TERMS OF USE

Last Updated: 16 July 2026

These Terms of Use apply to users who reside in Australia.

These terms of use (the "**Terms**") form a legally binding agreement between you (a user of the Binance Services) and InvestbyBit Pty Ltd (ABN 98 621 652 579) trading as Binance Australia ("**Binance**", "**we**", "**our**" or "**us**"). These Terms set out the rules for using the Binance Services made available to you on or through the Platform or otherwise. Binance Services may be provided by Binance or, if specified in these Terms, any Product Terms or any additional terms, by a Binance Affiliate.

By registering for a Binance Account, accessing the Platform or using the Binance Services, you agree that you have read, understood and accepted these Terms, together with any additional documents or terms referred to in these Terms. You acknowledge and agree that you will be bound by, and will comply with, these Terms, as updated and amended from time to time in accordance with clause 18.

<u>If you do not understand or accept these Terms in their entirety, you should not register for a Binance Account, or access or use the Platform or any Binance Service.</u>

RISK WARNING

As with any asset, the value of Digital Assets can fluctuate significantly and there is a material risk of economic loss when buying, selling, holding or investing in Digital Assets. Past performance is not a reliable indicator of future performance. You should therefore consider whether trading or holding Digital Assets is suitable for you in light of your financial circumstances.

Further information on the risks associated with using the Binance Services is set out in our Risk Warning, which may be updated from time to time. You should read the Risk Warning carefully, however it does not explain all of the risks that may arise, or how such risks relate to your personal circumstances.

It is important that you fully understand the risks involved before making a decision to use the Binance Services.

We are not your broker, intermediary, agent or adviser and we do not have any fiduciary relationship or obligation to you in connection with any Transactions or other activities you undertake when using the Binance Services. We do not provide investment or consulting advice of any kind, and no communication or information that we provide to you is intended as, or should be treated as, advice of any kind.

It is your responsibility to determine whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance and you are responsible for any associated loss or liability. We do not recommend that any Digital Asset should be bought, earned, sold or held by you. Before making the decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial advisor. We are not responsible for the decisions you make to buy, earn, sell or hold Digital Assets based on the information provided by us, including any losses you incur arising from those decisions.

INFORMATION ABOUT OUR AGREEMENT WITH YOU

1. Introduction

1.1 **About us**. The Binance group is a global blockchain and ecosystem centred around an online exchange for Digital Assets trading, which provides users with a trading platform to buy and sell Digital Assets, an integrated custody solution allowing users to store their Digital Assets and other Digital Asset-related services.

InvestbyBit Pty Ltd ACN 621 652 579 (trading as Binance Australia) is currently in the process of applying for an Australian Financial Services Licence (**AFSL**) and is relying on the Australian Securities and Investments Commission (**ASIC**) class no-action letter (dated 29 October 2025) for the transition to licensing for providers of financial services involving digital asset financial products operating in Australia. Binance Australia is registered with the Australian Transaction Reports and Analysis Centre (**AUSTRAC**) as a virtual asset service provider (**VASP**) (VASP number 100576141-001) under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2024* (Cth) (AML/CTF Act) and the *Anti-Money Laundering and Counter-Terrorism Financing Rules 2025* (Cth) (AML/CTF Rules).

To the extent Binance provides financial products or financial services that are regulated in Australia, the Australian regulatory protections applicable to those products or services will apply. However, not all Binance Services are regulated as financial products or financial services in Australia, and the regulatory treatment of Digital Assets may change over time. Before using any Binance service, you should read and consider the Terms, Risk Warning, Product Disclosure Statement (**PDS**), Financial Services Guide (**FSG**), Target Market Determination (**TMD**) and any other disclosure documents made available by Binance.

The information, materials and communications made available by Binance, whether online or otherwise, are general in nature only. Unless expressly stated otherwise, nothing in those materials or communications constitutes legal, tax or personal financial product advice, or a recommendation that any particular digital asset, transaction or service is appropriate for you. Any general financial product advice has been prepared without taking into account your objectives, financial situation or needs. You should consider whether any information or general advice is appropriate for you having regard to your own circumstances.

Complaints relating to financial services provided by Binance that are regulated in Australia may fall within the jurisdiction of the Australian Financial Complaints Authority (**AFCA**). However, AFCA coverage does not extend to the Binance platform as a whole or to products and services that are not regulated in Australia. Digital Assets and fiat currency held with or through the Binance platform are not covered by the Financial Claims Scheme administered by the Australian Prudential Regulation Authority (**APRA**).

1.2 **These Terms**. By registering to open a Binance Account you are entering into a legally binding agreement with us. These Terms will govern your use of the Binance Services and tell you who we are, how we will provide the Binance Services to you, how these Terms may be changed or terminated, what to do if there is a problem, and other important information.

You must read these Terms, together with the documents referenced in the Terms, carefully and let us know if you do not understand anything.

Where any Local Terms apply to your use of the Binance Services, such Local Terms will take precedence over these Terms.

1.3 **Additional documents**. These Terms refer to a number of additional documents which also apply to your use of the Binance Services. This includes:

a. Our Privacy Notice, which sets out the terms on which we process any personal data we collect about you, or that you provide to us.

b. Our Risk Warning, which sets out important information on the risks that can arise when buying, selling, holding or investing in Digital Assets.

c. The Fee Structure page on our Website.

d. our [Prohibited Use Policy] which sets out the rules and restrictions on how you may use the Binance Services, including the types of activities and conduct that are not permitted on the Binance Platform.

e. our AI Policy;

f. our Global Community Guidelines;

g. our Live Chat Policy; and

h. Product Terms, which set out additional terms and conditions that will apply to your use of specific Binance Services.

You acknowledge that you will be bound by, and agree that you will comply with, any relevant additional terms and conditions that apply to your use of the Binance Services.

2. Eligibility

2.1 **Eligibility criteria**. To be eligible to register for a Binance Account and use the Binance Services, you must:

a. be an individual, corporation, legal person, entity, trustee, partner or other organisation with the full power, authority and capacity to (1) access and use the Binance Services; and (2) enter into and comply with your obligations under these Terms;

b. if you are an individual, be at least 18 years old;

c. if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you must be duly authorised to act on behalf of and bind such legal entity for the purposes of entering into these Terms;

d. not have been previously suspended or removed from using Binance Services;

e. not be a Restricted Person;

f. not currently have an existing Binance Account;

g. not be located, incorporated, otherwise established in, a citizen of, or resident of, or have business operations in:

   i. jurisdiction where it would be illegal under Applicable Law for you to access or use the Binance Services, or cause us or any third party to contravene any Applicable Law; or

   ii. a country listed in our List of Prohibited Countries; and

h. if you enter into these Terms in your capacity as a trustee of a trust or a partner in a partnership, you must be duly authorised under the relevant trust deed or partnership agreement (as applicable) to act on behalf of and bind such legal entity for the purposes of entering into these Terms.

2.2 **Amending our eligibility criteria**. We may amend our eligibility criteria at any time. Where possible, we will give you at least fourteen (14) calendar days' notice in advance of any change that may adversely affect your eligibility. However, we may occasionally need to make changes without telling you in advance. This may include where:

a. we are making the change as a result of legal and/or regulatory changes;

b. the changes being made are in your interest; and/or

c. there is any other valid reason which means there is no time to give you notice.

2.3 Where we are unable to give you advance notice, we will let you know of the change as soon as possible after it is made.

3. How we contact each other

3.1 **How you can contact us**. For more information on Binance, you may refer to the information found on our Website. If you have questions, feedback or complaints you can contact us via our Customer Support team at https://www.binance.com/en-AU/support. These Terms may specify contact details for particular notices. This address is not monitored for those notices.

3.2 **How we will contact you**. We will contact you using the details you provide to us. This may include contacting you by email, SMS or telephone. It is important that you ensure that your contact details are correct and up to date. If your contact details change, you must let us know immediately. If you do not, we will not be responsible if you do not receive information, notices or other important information from us.

4. Binance Services

4.1 **Specific product terms**. Once you have opened a Binance Account, you will be able to use the Binance Services in accordance with these Terms and the Product Terms that govern your use of each specific Binance Service.

4.2 **Intra-group services**. You acknowledge and agree that some of the Binance Services may be provided by Binance Affiliates, as set out in the relevant Product Terms.

5. Chat Service

5.1 **Availability of Chat Service**. We may make our interactive online chat service available to you (“**Chat Service”**) at any time in connection with your use of any of the Binance Services.

5.2 **Important information**. The Chat Service is provided to help you understand the Binance Services. Our Chat Service will make reasonable efforts to provide you with accurate and current information based on your question or need. Nothing we communicate in the Chat Service will be considered a legal agreement, representation or warranty as to the Binance Services, processes, decisions, or response times, except to the extent required by Applicable Law. Any personal information shared with us when using the Chat Service will be subject to our Privacy Notice. Where Binance AI is used in a Chat Service it will be subject to our AI Policy. When engaging with us through use of the Chat Service, you authorise us to monitor, analyse, save, and or otherwise process your chat history. By using a Chat Service you acknowledge and consent to our use of your chat history for the purpose of improving our services, detecting fraud, and complying with our legal obligations

5.3 **Non-Human Chats.** When using a Chat Service, you may interact with a chatbot, AI chatbot or other non-human agent. We will disclose the use of a chatbot, AI chatbot or other non-human agent, to the extent required by disclosure obligations under Applicable Law.

5.4 **Human Chats**. In addition, we may make available to you chats that allow you to interact directly with other users of the Platform (“**User Chat**”) and/or a Binance customer support representative ("**Support Chat**").

5.5 **Prohibited actions.** You must not use the Chat Service or any User Chat or Support Chat to send any abusive, defamatory, dishonest, or obscene message or any messages intended to manipulate a market or to spread false or misleading information or messages that are otherwise in contravention of Applicable Law, and doing so may result in termination of the Chat Service session and may lead to restrictions on the availability of Binance Services to you.

6. Fees

6.1 **Payment of fees**. You agree to pay all applicable fees in connection with your use of the Binance Services as set out on the Fee Structure page on our Website, or otherwise communicated to you in any relevant Product Terms.

You authorise us to deduct all applicable fees, commissions, interest, charges and other sums that you owe from your Binance Account under these Terms or any Product Terms in accordance with the method of calculation set out on our Fee Structure page. If you owe us an amount in one Digital Asset and do not have sufficient assets in that Digital Asset, we may deduct the sums owed in another Digital Asset to effect payment (in which case we will convert the Digital Asset you hold into the Digital Asset in which the sums owed to us are denominated, or the Fiat Currency equivalent, at the rate currently offered on the Platform or at another commercially reasonable rate we may determine). If there are insufficient Digital Assets in your Binance Account to cover amounts due, any amount due and payable from you is a debt immediately due and owing by you to us.

6.2 **Spread**. In addition to our fees, we may also include a "spread" within our quoted Digital Asset prices. Your continued use of the Binance Services constitutes your express consent to the application of such spread.

6.3 **Amending our fees**. We may adjust our fees from time to time in accordance with clause 18.3 of these Terms.

INFORMATION ABOUT YOUR BINANCE ACCOUNT

7. Creating a Binance Account

7.1 **Account opening**. You must create and maintain a Binance Account in order to access most aspects of the Binance Services and the Platform. This may be a Binance Account for an individual user, or a Corporate Binance Account where the user is a corporation, entity or other organisation.

We may, acting reasonably and in accordance with our risk management policies, refuse any application for a Binance Account or limit the number of Binance Accounts that you may hold. If we refuse an application, we will, where permitted by Applicable Law, provide you with reasons for our decision.

7.2 **Sole benefit**. By opening a Binance Account you agree that:

a. where you are an individual user, you will use your Binance Account only for yourself, and not on behalf of any third party, unless you have obtained our prior written consent; and

b. where you are a corporate user, your Permitted Users will use the Corporate Binance Account only for your benefit, and not on behalf of any third party, unless our prior written consent has been obtained.

You are fully responsible for all activity that occurs under your Binance Account.

7.3 **Identity verification**. You will need to comply with our identity verification procedures before you are permitted to open a Binance Account and access and use the Binance Services, by providing us with certain information about yourself and, where relevant, your Permitted Users. All information that you provide must be complete, accurate and truthful. You must update this information whenever it changes.

You authorise us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity, your source of funds and/or source of wealth, and that of any Permitted Users, or protect you and/or us against fraud, money laundering, terrorist financing or other financial crime, and to take any action we deem necessary based on the results of such inquiries.

When we carry out inquiries, you acknowledge and agree that your personal information, and that of any Permitted Users, may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to our inquiries in full.

You can review our Privacy Notice to have more information about how we process your Personal Data.

7.4 **Enhanced due diligence**. We may also require you to comply with our enhanced due diligence procedures by submitting additional information about yourself, your business or your Permitted Users, providing additional records or documentation, or having face to face meetings with representatives of Binance.

7.5 **Records**. We keep your personal information to enable your continued use of Binance Services, for as long as it is required in order to fulfil the relevant purposes described in the Privacy Notice, and as may be required by law such as for tax and accounting purposes, compliance with Anti-Money Laundering laws, or as otherwise communicated to you. Please review our Privacy Notice for more information on how we collect and use data relating to the use and performance of our Sites and the Binance Services.

7.6 **Sub-Accounts**. At our discretion, you may create and access a Binance Sub-Account. Each natural person associated with a Binance Sub-Account is subject to the identity verification requirements set out in this clause 7. Only one natural person or corporate entity may be associated with a particular Binance Sub-Account.

8. Information requests

8.1 **When we may request information**. We may require information from you at any time for the purposes of complying with any Applicable Law, identity verification requirements, or in connection with the detection of money laundering, terrorist financing, fraud, or any other financial crime, or for any other valid reason. You agree to provide us with any such information we request and permit us to keep a record of the information for at least seven (7) years, or such other period as prescribed by Applicable Law.

8.2 **What happens when you provide information**. Your access to your Binance Account and the Transaction limits that apply to your use of the Binance Services may be altered as a result of information collected about you on an ongoing basis. If there is a reasonable suspicion that any information provided by you is wrong, untruthful, outdated, or incomplete, we may send you a notice to request corrections, remove relevant information, or do such other things that we consider necessary to ensure that the information provided by you is true and correct.

8.3 **If you fail to provide any requested information**. You must comply with any information request we send to you within a reasonable period. If you decline to provide the requested information, or otherwise do not comply within a reasonable time, we may, after giving you written notice and a reasonable opportunity to respond, suspend or terminate your access to your Binance Account or to all or part of the Binance Services. We may act without notice only where required by Applicable Law or to prevent fraud or other serious harm.

9. Accessing your Binance Account

9.1 **Access**. To access your Binance Account you or, where relevant, your Permitted Users, must have the necessary equipment (such as a computer or smartphone) and access to the internet. Your Binance Account can be accessed directly using the Platform or by such other mode of access (including APIs) as we may prescribe. You are only permitted to access your Binance Account by using the Access IDs we provide to you or your Permitted Users for such purposes. We may require multi-factor authentication to keep your Binance Account safe and secure.

The use of the Platform and other access methods may be subject to such additional terms as we communicate to you.

9.2 **Restricting access to third parties**. You must ensure that any Binance Account(s) registered under your name will not be used by any person other than yourself or, with respect to Corporate Binance Accounts, your Permitted Users, other than in accordance with these Terms.

10. Account information and Transaction records

10.1 **Your Account History**. You will be able to access your Account History on the Platform. You must review your Account History carefully and let us know if you see any entries or Transactions that you do not recognise or you think are incorrect within fourteen (14) calendar days of the date that your Account History is provided or made available to you.

10.2 **Errors**. We may rectify any error in your Account History at any time, and reserve the right to void or reverse any Transaction involving or deriving from a Manifest Error or to amend the details of such Transaction to reflect what we reasonably consider to be the correct or fair details of such a Transaction absent Manifest Error. If we exercise this right, we will promptly notify you and, where the rectification materially affects your position, we will consult with you before taking action (except where immediate action is required to prevent loss). This clause does not limit any rights you may have under the Australian Consumer Law or other Applicable Law, and does not exclude or limit our liability for fraud, wilful misconduct, or gross negligence.

10.3 **Information sharing**. We may be required under Applicable Law to share information about your Binance Account and Account History with third parties. You acknowledge and agree that we are entitled to disclose such information. For more information about how we process your personal data you can review our Privacy Notice.

USING YOUR ACCOUNT

11. Instructions

11.1 **Giving Instructions**. You must ensure that any Instruction submitted is complete and accurate. We are not required to verify the accuracy, authenticity or validity of any Instruction and will not monitor or reject Instructions on the basis that they are, or appear to be, duplicates. However, if we are in doubt as to the accuracy, authenticity or validity of an Instruction, we may refuse to act upon or defer acting upon any Instruction, or seek further information with respect to the Instruction.

Instructions are irrevocable once submitted and you cannot withdraw or cancel an Instruction without our written consent. Your Instruction is not deemed to be received by us until it has been received by our server. Our record of all Instructions will be conclusive and binding on you for all purposes, unless there is a manifest error.

11.2 **Acting on your Instructions**. By submitting an Instruction you or your Permitted Users are authorising us to initiate the Transaction on your Binance Account. We are therefore authorised to credit or debit (or provide settlement information to third parties for the purposes of the third party crediting or debiting) your Digital Assets from your Binance Account in accordance with your Instruction. If you have insufficient Digital Assets or Fiat Currency in your Binance Account to effect the Transaction (i.e. less than the required amount to settle the Transaction and to pay all the fees associated with the Transaction), then we have the right to refuse to effect any Transaction. It is your responsibility to hold sufficient Digital Assets or Fiat Currency credited in your Binance Account.

11.3 **Protection of Instructions**. You are aware that Instructions and information transmitted on the Platform or by email are generally transmitted via the internet and may be routed via public, transnational installations which are not specifically protected. We will implement and maintain reasonable security measures to protect Instructions and information, but we cannot guarantee that transmissions will be completely protected against unauthorised access, and you accept the associated risks to the extent permitted by Applicable Law.

12. Transactions

12.1 **Entering into Transactions**. You may enter into Transactions directly with us, or directly with other users, which may or may not be facilitated by us.

We do not represent or warrant that any Transaction will be completed successfully or within a specific time period. However, we will use reasonable endeavours to process Transactions in a timely manner.

12.2 **Unauthorised Transactions**. You are responsible for the control and use of your Binance Account. We will assume that you, or a Permitted User, have authorised any Instruction sent from your Binance Account unless we are notified otherwise. It is important that you monitor your Account History to ensure any unauthorised or suspicious activity on your Binance Account is identified and notified to us as soon as possible. Subject to clause 30.3, we are not responsible for any claim or loss resulting from a Transaction executed as a result of an unauthorised Instruction, unless you have notified us in accordance with this clause and we have failed to take reasonable steps to prevent the loss, or the loss was caused by our breach of these Terms, negligence, or wilful misconduct.

12.3 **Retention of Transaction information**. To facilitate compliance with global industry standards for data retention, you agree to permit us (but agree to not require us) to keep a record of all Transaction information for the lifetime of your Binance Account as long as it is required to fulfil their intended purposes, or such other period as prescribed by Applicable Law. Please review our Privacy Notice for more information on how we collect and use data relating to the use and performance of our Sites and the Binance Services.

13. Material interests and conflicts

13.1 **Binance group**. You understand that Binance is a member of a group of companies which is involved in activities connected with Digital Assets.

13.2 **Market makers**. You acknowledge, agree, and accept that: (1) we may appoint one or more market makers (which may include Binance Affiliates acting in such capacity) to provide liquidity on the Platform, and any such market maker may enter into any Transaction with you as your counterparty; (2) market makers may also maintain positions in various Digital Assets as part of their market making activities, including positions in Digital Assets that are contrary to your positions; and (3) such market making activities may be done by way of algorithmic trading.

Such market making activity can have an impact on the price of Digital Assets and the liquidity at levels necessary to execute a transaction. We will not deliberately carry out market making activity with the intention of harming your interests and will endeavour to minimise any market impact. We may realise a profit, or equally, a loss, in connection with market making activity.

13.3 **Nature of our duties**. You understand and agree that neither your relationship with us nor any Binance Service we provide to you will give rise to any fiduciary duties on our part or on the part of any Binance Affiliate, save as expressly set out in these Terms or as required by Applicable Law. We and any Binance Affiliate may from time to time act in more than one capacity, and in those capacities we may receive fees or commissions from more than one user (including you). You agree that we may act in such capacities and provide other Binance Services or carry out any business with or for you, any Binance Affiliate or any other user.

13.4 **Material interests**. You understand and agree that neither we nor any Binance Affiliate will be required to: (1) have regard to any information known to us, or to any Binance Affiliate, which is a material interest; (2) disclose any such information to you; or (3) use any such information for your benefit. You further acknowledge that from time to time we may receive general market information in the course of providing Binance Services to you, which we may use in the ordinary course of our business.

13.5 **Conflicts of interest**. We have established and maintain effective organisational and administrative arrangements with a view to taking all appropriate steps to identify and manage conflicts of interest between us and our users and relevant third parties, so as to prevent conflicts of interest from adversely affecting the interests of our users. In cases where such organisational and administrative arrangements are not sufficient to ensure that the risks of damage to your interests will be prevented, we will inform you of the nature and/or sources of the relevant conflicts of interest and the steps taken to mitigate those risks in order to allow you to make an informed decision as to whether to continue to transact with us. We reserve the right at all times to decline to act for you where we are not able to manage a conflict of interest in any other way.

14. Transaction limits

14.1 **Your Transaction limits**. Your Binance Account may be subject to a limit on:

a. the amount or volume of Transactions you may undertake in connection with your Binance Account; and/or

b. the amount or value of Fiat Currency or Digital Assets you may transfer into or out of your Binance Account,

in each case in a given period (e.g. daily). Any applicable limits are shown in your Binance Account.

14.2 **Changes to your Transaction limits**. We may change any Transaction limit that applies to your Binance Account, acting reasonably and in accordance with our risk management policies. Where we reduce your Transaction limits, we will give you reasonable notice and, where permitted by Applicable Law, provide you with reasons for the change. You may request a change in your limits, and any change will be subject to our reasonable assessment and any further conditions that we reasonably consider necessary.

15. Supported Digital Assets

15.1 **Supported Digital Assets**. The Binance Services are only available in connection with Supported Digital Assets, which may change from time to time. A list of the Supported Digital Assets is published on our Website. We may remove or suspend one or more Digital Assets from the list of Supported Digital Assets by giving you at least 14 days' notice (or such shorter period as is reasonably necessary due to regulatory requirements, security concerns, or technical issues beyond our reasonable control). When this occurs, you will no longer be able to access the Digital Assets that have been removed or suspended through the Binance Services, and will be permitted to withdraw such Digital Assets from your Binance Account during a reasonable withdrawal period. We will only convert such Digital Assets to a different type of Digital Asset with your consent, or where conversion is reasonably necessary and we are unable to contact you after reasonable efforts.

We will use reasonable efforts to assist you with the withdrawal or transfer of Digital Assets that we no longer support. However, we do not accept liability for loss arising from your use of your Binance Account for Digital Assets that we have notified you we do not support.

15.2 **Forks**. We may temporarily suspend any Binance Services in relation to a particular Digital Asset while we determine whether or not to support a Fork. We are under no obligation to support a Fork of a Digital Asset that you hold in your Binance Account, regardless of whether any resulting version of such Forked Digital Asset is a Dominant Digital Asset or not. If we elect to support a Fork of a Digital Asset, we will make a public announcement through our Website or by such other means as we may deem appropriate. If we elect not to support a Fork of a Digital Asset, such Forked Digital Asset will cease to be a Supported Digital Assets, in which case, the use and conversion of such a Digital Asset will be affected by clause 15.1.

You acknowledge that we have no control over, nor do we have any ability to influence, the creation or implementation of a Fork. We can provide no assurances about the security, functionality or supply of any Digital Asset, including both the new Dominant Digital Asset or other Digital Assets subject to the relevant Fork. You may not be able to trade the Forked Digital Assets on the Platform and you may lose any value associated with the relevant Digital Assets.

15.3 **Backed Digital Assets**. We may from time to time support Digital Assets that purport to be backed by or otherwise tied or pegged in value to another asset, including Digital Assets, Fiat Currency or commodities such as silver or gold ("**Backed Digital Assets**"). You agree that you have read, understood and accepted all of the terms and conditions and risks associated with each particular Backed Digital Asset before entering into any Transaction relating to that Backed Digital Asset. We have no obligation to purchase, repurchase or effect or facilitate the redemption of your Backed Digital Assets. We reserve the right to change, suspend, or discontinue any service in relation to any Backed Digital Asset in accordance with clause 15.1. We make no representation as to whether any particular Backed Digital Asset will hold its value as against any asset, nor as to the amount or quality of reserves or collateral held by each issuer or any third party in relation to any Backed Digital Asset. This clause does not affect any rights you may have under the Australian Consumer Law.

16. Account security

16.1 **Your responsibility**. You are responsible for taking appropriate action to protect your hardware and data from viruses and malicious software, and any inappropriate material. Except as provided by Applicable Law, you are responsible for backing up and maintaining duplicate copies of any information you store or transfer through the Binance Services. Subject to clause 30.3, we are not responsible for any claim or loss resulting from your failure to comply with any obligations set out in this clause 16, unless the loss was caused by our breach of these Terms, negligence, or wilful misconduct.

16.2 **Security measures**. At all times, you and any Permitted Users shall maintain adequate security and control of all of your Access IDs. You are responsible for taking the necessary security measures (or ensuring that your Permitted Users take such measures) to protect your Binance Account and to keep your Access ID secure, including by:

a. strictly abiding by all of our mechanisms or procedures;

b. creating a strong password and maintaining security and control of your Access IDs;

c. keeping the Email Account and telephone number provided to us up to date in order to receive any notices or alerts that we may send you;

d. never allowing remote access or sharing your computer and/or computer screen with someone else when you are logged on to your Binance Account;

e. remembering that under no circumstances will we ask you to share your passwords or 2-factor authentication codes; and

f. logging out from the Sites or the Platform at the end of each visit.

You must keep the Email Account and Access IDs secure against any attacks and unauthorised access. You must notify us immediately if you have knowledge or have reason for suspecting that the security of your Email Account, or that of a Permitted User, has been compromised or if there has been any unauthorised use of your or any Permitted User's Email Account.

16.3 **Monitoring your Account History**. It is important that you monitor your Account History to ensure any unauthorised or suspicious activity on your Binance Account is identified and notified to us as soon as possible. You acknowledge that any Security Breach may result in unauthorised access to your Binance Account by third parties and the loss or theft of any Digital Assets and/or funds held in your Binance Account and any associated accounts, including your linked bank account(s) and credit card(s).

16.4 **If you suspect a Security Breach**. If you suspect a Security Breach, you must ensure that:

a. we are notified immediately using the details set out in clause 3.1 and continue to be provided with accurate and up to date information throughout the duration of the Security Breach;

b. your Binance Account is immediately locked via the disable account function on the Platform or via any other method as may be prescribed by us from time to time; and

c. you take any other steps that we may reasonably require to reduce, manage or report any Security Breach.

We reserve the right to request, and you agree to provide, any and all information and documents we deem relevant or necessary in connection with an actual or suspected Security Breach, and may provide such information to any third party that we deem necessary in order to resolve any Security Breach.

OTHER IMPORTANT INFORMATION

17. Privacy and AI

17.1 **The Privacy Notice.** Our collection and use of personal information in connection with these Terms, the Binance Services, the Platform and any Site is as provided in our Privacy Notice (as updated from time to time). By registering for a Binance Account, accessing the Platform, and/or using the Binance Services, you acknowledge that we may process personal data in relation to you that you have provided to us, or we have collected from you in connection with these Terms and in accordance with the Privacy Notice. Your personal data will be processed in accordance with the Privacy Notice, which shall form part of these Terms.

You represent and warrant that:

a. you have read and understood our Privacy Notice.

b. our business changes regularly and our Privacy Notice will change also. Therefore, if from time to time we provide you with a replacement version of the Privacy Notice, you will promptly read the Privacy Notice.

17.2 **AI Policy**. Artificial intelligence may be used in connection with these Terms, the Binance Services and the Platform, as provided in our AI Policy (as updated from time to time).

You represent and warrant that:

a. you acknowledge that Binance AI may be used by us for processing of your information, providing you information, or for the creation of information. AI Inputs and AI Outputs, as defined in our AI Policy, may include content that contains third party data; and

b. you acknowledge that you have read and understood our AI Policy.

18. Changes to these Terms

18.1 **How and when we can make changes**. We may make changes to these Terms and any terms and conditions incorporated by reference (including any Product Terms) from time to time, where there is a valid reason for the change. We will let you know of any changes by email or via our Website.

We will let you know in advance of most changes and will give you fourteen (14) calendar days' notice, or such other period that is reasonable in the circumstances (**Change Notice Period**), before the changes take effect. However, we may occasionally need to make changes without telling you in advance. This may include where:

a. we are making the change as a result of legal and/or regulatory changes;

b. the changes do not adversely affect your interest;

c. the changes are to make these Terms clearer to you; and/or

d. there is any other valid reason which means it is not reasonably practicable to give you advance notice.

Where we are unable to give you advance notice, we will let you know of the change as soon as possible after it is made.

18.2 **When changes come into effect**. Save where changes come into effect immediately in accordance with clause 18.1, the updated Terms will come into effect at the end of the Change Notice Period. If you do not wish to accept the changes, you can close your Binance Account in accordance with clause 19.1 of these Terms before the end of the Change Notice Period. If you continue to access or use Binance Services after the end of the Change Notice Period, you will be deemed to have accepted the changes.

18.3 **Changes to fees**. We may also make changes to the fees set out in the Fee Structure page on our Website, including introducing new fees or charges. If we increase any fee, we will give you at least 14 days' notice before the change takes effect. If you do not wish to accept the changes, you can close your Binance Account in accordance with clause 19.1 of these Terms. If you continue to access or use Binance Services after the end of the notice period, you will be deemed to have accepted the changes.

If there is no increase to the fee then we may not tell you in advance. Any reduction in fees will come into effect on the date of amendment to the fees as set out in the Fee Structure page on our Website.

19. Closing your Binance Account

19.1 **Your right to close your Binance Account**. You may terminate your Binance Account at any time by following the account termination procedures as prescribed by us from time to time. You will not be charged for terminating your Binance Account, although you will be required to pay any outstanding amounts owed to us. You authorise us to cancel or suspend any pending transactions at the time of cancellation, and to deduct any outstanding amounts that you owe us from your Binance Account.

In certain cases, you may not be able to close your Binance Account, including where:

a. we reasonably believe that you are closing your Binance Account to evade an investigation by a Regulatory Authority;

b. you have a pending Transaction or an open Dispute;

c. your Binance Account has any outstanding amounts owed to us and there are insufficient funds in your Binance Account for us to set off the outstanding amounts against; or

d. your Binance Account is subject to a Court order, administrative order from a Regulatory Authority, or a valid Instruction imposing a freeze, hold, limitation or reserve.

19.2 **What happens when your Binance Account is closed**. If your Binance Account is closed, you will be required to withdraw all Digital Assets held in your Binance Account within 90 days. If you have not withdrawn your Digital Assets or accessed your Binance Account for a continuous period of 90 days, we will send you notice of our intention to treat your account as dormant to your registered email address and any other contact details you have provided to us.

19.3 **What happens when your account becomes dormant**. If you do not respond to the notice referred to in clause 19.2 within 30 days, we may take the following steps:

a. mark your Binance Account as a dormant account;

b. close any open positions;

c. convert the Digital Assets to a different type of Digital Asset, but only where this is reasonably necessary for the proper management of the dormant account and we have been unable to contact you after reasonable efforts. We will use commercially reasonable rates for any conversion;

d. transfer such dormant account (including any Digital Assets held in the account) to another Binance Affiliate, any third-party custodian or an isolated wallet where we consider it is reasonably necessary to do so. If this happens, you have the right to retrieve your Digital Assets, subject to satisfying our reasonable verification requirements;

e. charge a reasonable dormant account fee to cover the actual costs of maintaining the Digital Assets with any Binance Affiliate or any third party, with such fee to be disclosed on our Website and withdrawn directly from the dormant account on a monthly basis; and

f. close a dormant account at any time.

After a dormant account is closed, it cannot be reactivated and you will need to register a new Binance Account, in accordance with these Terms, if you wish to continue to use any Binance Service. You acknowledge that we will be under no obligation to pay any reward, incentive or interest which we might otherwise have agreed to pay, under the applicable Product Terms, to your dormant account in relation to the Digital Assets credited to it.

20. Termination, suspension, holds and restrictions

20.1 **Our right**. We may at any time modify or discontinue, temporarily or permanently, any portion or feature of the Binance Services. In particular, we may: (1) refuse to complete or block, cancel, or, where permitted by Applicable Law, reverse any Transaction you have authorised; (2) terminate, suspend, or restrict your access to any or all of the Binance Services; (3) terminate, suspend, close, hold or restrict your access to any or all of your Binance Account(s); (4) refuse to transmit information or Instructions to third parties (including but not limited to third-party wallet operators); and/or (5) take whatever action we consider necessary, in each case with immediate effect and for any reason including, but not limited to where:

a. you are not, or are no longer, eligible to use one or more Binance Services;

b. we reasonably suspect that:

i. the person logged into your Binance Account is not you, or we suspect that the Binance Account has been or will be used for any illegal, fraudulent, or unauthorised purposes;

ii. the person logged into your Corporate Binance Account is not a Permitted User, or we suspect that the Corporate Binance Account has been or will be used for any illegal, fraudulent, or unauthorised purposes;

iii. more than one natural person has access to and/or transacts using the same Binance Account, or we suspect that Binance Account has been or will be used for any illegal, fraudulent, or unauthorised purposes including scam activities;

iv. information provided by you is wrong, untruthful, outdated, or incomplete;

c. we have reasonable concerns in relation to your creditworthiness or financial status, including:

i. in the event that you are an individual, you become bankrupt, of unsound mind, commit an act of bankruptcy, or have action to place you in bankruptcy commenced against you;

ii. in the event that you are acting on behalf of a partnership, any of the partners die or become bankrupt or of unsound mind, commit an act of bankruptcy, or have action to place any of the partners in bankruptcy commenced, or if action is commenced to dissolve and/or alter the partners or the constitutions of the partnership;

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

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

d. pending submission of such information and documents in accordance with clause 8;

e. pending submission of Enhanced Due Diligence in accordance with clause 7.4;

f. we reasonably consider that we are required to do so by Applicable Law, or any court or authority to which we are subject in any jurisdiction;

g. we have determined or suspect:

i. that you have breached these Terms or any Product Terms;

ii. that you have breached any express or implied warranties in these Terms, or any representations you have made;

iii. that any Transaction is unauthorised, erroneous, fraudulent, or unlawful or we have determined or suspect that your Binance Account or the Binance Services are being used in a fraudulent, unauthorised, or unlawful manner;

iv. there is any occurrence of money laundering, terrorist financing, fraud, scam or any other crime in connection with your Binance Account or your use of the Binance Services;

h. your Binance Account is subject to any pending, ongoing or threatened litigation, investigation, or judicial, governmental or regulatory proceedings;

i. we perceive a heightened risk of legal or regulatory non-compliance associated with your Binance Account activity or the provision of Binance Services to you;

j. you owe amounts to us that are not repaid within a reasonable period of time, whether due to a chargeback or on any other basis;

k. any email communication to your Email Account is returned as undeliverable;

l. any issue that has arisen with the verification of your identity;

m. you have taken any action that may circumvent our controls such as opening multiple Binance Accounts without our written consent or abusing promotions which we may offer from time to time;

n. the continued provision of Binance Services and your continued access or use of the Binance Account are adversely affecting our legitimate business interest;

o. there is another valid reason relating to legal compliance, security, fraud prevention, or the protection of our legitimate business interests.

p. we are permitted or required to do so under Applicable Law.

When we exercise our rights under this clause 20.1, we will give you reasonable notice in advance before our action takes effect, except where: (a) we are required or permitted by

Applicable Law not to provide notice; (b) providing notice would compromise our legitimate security or fraud prevention measures; or (c) immediate action is necessary to prevent material harm. Where we act without advance notice, we will notify you as soon as reasonably practicable after taking action.

20.2 **Your acknowledgement**. You acknowledge and agree that:

a. the examples set out in clause 20.1 above of when we might take action to terminate, suspend, close or restrict your access to your Binance Account and/or the Binance Services are illustrative, and we may take such action where there is another legitimate reason to do so; and

b. our decision to take certain actions, including, without limitations, to terminate, suspend, or restrict your access to your Binance Account or the Binance Services, may be based on confidential criteria that are essential to our risk management and security protocols. We are under no obligation to disclose the details of our risk management and security protocols to you.

20.3 **What happens when we exercise our right**. Where we terminate, suspend, hold or restrict your access to one or more Binance Services:

a. if you have Instructions, trades, positions or Transactions that are open, they may be closed by you, or by us, depending on the circumstances of the termination, suspension, hold, restriction or other action we take;

b. any chargeback resulting from the use of your Binance Account or Binance Services may result in an immediate suspension and/or restriction of your Binance Account and Binance Services;

c. to reactivate suspended and/or restricted Binance Account or Binance Services, you may be required to reimburse us for the full value of the chargeback, including any amounts that are owing to us including any applicable Fees;

d. you are liable for any credited amounts in case of a chargeback, and you authorise and grant us the right to deduct costs and fees directly from any assets in your Binance Account; and

e. subject to clause 20.4 (relating to unlawful possession) and clause 30.3, any amount due and payable from you under this clause is a debt immediately due and owing by you to us in such amount and form (whether in the form of a Digital Asset, Fiat Currency or otherwise) as we may reasonably determine.

20.4 **Unlawful possession**. If we are informed and reasonably believe that any Digital Assets or Fiat Currencies held in your Binance Account are stolen or otherwise are not lawfully possessed by you (whether by error or otherwise), we may place a hold on the affected funds and your Binance Account. Where we place a hold, we will notify you and provide you with an opportunity to respond, except where we are prevented from doing so by Applicable Law or a court or regulatory order. We may continue such hold until such time as evidence, acceptable to us acting reasonably, proves that you are entitled to possession of the Digital Assets and/or Fiat Currency held in your Binance Account, or we are required by a court or regulatory order to release or deal with the assets.

20.5 **Access to Binance Services in other jurisdictions**. Residents of some countries may only be able to access some, but not all, Binance Services. We may change the Binance Services that are available to you from time to time. If you travel to a location included on our List of Prohibited Countries, Binance Services may not be available and your access to the Binance Services may be blocked. You acknowledge that this may impact your ability to trade on the Platform and/or monitor any existing orders or open positions or otherwise use the Binance Services. You must not attempt in any way to circumvent any such restriction, including by use of any virtual private network to modify your internet protocol address.

INTELLECTUAL PROPERTY

21. Background IP

The Binance IP shall remain vested in Binance.

22. Licence of Binance IP

We grant to you a non-exclusive licence for the duration of these Terms, or until we suspend or terminate your access to the Binance Services, whichever is sooner, to use the Binance IP, excluding the Trade Marks, solely as necessary to allow you to receive the Binance Services for non-commercial personal or internal business use, in accordance with these Terms.

23. Licence of User IP

23.1 **Your grant of licence**. You grant to us a non-exclusive, royalty-free licence for the duration of these Terms to use the User IP to the extent it:

a. forms part of, or is necessary for the use of, any Created IP; and

b. is necessary to allow us to provide you with the Binance Services, from time to time.

23.2 **Our right to sub-licence**. The licence granted by you under this clause includes our right to sub-licence to a third party to the extent required to enable us and any Binance Affiliates to provide you with the Binance Services, or any part of them.

24. Created IP

24.1 **Created IP.** The Created IP shall automatically vest in us from time to time on the date on which it is created.

24.2 **Assignment**. You assign to us (and agree to procure that any agents, representatives or contractors assign), with full title guarantee, title to all present and future rights and interest in the Created IP, to the extent reasonably necessary for us to provide the Binance Services.

If requested to do so, you will (and agree to procure that any agents, representatives or contractors will), without charge to us, sign and/or execute all documents and do all such acts as we may require to perfect the assignments under this clause.

25. User Materials

25.1 **We are not responsible**. You agree and acknowledge that: (1) we are not responsible for any User Material (whether provided by you or by third parties) which may be made available on the Platform or the Sites; and (2) use of any such User Material is at your own risk and that we do not provide any warranties in relation to the same.

25.2 **Our rights**. We may remove, modify or reject any content that you submit to, post or display on the Platform or the Sites (including any User Material) where we reasonably consider it is necessary to comply with Applicable Law, protect users, or enforce these Terms. We will give you notice of such action where reasonably practicable. We may take other action as we reasonably consider appropriate, including giving a written warning to you, suspending or terminating your Binance Account (if any), or suspending your access to the Platform and/or the Sites, in accordance with clause 20. We may restrict you from future use of Binance Services where there has been a serious or repeated breach of these Terms.

YOUR OBLIGATIONS AND LIABILITY

26. Prohibited use

26.1 By opening a Binance Account, and without prejudice to any other restriction or limitation set out in these Terms, you agree that you and any Permitted User will not:

a. breach these Terms or any agreement entered into pursuant to, or in connection with, these Terms, including, but not limited to, any Product Terms;

b. use Binance Services in a manner that violates public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prevent other users from using Binance Services;

c. use Binance Services for resale or commercial purposes, including transactions on behalf of other persons or entities, unless expressly agreed by us in writing;

d. use the Binance Services for anything which, in Binance's sole opinion, is conduct designed to control or artificially affect the price of any Digital Asset including, without limitation, pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by Applicable Law;

e. engage in fraudulent or scam activities, or cause us to suspect that you or any Permitted User have engaged in fraudulent or scam activities and/or Transactions;

f. (1) receive, or attempt to receive, funds from both us and another user for the same Transaction during the course of a Dispute; (2) conduct your business or use the Binance Services in a manner that results in, or may result in, complaints, Disputes, claims, reversals, chargebacks, fees, fines, penalties, or other liability to us, other users, third parties, or yourself; and (3) allow your Binance Account to have a negative value or quantity of Digital Assets;

g. provide false, inaccurate or misleading information in connection with your use of the Binance Services, in communications with us, or otherwise connected with these Terms;

h. (1) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the Platform, or replicate or bypass the navigational structure or presentation of Binance Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through Binance Services; (2) attempt to access any part or function of the Platform without authorisation, or connect to Binance Services or any of our servers or any other systems or networks of any Binance Services provided through the Platform by hacking, password mining or any other unlawful or prohibited means; (3) probe, scan or test the vulnerabilities of Binance Services or any network connected to the Platform, or violate any security or authentication measures on Binance Services or any network connected to Binance Services; (4) reverse look-up, track or seek to track any information of any other users or visitors of Binance Services; (5) take any actions that impose an unreasonable or disproportionately large load on the infrastructure of systems or networks of Binance Services or Binance, or the infrastructure of any systems or networks connected to Binance Services; (6) use any devices, software or routine programs to interfere with the normal operation of Binance Services or any transactions on Binance Services, or any other person's use of Binance Services; or (7) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to us;

i. modify or adapt the whole or any part of the Platform or combine or incorporate the Platform into another programme or application;

j. disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code, object code underlying concepts, ideas and algorithms of the Platform or any components thereof;

k. modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or licence, sub-licence, sell, mirror, design, rent, lease, private label, grant security interests in such Binance IP or any part of the intellectual properties, or create derivative works or otherwise take advantage of any part of the Binance IP;

l. facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information in connection with the Binance Services;

m. (1) use an anonymizing proxy; (2) use any temporary, disposable, self-destructive, or similar email address when opening a Binance Account and/or using the Binance Services; (3) use any device, software, or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Sites or the Binance Services; and (4) take any action that may cause us to lose any of the services from our internet service providers, or other suppliers;

n. create, or purport to create, any security over your Fiat Currency or Digital Assets held in any of your Binance Account without our prior written consent;

o. violate, or attempt to violate, (1) any Applicable Law; or (2) ours or any third party's copyright, patent, trademark, trade secret, or other intellectual property rights, or rights of publicity or privacy;

p. engage in any conduct which will or may reasonably be expected to breach, or cause Binance to breach the provisions of the AML/CTF Act and/or the Corporations Act; and/or

q. access, use, or attempt to access or use, Binance Services directly or indirectly with (1) jurisdictions Binance has deemed high risk, including but not limited to, Cuba, Iran, North Korea, Syria, or (2) persons Binance has deemed high risk, including but not limited to, individuals or entities are Restricted Persons.

27. Representations and warranties

You represent and warrant to us, at all times, the following:

a. all documents and information you provide to us are true, accurate, complete, and up to date in all respects, and may be relied upon by us in determining whether or not you are eligible to access the Platform or to use the Binance Services;

b. all decisions made in connection with these Terms were solely and exclusively based on your own judgement and after your own independent appraisal of your financial resources, ability and willingness to take relevant risks and financial objectives;

c. you have full power, authority, and capacity to (1) access and use the Platform and/or the Binance Services; and (2) enter into and deliver, and perform your obligations under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, including, but not limited to, any Product Terms;

d. if you are a corporation, partner in a partnership, or trustee of a trust:

    i. the corporation, partnership or trust has and will be operated in a way that is compliant with Applicable Law and any partnership or trust deeds (or other like documents);

    ii. you will notify us immediately if there is any change, by way of resignation, removal, appointment or death, of any of the directors, partners, trustees, settlor(s) or ultimate beneficial owners or any person authorised to operate your Binance Account; and

    iii. you will inform us immediately if the corporation, partnership, or trust is dissolved either on a voluntary or involuntary basis;

e. all consents, permissions, authorisations, approvals and agreements of third parties and all authorisations, approvals, permissions, consents, registrations, declarations, filings with any Regulatory Authority, governmental department, commission, agency or other organisation having jurisdiction over you which are necessary or desirable for you to obtain in order to (1) access and use the Platform and/or the Binance Services; and (2) enter into and deliver, and perform the Transactions contemplated under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, have been unconditionally obtained in writing, disclosed to us in writing, and have not been withdrawn or amended;

f. these Terms and any agreement entered into pursuant to, or in connection with, these Terms constitute valid and legally binding obligations, enforceable against you in accordance with their respective terms;

g. you are not a Restricted Person;

h. if you are a legal entity, you are duly incorporated, duly organised, and validly existing under the laws of your jurisdiction and have full power to conduct your business. If you are an individual, you are not less than 18 years old;

i. your access and use of the Platform and/or the Binance Services, your execution and delivery of, and the performance of your obligations under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, will not:

    i. if you are a legal entity, partner in a partnership or trustee of a trust, result in a breach of or conflict with any provision of your constitution, articles of association, partnership agreement, trust deed or equivalent constitutive documents;

    ii. result in a breach of, or constitute a default under, any instrument, agreement, document or undertaking to which you are a party or by which you or any of your property is bound or subject;

    iii. result in you, us or any third party breaching any Applicable Law, decree or judgment of any court, or any award of any arbitrator, or those of any governmental or Regulatory Authority in any jurisdiction; and

j. any funds you use to purchase Digital Assets are from legitimate sources and which do not constitute the proceeds of crime or the proceeds of money laundering or terrorism financing for the purposes of the AML/CTF Act.

28. Technology disclaimers

28.1 **No representation or warranty**. To the maximum extent permitted by Applicable Law, Binance Services and any information provided on the Sites and the Platform, including Chat Services, are provided on an “as is” and “as available” basis without any representation or warranty. We do not make any representations or warranties that access to the Sites, the Platform, any of your Binance Account(s), Binance Services, or any of the materials contained therein, will be continuous, uninterrupted, timely or error-free. This could result in the inability to trade on the Platform for a period of time and may also lead to time delays. This clause does not affect any rights you may have under the Australian Consumer Law that cannot be excluded.

28.2 **Suspension of access.** We may, from time to time, suspend access to your Binance Account and/or the Binance Services, for both scheduled and emergency maintenance. We will make reasonable efforts to ensure that Transactions on the Platform are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing, which is dependent upon many factors outside of our control.

28.3 **Content.** Although we make reasonable efforts to update the information on the Sites and the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on the Sites and the Platform, including information in relation to the Binance Services, is accurate, complete or up to date.

28.4 **Third-party websites.** Links to third-party websites (including, without limitation, content, materials, and/or information in the third-party websites) may be provided as a convenience but they are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the content, materials, information or services contained in any third-party websites accessible or linked from the Platform or the Sites.

28.5 **Network Access and Compatibility.** You are responsible for obtaining the data network access necessary to use the Binance Services. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Binance Services and Sites and any updates thereto. Binance does not guarantee that the Binance Services, or any portion thereof, will function on any particular hardware or devices. The Binance Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

29. Indemnity

29.1 **Third-party claims**. Subject to clause 29.4, you agree to indemnify and hold us harmless from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third-party, governmental authority, or industry body, and all claims, liabilities, damages, losses, costs, and expenses, including reasonable legal fees and professional costs (“**Losses**”), to the extent arising out of or in connection with:

a. your breach of a material obligation under these Terms;

b. your fraudulent, negligent, or wilful misconduct;

c. your contravention of any Applicable Law; and

d. your violation of the rights of any third party.

29.2 **Limitations on indemnity**. Your indemnity obligations under clause 29.1 do not apply to the extent that any Loss arises from: (a) our breach of these Terms; (b) our negligence, fraud, or wilful misconduct; (c) our failure to comply with Applicable Law; or (d) any matter for which we are liable under clause 30. Your total liability under this indemnity is limited to the amount of Fees paid by you to Binance in the 12 months preceding the event giving rise to the claim, except in respect of fraud or wilful misconduct.

29.3 **Control**. We reserve the right to assume control of the defence of any third-party claim that is subject to indemnification by you, in which event you will cooperate as reasonably required by us in asserting any available defences. You will not settle any claims or Losses without our prior written consent, which will not be unreasonably withheld.

29.4 **Release**. You agree to release us from claims and demands arising directly out of or in connection with any dispute that you have with any other user or other third party in connection with the Binance Services (including any Digital Asset Transactions) or the subject matter of these Terms, except to the extent that such claims arise from our breach of these Terms, negligence, fraud, or wilful misconduct.

30. Liability

30.1 **Our Liability**. Subject to clause 30.3, our liability, and the liability of the Binance Affiliates, to you or any third parties in any circumstance is limited to the actual amount of direct loss which is caused by our breach of these Terms and which was reasonably foreseeable at the time of the breach, and will in no event exceed the greater of: (a) the amount of Fees paid by you to Binance in the 12 months preceding the event giving rise to the Loss; or (b) AUD $5,000. This limitation does not apply to liability for death or personal injury caused by our negligence, fraud, wilful misconduct, or any liability that cannot be excluded or limited under Applicable Law, including the Australian Consumer Law.

30.2 **Limitations on liability**. Subject to clause 30.3, we are not responsible or liable to you or any other person or entity for indirect or consequential loss (including loss of profits, business, or opportunities) except to the extent caused by our fraud, wilful misconduct, or gross negligence. Without limiting the foregoing, we are not liable for losses arising out of or in connection with:

a. any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs arising out of or in connection with these Terms, including but not limited to:

    i. any risk identified in the Risk Warning, as updated from time to time;

    ii. the operation of the protocols underlying any Digital Asset, their functionality, security, or availability;

    iii. whether Backed Digital Assets hold their value as against any asset, or if the issuer of the Backed Digital Asset holds sufficient reserves in relation to any Backed Digital Asset;

    iv. any action or inaction in accordance with these Terms;

    v. any inaccuracy, defect or omission of Digital Assets price data, any error or delay in the transmission of such data, and interruption in any such data;

    vi. regular or unscheduled maintenance we carry out including any service interruption and change resulting from such maintenance;

    vii. the theft of a device enabled to access and use Binance Services;

    viii. other users' actions, omissions or breaches of these Terms, and any damage caused by actions of any other third parties;

    ix. (1) any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack; (2) any failure, damage, corruption, loss or destruction of your hardware or any records or data stored on your hardware for any reason; or (3) your use of the internet to connect to the Binance Services or any technical problems, system failures, malfunctions, communication line failures, high internet traffic or demand, related issues, security breaches or any similar technical problems or defects experienced;

    x. our decision to reject your application to open a Binance Account(s), in accordance with clause 7.1;

    xi. any termination, suspension, hold or restriction of access to any Binance Account or Binance Services, including your inability to withdraw Digital Assets, issue Instructions or enter into Transactions during the period of any suspension, hold or restriction, in accordance with these Terms or any Product Terms;

    xii. any Transaction limits applied to your Binance Account, in accordance with clause 14.1;

    xiii. any election by us to support or not support Digital Assets, in accordance with clause 15.1;

    xiv. us being unable to contact you using the contact information you provided, in accordance with clause 3.2;

    xv. us closing a dormant account, in accordance with clause 20.3;

    xvi. the failure of a Transaction or the length of time needed to complete any Transaction, in accordance with clause 12.1;

xvii. the market making activities of the market makers, in accordance with clause 13.2;

xviii. our reliance on any Instruction sent from your Binance Account, or the Email Accounts;

xix. our refusal or delay in acting upon any Instruction, in accordance with clause 11.1;

xx. any breach of security of your Email Account or a Security Breach;

xxi. losses caused to you by third party fraud or scams that involve Binance only as the recipient of your Fiat Currency or Digital Assets, and/or the conversion of Fiat Currency to Digital Assets, and/or the transfer of Digital Assets away from our platform at your request;

xxii. any losses arising or in connection with new offerings of Digital Assets, initial coin offerings (ICOs), or the decision to list or not list Digital Assets on the Platform;

xxiii. the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Binance Services or for delays or omissions of the Binance Services, or for the failure of any connection or communication service to provide or maintain your access to the Binance Services, or for any interruption in or disruption of your access or any erroneous communications between us, regardless of cause; and

xxiv. any Transactions, Instructions, or operations effected by you or purported to be effected by you through your Email Account or Binance Account;

b. any loss of business, profits, anticipated savings or opportunities, or any special, punitive, aggravated, incidental, indirect or consequential losses or damages, except to the extent caused by our fraud, wilful misconduct, or gross negligence, or otherwise required by Applicable Law including the Australian Consumer Law; and/or

c. any losses forming part of a Dispute that has not been commenced by way of formal legal action within the limitation period applicable under Applicable Law.

30.3 **Non-excludable rights**. Nothing in these Terms is intended to exclude, restrict, or modify any right or remedy, or any guarantee, warranty, or other term or condition implied or imposed by the Australian Consumer Law, the *Australian Securities and Investments Commission Act 2001* (Cth), or any other Applicable Law that cannot be lawfully excluded or limited. If any guarantee, condition, or warranty is implied into these Terms under the Australian Consumer Law or any other Applicable Law and cannot be excluded (a “**Non-Excludable Guarantee**”), and we breach such Non-Excludable Guarantee, our liability is limited, at our option, to: (a) resupplying the services; or (b) paying the cost of having the services resupplied, except where this limitation is not permitted by Applicable Law.

RESOLVING DISPUTES

31. Notice of Claim - Negotiation, then Arbitration

31.1 In the event that a complaint cannot be resolved by Binance's customer support team within eighty (80) Calendar Days from the date of receipt, you and Binance shall first seek to resolve any claim by submitting to Binance a "Notice of Claim", which must:

(a) describe the nature and basis of the claim or dispute;

(b) set forth the specific relief sought;

(c) provide the original ticket number; and

(d) include your account number and email.

31.2 The submission of the Notice of Claim to Binance commences the dispute resolution procedure. The parties agree to negotiate in good faith for a period of ninety (90) calendar days following delivery of the Notice of Claim with a view to amicably resolving the dispute (which discussions, the Notice of Claim and all documents and communications between the parties in connection with these confidential negotiations, shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

31.3 In the event that the claim cannot be satisfactorily resolved through confidential negotiations under Clause 31.2 within ninety (90) days after you have submitted the Notice of Claim to Binance, either party may refer the claim to arbitration in accordance with Clause 32 (Agreement to Arbitrate) below.

31.4 For the avoidance of doubt, the submission of a Notice of Claim to Binance constitutes a mandatory prerequisite to the commencement of any arbitration.

32. Agreement to Arbitrate

32.1 You and Binance agree that, subject to the immediately preceding clause 31.2 and 31.3 above (Notice of Claim - Negotiation, then Arbitration), any claim shall be exclusively and finally resolved by mandatory final and binding individual (not class) arbitration administered by the International Chamber of Commerce (the "**ICC**") in accordance with the ICC Rules of Arbitration in force at the time of filing of the claim (the "**ICC Rules**"). The ICC Rules are deemed incorporated by reference into this Clause 32.1.

32.2 The tribunal shall consist of three (3) arbitrators to be appointed in accordance with the ICC Rules.

32.3 The seat of arbitration shall be the Abu Dhabi Global Market ("**ADGM**").

32.4 The Emergency Arbitrator Provisions shall not apply.

32.5 The parties expressly agree that the Expedited Procedure Rules shall not apply.

32.6 The arbitral award shall be final and binding on the Parties and may be enforced in any court having jurisdiction.

32.7 For the avoidance of doubt, this arbitration agreement shall not prejudice a party's right to seek interim relief from the ADGM Court.

32.8 The language of the arbitration shall be English.

32.9 No award or procedural order made in the arbitration shall be published.

32.10 The arbitration provisions set forth in this Clause will survive termination of these Terms.

32.11 For the avoidance of doubt, nothing in this section will deprive you of any mandatory legal right from which you benefit under the Applicable Law.

33. Confidentiality

The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, the existence or content of the claim, all documents and information provided or exchanged in connection with the arbitration, and any submissions, orders or awards made in the arbitration shall be kept confidential and no party shall disclose any of the foregoing to any third party except the tribunal, the ICC, the parties, their counsels, experts, witnesses, accountants and auditors, insurers and reinsurers as applicable, and any other persons necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose such confidential information:

a. if the written consent of the other party is obtained;

b. to the extent required by Applicable Law or by the regulations of any regulatory or supervisory authority of competent jurisdiction to which the party is or may become subject to or pursuant to any order of court or other competent authority or tribunal of competent jurisdiction;

c. in connection with the commencement, pursuit or defence by a party of any bona fide legal proceedings to enforce or challenge any award rendered in the arbitration; and

d. to the extent that the relevant confidential information is in the public domain otherwise than by breach of this agreement.

This confidentiality obligation shall survive termination of these Terms and conclusion or stay of any arbitration brought pursuant to these Terms.

34. Governing law

These Terms (including the dispute resolution provisions) shall be governed by, and construed in accordance with, the laws of the ADGM.

35. Class action waiver

You and Binance agree that any claims shall be brought against Binance in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by the Applicable Law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of Binance.

GENERAL

36. General terms

36.1 **Applicable Law**. You and any Permitted User must comply with all Applicable Law, licensing requirements and third party rights (including data privacy laws and anti-money laundering and countering the financing of terrorism laws) in your use of the Binance Services, your Binance Account and the Platform.

36.2 **Notices**. We may give notice to you or any of your Permitted User, by email to your Email Account. It is your responsibility to ensure that the Email Account is up to date and accurate. Notices may be given, and are deemed to be received, if sent to your Email Account, whether or not a notice of delivery failure is received.

You may give us notice only as we direct, which may change from time to time.

Any notice, consent or other communication given under these Terms must be in writing, in English, and signed or otherwise authorised by the party giving it.

36.3 **Announcements**. All official announcements, news, promotions, competitions and airdrops will be listed on the Website. These announcements are important, and may relate to issues that may impact the value of your Digital Assets, or their security. You are responsible for monitoring the Website and reading and considering these announcements.

36.4 **Entire agreement**. The Terms, together with any applicable Product Terms, constitute the whole agreement between you and us with respect to the Binance Services. Each party acknowledges that it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Terms or any Product Terms. This clause does not exclude or limit any rights or remedies you may have under the Australian Consumer Law for misleading or deceptive conduct or false representations.

36.5 **Assignment**. You may not assign or transfer any of your rights or obligations under the Terms without our prior written consent, which will not be unreasonably withheld. We may assign, novate,or transfer any of our rights or obligations under the Terms to a Binance Affiliate or in connection with any merger, acquisition, or other corporate reorganisation involving Binance, provided that such assignment, novation or transfer does not materially adversely affect your rights under these Terms. We will notify you of any such assignment, novation or transfer.

36.6 **Invalidity**. If, at any time, any clause or sub-clause of the Terms is or becomes illegal, invalid, or unenforceable in any respect, neither the legality, validity or enforceability of the remaining clauses or sub-clauses will in any way be affected or impaired.

36.7 **Records**. You agree that we may record any telephone call, video call, email and chat conversations with you, as well as any other forms of communications, including communication used to give Instructions or effect Transactions, between you and us, and that the recordings will constitute evidence of the communications between you and us and may be used to as evidence in any proceedings relating to any agreement with you, respond to inquiries, ensure compliance with applicable laws, improve our services and provide customer support. These records will be our sole property. We have sole discretion to accept or refuse any request from you to access these records.

36.8 **Language**. These Terms may be translated into a language other than the English language. Any such translation is provided solely for your convenience. In the event of inconsistency or ambiguity, the English text will prevail.

36.9 **Third party rights**. Other than in relation to Binance Affiliates, nothing expressed or referred to in these Terms will be construed to give any person other than the parties to these Terms any legal or equitable right, remedy, or claim under or with respect to these Terms or any clause or sub-clause of these Terms. The Terms and all of its clauses and sub-clauses are for the sole and exclusive benefit of the parties to these Terms and their successors and permitted assigns.

36.10 **Survival**. All clauses of these Terms, which by their nature extend beyond the expiration or termination of these Terms, will continue to be binding and operate after the termination or expiration of these Terms.

36.11 **Relationship of the parties**. These Terms will not create any agency or trust relation between you and Binance and should not be relied on as facts or evidence of an association, joint venture, partnership, or franchise between the parties.

36.12 **Digital Assets**. We record in your Binance Account the quantity and type of any Digital Assets that are held to your credit. Binance holds Digital Assets on your behalf but is not a trustee of those Digital Assets, except where Binance holds Digital Assets that are financial products under the Corporations Act, in which case such Digital Assets are held subject to the client money and client property obligations under Part 7.8 of the *Corporations Act 2001* (Cth) and applicable ASIC requirements. Nothing in this clause affects any obligation Binance has to you under Applicable Law in respect of the custody or safekeeping of your Digital Assets.

36.13 **Force Majeure**. We will not be liable for any delay or failure to perform as required by these Terms to the extent the delay or failure is caused by a Force Majeure Event.

36.14 **No waiver**. No delay or omission by us in exercising any right or remedy under the Terms will operate as a waiver of the future exercise of that right or remedy or of any other rights or remedies under the Terms. The rights and remedies provided in the Terms are cumulative and not exclusive of any rights or remedies provided by Applicable Law.

36.15 **Set-off**. In addition to any legal or other remedy available under the Terms or by law, we may set-off any amounts you owe us under the Terms or otherwise. You must pay all sums that you owe us free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by Applicable Law.

36.16 **Privacy of others**. If you receive information about another user through the Platform or from utilising the Binance Services, you must keep the information confidential and only use it in connection with the Binance Services and always in accordance with Applicable Law. You must not disclose or distribute any user information to a third party or use the information in any manner except as reasonably necessary to effect a Transaction.

36.17 **Publication of breaches.** Where you have breached these Terms, Binance may publish, or otherwise provide its users with details of the breach, including any information that you have provided Binance. Binance may only do so where it determines that doing so is necessary for the protection of other users, and consistent with Applicable Law.

36.18 **Death of Binance Account holder**. In the event of your death or incapacity, the representative(s) of your estate or the survivor or survivors must give us written notice as soon as practicable. If we have reason to believe you have died, we may suspend your Binance Account. Your Binance Account will be suspended until:

a. a representative of your estate or authorised beneficiary either (1) creates a Binance Account in accordance with these Terms; or (2) provides wire transfer instructions; and

b. provides sufficient legal documentation that they are entitled to receive the assets in your Binance Account; or

c. you provide satisfactory proof that you are not deceased.

Beneficiaries receiving a wire transfer will receive the liquidated value of the assets in the Binance Account, less any fees and costs associated with the transfer. Our ability to provide your representative(s) with the assets in your Binance Account is subject to the restrictions imposed by Applicable Law and these Terms. We do not commit to any particular timeline for the transfer of assets held to the credit of your Binance Account.

36.19 **Tax**. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority. You agree that we are not responsible for determining whether any taxes apply to your use of the Binance Services, or for collecting, reporting or remitting any taxes arising from any Transaction or use of the Binance Services. None of the Binance Services should be construed as taxation advice.

You acknowledge that we may make certain reports to tax authorities regarding Transactions made on the Platform, and that we may, in our sole discretion or as required by Applicable Law, provide you with additional documentation or records needed by you to calculate any tax obligations. We may also withhold and deduct at source any taxes due under Applicable Law in our sole discretion.

36.20 **Severance**. A term or part of a term in these Terms that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of these Terms continue to be valid and binding between the parties.

37. Definitions and interpretation

37.1 In these Terms:

a. clause headings and numbering are for convenience only and do not affect the meaning, priority or interpretation of any clause or sub-clause of these Terms;

b. the words “include” or “including” shall mean including without limitation and include without limitation respectively;

c. any undertaking to do or not do a thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing;

d. words importing the singular include the plural and vice versa and words importing a gender include any gender;

e. any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of these Terms or that document; and

f. in the event of inconsistency between these Terms (including any documents referred to in these Terms) the inconsistency shall be solved by giving such provisions and documents the following order of precedence:

   i. the Product Terms;

   ii. the Privacy Notice; and

   iii. these Terms.

37.2 except where the context requires others, the following terms shall have the following meanings:

Access IDs means your Binance Account details, username, passwords, personal identification numbers, API keys, API secret keys, or any other codes or forms of authentication that you use to access your Binance Account or the Binance Services or to send Instructions.

Account History means the written record (including electronic records) of your Transactions and your Binance Account.

AI Policy means Binance's artificial intelligence user policy located at https://www.binance.com/en/about-legal/AI-Policy.

AML/CTF Act means the *Anti-Money Laundering and Counter Terrorism Financing Act 2024* (Cth), as amended or replaced from time to time, together with the *Anti-Money Laundering and Counter-Terrorism Financing Rules 2025* (Cth).

API means application program interface.

Applicable Law means all relevant or applicable statutes, laws (including rules of common law), principles of equity, rules, regulations, regulatory principles and requirements, notices, orders, writs, injunctions, judgements, bye-laws, rulings, directives, proclamations, circulars, mandatory codes of conduct, guidelines, practice notes and interpretations (whether of a governmental body, regulatory or other authority, or self-regulatory organisation of which Binance is a member), that are applicable to the provision, receipt or use of the Binance Services, or any other products or deliverables provided, used or received in connection with the Binance Services, these Terms, or any Product Terms.

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Backed Digital Assets has the meaning given in clause 15.3.

Binance, **we**, **our** or **us** means InvestbyBit Pty Ltd (ABN 98 621 652 579), trading as Binance Australia.

Binance Account means any accounts (including Corporate Binance Accounts) or sub-accounts (including any Binance Sub-Account), which are opened by Binance for you to record your use of Binance Services.

Binance Affiliates means with respect to Binance, any other person which, directly or indirectly, Controls, is Controlled by, or is under common Control with Binance.

Binance AI has the meaning given to it in the AI Policy.

Binance API means an API made available by a Binance Affiliate to you as a service, or third-party applications relying on such an API.

Binance IP means the Created IP and all other Intellectual Property Rights owned by or licensed, on a sub-licenseable basis, to us as at the date of the Terms and any other Intellectual Property Rights owned or acquired by or licensed, on a sub-licenseable basis, to us after the date of these Terms, and which are provided by us to you in the course of providing you with the Binance Services.

Binance Services means the services offered by us to you through the Platform.

Binance Sub-Account means a sub-account that is set up under a primary Binance Account.

Change Notice Period means the period of fourteen (14) calendar days, or in the case of changes to the Terms other than the fees set out in the Fee Structure page, such other period that Binance considers to be reasonable in the circumstances.

Chat Service has the meaning given in clause 5.

Control means the power of a person to secure that the affairs of another are conducted in accordance with the wishes of the first person whether by means of:

a. in the case of a company, being the beneficial owner of more than fifty per cent. (50%) of the issued share capital of or of the voting rights in that company, or having the right to appoint and remove a majority of the directors or otherwise control the votes at board meetings of that company by virtue of any powers conferred by the organisational documents, shareholders' agreement, a majority of the board of directors or any other document regulating the affairs of that company or by any other means; or

b. in the case of a partnership, being the beneficial owner of more than fifty per cent. (50%) of the capital of that partnership, or having the right to control the composition of or the votes to the majority of the management of that partnership by virtue of any powers conferred by the partnership agreement or any other document regulating the affairs of that partnership or by any other means.

Corporate Binance Account means a Binance Account maintained for a corporation, entity, or other organisation for the provision of Binance Services.

Corporations Act means the *Corporations Act 2001* (Cth).

Created IP means any Intellectual Property Rights created by you pursuant to these Terms, including the User Materials, but excluding any other User IP.

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

Dispute means any dispute, claim, controversy or difference arising out of, relating to or having any connection with the Terms, any Product Terms, including any dispute as to their existence, validity, subject matter, interpretation, performance, breach, negotiation, termination, enforceability or the consequences of their nullity, and any dispute relating to any non-contractual obligations arising out of or in connection with them.

Dominant Digital Asset means a Forked Digital Asset that has dominance over one or more other versions of a Digital Asset that was subject to the relevant Fork, as determined by us in our sole discretion.

Email Account means the email account(s) associated with your Binance Account(s), as agreed with Binance from time to time, in accordance with any processes identified by Binance when using the Platform.

Fiat Currency means any government or central bank issued national, or supra-national, currency, or other monetary obligation denominated in such currency and which is not a Digital Asset.

Force Majeure Events means:

a. any fire, strike, riot, civil unrest, terrorist act, war or industrial action;

b. any natural disaster such as floods, tornadoes, earthquakes and hurricanes;

c. any epidemic, pandemic or public health emergency of national or international concern;

d. any act or regulation made by a government, supra national body or authority that we believe stops us from providing Binance Services on the Platform;

e. the suspension or closure of any Binance Affiliate;

f. the nationalisation of any Binance Affiliate;

g. the imposition of limits or unusual terms by a government on any Digital Assets traded on our Platform;

h. excessive changes to the price, supply or demand of any Digital Asset;

i. technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures;

j. the failure of any supplier, intermediate broker, agent, principal custodian, sub-custodian, dealer, exchange, staking platform, liquidity pool, bridge provider, issuer of a Backed Digital Asset, market maker, clearing house or regulatory organisation to perform its obligations to us;

k. liquidity providers not providing, or being unable to provide liquidity to us;

l. any labour or trade disputes, strikes, industrial actions or lockouts (other than in each case by Binance or the Binance Affiliates); and/or

m. an event which significantly disrupts the market for Digital Assets, which could include excessive movements in the price, supply or demand of a Digital Asset, whether regulated or unregulated.

Fork means any planned, unplanned, sudden, scheduled, expected, unexpected, publicised, not well-known, consensual, and/or controversial changes to the underlying operating rules of certain Digital Assets that may occur from time to time, in such a way as to result in the creation of one or more related versions of an existing Digital Asset.

Forked Digital Asset means a Digital Asset that results from a Fork.

Instruction means any instruction, request, or order given to Binance by you or a Permitted User in relation to the operation of your Binance Account or to execute any Transaction, through such medium and in such form and manner as Binance may require.

Intellectual Property Rights means: (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and rights to apply for registration, of any of the foregoing rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

List of Prohibited Countries means Singapore, Malaysia, Canada, and such other locations as designated by Binance or any Binance Affiliate from time to time.

Local Terms means the terms governing your use of the Binance Services provided by a Binance Affiliate in any particular jurisdiction.

Losses has the meaning given to it in clause 30.1.

Manifest Error means any error, omission or misquote (whether an error of Binance or any third party) which is manifest or palpable, including a misquote by any representative of Binance taking into account the current market and currently advertised quotes, or any error of any information, source, official, official result or pronunciation.

Mobile App means any mobile application developed or provided by us or any of the Binance Affiliates that enables you to use or otherwise access Binance Services.

Permitted User means any person identified by you and communicated to us, in accordance with these Terms, that is authorised to act on a user's behalf with respect to any Corporate Binance Account.

Platform means the digital platform that we or any of the Binance Affiliates may make accessible to you via Sites, the Mobile App, a Binance API or by such other means as Binance Affiliates may prescribe from time to time for the use of Binance Services.

Privacy Notice means the privacy notice located at https://www.binance.com/en-AU/privacy.

Product Terms means the product-specific terms and conditions that apply to the use of a Binance Service, in addition to these Terms.

Regulatory Authority means any foreign, domestic, state, federal, cantonal, municipal or local governmental, executive, legislative, judicial, administrative, supervisory or regulatory authority, agency, quasi-governmental authority, court, commission, government organisation, self-regulatory organisation having regulatory authority, tribunal, arbitration tribunal or panel or supra-national organisation, or any division or instrumentality thereof, including any tax authority.

Restricted Person means a person or legal entity who (a) is included in any trade embargoes or economic sanctions, terrorist or corrupt foreign officials list (such as the United Nations Security Council Sanctions List, the list of specially designated nationals maintained by the office of foreign assets control of the U.S. Department of the Treasury (OFAC), the denied persons or entity list of the U.S. Department of Commerce, or any sanctions list maintained by the Australian Government Department of Foreign Affairs and Trade), maintained by the United States of America, Australia, United Kingdom, European Union, Canada or United Nations or (b) resides, is established, or has operations, in any country listed in the List of Prohibited Countries.

Risk Warning means the general risk warning published on the Website.

Security Breach means

a. your Binance Account(s) or any of your Access IDs have been compromised;

b. the loss, theft, or unauthorised use of any of your Access IDs or any unauthorised access to and use of your Binance Account or the Binance Services on your behalf; or

c. any other security incident (including a cyber-security attack) affecting you and/or Binance.

Sites means our Website and any other websites, pages, features, or content we own or operate.

Support Chat has the meaning given to it in Clause 5.4.

Supported Digital Assets means those Digital Assets that are available in connection with your use of the Binance Services.

Terms means these terms of use, as amended from time to time, together with any other documents expressly incorporated by reference, including Product Terms.

Trade Marks means the Intellectual Property Rights in the trade marks, service marks and logos used and displayed on or through the Platform, the Sites and/or the Binance Services.

Transaction means selling, purchasing, or entering into any other type of transactions, or agreeing to sell, purchase or enter into any other type of transactions involving Digital Asset(s), their derivatives, other asset(s) or product(s) as Binance may from time to time permit to be carried out on the Platform, and depositing or withdrawing Digital Assets or Fiat Currency into or out of your Binance Account.

User IP means the Intellectual Property Rights owned by or licensed to you as at the date of these Terms and any other Intellectual Property Rights owned or acquired by or licensed to you after the date of these Terms, excluding Binance IP.

User Materials means the Intellectual Property Rights in any reviews, posts, information, data, and comments you or other users provide to us on the Sites (through our "Contact Us" pages or otherwise), the Platform, through use of Binance Services, or otherwise.

Website means the website located at www.binance.com.