabilities, or other functionality that is outside the scope of Binance Ai Pro as designed and offered by Binance;

(c) Binance has no visibility into, and accepts no responsibility for, the content, functionality, accuracy, or safety of any User-Imported Skill;

(d) the Eligible User's deployment of a User-Imported Skill constitutes the Eligible User's own independent decision and the Eligible User accepts sole and exclusive responsibility for all outcomes, including any trading losses; and

(e) Binance shall not be liable for any losses, damages, or claims arising from or in connection with any User-Imported Skill.

9. THIRD-PARTY LLM

9.1 Binance Ai Pro utilises various Third-Party LLMs, at its sole discretion, that are not developed, owned, trained, controlled, or audited by Binance.

9.2 Binance does not have direct contractual arrangements with the providers of Third-Party LLMs. Accordingly, Binance:

(a) has no ability to enforce service levels, uptime guarantees, or performance standards against LLM providers;

(b) cannot obtain remedies for LLM service failures or quality degradation on behalf of the Eligible User; and

(c) cannot pass through any warranties, representations, or indemnities from LLM providers to the Eligible User.

9.3 The Eligible User acknowledges that:

(a) AI Outputs are generated by the Third-Party LLM and Binance has no control over the quality, accuracy, completeness, or reliability of such outputs;

(b) Third-Party LLMs may produce inaccurate, misleading, or fabricated outputs ("hallucinations"), including misinterpretation of market data or trading parameters, and such errors may result in the execution of incorrect or unintended trades with real funds;

(c) different Third-Party LLMs may produce materially different AI Outputs for identical AI Inputs;

(d) Binance makes no representation or warranty as to the suitability, performance, safety, or fitness for purpose of any Third-Party LLM;

(e) the availability and performance of Third-Party LLMs may be affected by factors outside Binance's control, including outages, latency, rate limiting, content policy changes, or discontinuation by the LLM provider; and

(f) the Eligible User's use of a Third-Party LLM through Binance Ai Pro is at the Eligible User's own risk and discretion.

9.4 The Eligible User may not use their own LLM API keys with Binance Ai Pro. Access to Third-Party LLMs is provided solely through the Binance Ai Pro infrastructure.

10. DATA AND PRIVACY

10.1 Eligible User AI Inputs, AI Outputs, and trading activity data generated through Binance Ai Pro are processed by Binance in accordance with the Binance Privacy Policy.

10.2 Eligible User Prompts and trading data are not transmitted to Third-Party LLM providers. The Third-Party LLM is accessed through Binance's hosted infrastructure and Eligible User's data remains within Binance's systems.

10.3 Binance may collect and use data generated through Binance Ai Pro for the purposes of service improvement, security, compliance, and as otherwise described in the Binance Privacy Policy and clause 5(k) of this AI Policy and Terms.

10.4 The Eligible User is responsible for ensuring that the content of their Prompts does not include sensitive personal data of third parties or information the disclosure of which would be unlawful.

11. COMPLIANCE CONTROLS

11.1 Binance Ai Pro's capabilities within the AI Account are dynamically constrained by the same product and service restrictions that apply to the Eligible User's main Binance Account based on the Eligible User's jurisdiction of residence.

11.2 Without limitation:

(a) if the Eligible User's jurisdiction restricts access to futures trading, Binance Ai Prot cannot execute futures trades;

(b) the same logic applies to all restricted products, services, token pairs, leverage limits, etc.;

(c) these restrictions are enforced at the API Keys and Binance Platform level, Binance Ai Pro operates through API Keys that inherits the Eligible User's jurisdictional permissions; and

(d) compliance overrides are applied automatically and cannot be overridden by the Eligible User or Binance Ai Pro.

11.3 If compliance rules applicable to the Eligible User's account change during an active Subscription, Binance may restrict, suspend, or disable specific features or trading capabilities within the AI Account without prior notice. Standard Binance compliance procedures apply.

12. SESSION HISTORY AND RECORDS

12.1 Binance Ai Pro maintains a session history of all AI conversations and actions. The Eligible User may access and review their session history through the Binance Ai Pro interface.

12.2 Binance retains session history and trading records in accordance with its record-keeping obligations and the Binance Privacy Policy.

13. CUSTOMER SUPPORT

13.1 Enquiries relating to Binance Ai Pro, including billing, account creation, position closure, and payment issues, may be directed to Binance Customer Service through the standard support channels.

13.2 Binance Customer Service does not provide trading advice, AI configuration assistance, or guidance on trading strategies.

14. PRODUCT LIMITATIONS AND DISCLAIMERS

14.1 The Eligible User acknowledges and accepts the following limitations of Binance Ai Pro:

(a) ***No advisory service.*** Binance Ai Pro does not constitute investment advice, a personal recommendation, a suitability assessment, or discretionary portfolio management. Binance does not exercise judgment over the Eligible User's trading activity.

(b) ***No guaranteed performance.*** Binance does not guarantee any particular outcome, return, or performance from the use of Binance Ai Pro. Past performance of any trading strategy (whether AI-assisted or otherwise) does not guarantee future results.

(c) ***No simulated trading.*** All trading is live with real funds. There is no demo, testnet, or sandbox environment.

(d) ***Service degradation.*** The service will degrade to a lower-capability model upon Token exhaustion. The Eligible User may experience materially reduced AI capability while holding open positions.

(e) ***Third-Party LLM limitations.*** AI Outputs are generated by Third-Party LLMs that may hallucinate, fabricate, or misinterpret data. Binance has no contractual arrangements with LLM providers and cannot guarantee LLM availability or quality.

(f) ***Autonomous execution.*** Unless the Eligible User builds a confirmation mechanism into their Binance Ai Proconfiguration, trades are executed automatically without individual approval.

(g) ***User-Imported Skills.*** Skills imported or created by the Eligible User are entirely outside Binance's control and responsibility.

(h) ***Skills Hub.*** Binance Ai Skills Hub is an informational AI Tool only. Binance Ai Skills Hub and its outputs are provided to you on an “as is” and “as available” basis, without representation or warranty of any kind. It does not (i) constitute investment, financial, trading or any other form of advice; (ii) represent a recommendation to buy, sell or hold any assets; (iii) guarantee the accuracy, timeliness or completeness of the data or analysis presented. Your use of Binance Ai Skills Hub and any information provided in connection with this feature is at your own risk, and you are solely responsible for evaluating the information provided and for all trading decisions made by you. Binance AI Skills Hub feature. Binance may modify or discontinue the Binance AI Skills Hub feature at its discretion, and functionality may vary by region or user profile.

15. RISK ACKNOWLEDGMENTS

15.1 Pre-Subscription Risk Disclosure. Before subscribing to Binance Ai Pro, the Eligible User must read and acknowledge the risk disclosures set out in this clause 15 and in Annex A to the AI Policy and Terms. Binance will present these risk disclosures to the Eligible User as part of the subscription process and the Eligible User must affirmatively acknowledge them before the Subscription is activated.

15.2 Specific Risk Acknowledgments. By subscribing to Binance Ai Pro, the Eligible User expressly acknowledges and accepts each of the following risks:

(a) ***Total Loss Risk.*** The Eligible User may lose all capital allocated to the AI Account. AI-assisted trading, including automated and autonomous execution, carries the risk of rapid and total loss of capital, particularly in volatile or illiquid market conditions. The Eligible User should not allocate capital to the AI Account that the Eligible User cannot afford to lose.

(b) ***Autonomous Execution Risk.*** Unless theEligible User specifically configures Binance Ai Pro to require confirmation before executing trades, Binance Ai Pro will execute trades automatically based on its interpretation of the Eligible User's configured parameters and Prompts. Binance Ai Pro may execute trades that the Eligible User did not intend, at prices the Eligible User did not anticipate, and in volumes the Eligible User did not expect. The Eligible User has no ability to pre-screen or approve individual trades before execution unless they build such a mechanism into their Binance Ai Pro configuration.

(c) ***Service Degradation Risk.*** When the Eligible User's Token Allocation is exhausted, Binance Ai Pro will automatically degrade to a lower-capability model that may be materially less capable. The degraded model may be unable to execute sophisticated trading strategies, may respond more slowly to market movements, and may produce lower-quality analysis. This degradation may occur while the Eligible User has open positions. The combination of degraded AI capability and no manual override creates a risk that positions cannot be effectively managed during the degradation period.

(d) ***LLM Hallucination and Fabrication Risk.*** Third-Party LLMs may produce inaccurate, misleading, or entirely fabricated outputs, including misinterpretation of market data, incorrect price levels, false signals, or erroneous trade parameters. Such errors may result in the execution of trades with real funds based on false information. Binance has no contractual relationship with LLM providers and no ability to guarantee LLM accuracy or reliability.

(e) ***No Testing Environment Risk.*** Binance Ai Pro does not support simulated, demo, or testnet trading. All trading is with real funds from the first trade. The Eligible User cannot test their Binance Ai Pro configuration within Binance Ai Pro before committing real capital. A misconfigured Binance Ai Pro may immediately execute unintended trades with real funds.

(f) ***User-Imported Skill Risk.*** If the Eligible User creates or imports skills from third parties, including skills containing trading strategies or algorithmic logic, such User-Imported Skills are entirely outside Binance's control, review, and responsibility. User-Imported Skills may malfunction, produce incorrect outputs, or execute trades contrary to the Eligible User's intentions.

(g) ***Position Closure Risk.*** Upon cancellation, termination, non-renewal, or deletion of the AI Account, all open positions are automatically closed at prevailing market prices. In volatile or illiquid conditions, the execution price may be materially unfavourable. The Eligible User may receive significantly less than the expected value of their positions.

(h) ***Compliance Override Risk.*** Compliance controls may restrict, suspend, or disable trading capabilities within the AI Account at any time without prior notice. Where compliance overrides affects ability to manage existing positions, the Eligible User bears the risk of adverse outcomes.

(i) ***Infrastructure and Third-Party Risk.*** Binance Ai Pro depends on multiple third-party services (LLM providers, cloud infrastructure, network connectivity). Outages, latency, or degradation in any component may affect Binance Ai Pro's ability to function. Binance does not guarantee uninterrupted service.

(j) ***API Key Risk.*** The system-generated API Key is subject to the risks set out in the API Key Product Terms. The Eligible User acknowledges that Binance is not responsible for any activity conducted through the API Key, including activity initiated by Binance Ai Pro

15.3 Representations and Warranties. By subscribing to Binance Ai Pro, the Eligible User represents and warrants that:

(a) the Eligible User has read and understood this Schedule, the AI Policy and Terms, the API Key Product Terms, the risk warnings in Annex A, and the Terms of Use;

(b) the Eligible User has sufficient knowledge and experience in financial and trading matters to evaluate the risks of automated and AI-assisted trading, including the specific risks identified in clause 15.2;

(c) the Eligible User has independently assessed whether Binance Ai Pro is suitable for the Eligible User's circumstances, investment objectives, risk tolerance, and financial position;

(d) the Eligible User accepts sole and exclusive responsibility for all trading activity conducted through the AI Account;

(e) the Eligible User is not relying on Binance, any Third-Party LLM provider, or any Skill provider for any trading advice, strategy, suitability assessment, or recommendation;

(f) the Eligible User understands and accepts that Binance is an infrastructure provider and does not exercise discretion over the Eligible User's Binance Ai Pro, trading parameters, or positions; and

(g) the capital allocated to the AI Account represents funds the Eligible User can afford to lose in their entirety.