

TERMS AND CONDITIONS FOR THE BINANCE REFERRAL PROGRAM

Version 1.0

Effective Date of entry into force: January 5, 2026

INTRODUCTION

These Binance Referral Program terms (hereafter, these “**Referral Terms**”) are to be read together with, and are supplemental to, the [Binance Terms of Use](#), as amended from time to time (hereafter, “**Terms of Use**”), and the provisions set out in the Terms of Use shall continue to apply, and shall govern your participation in the Binance Referral Program (“**Referral Program**”).

By accessing and using the Referral Program, you acknowledge and agree that you have read, understood and accepted all of the terms and conditions in these Referral Terms and the Terms of Use, and you acknowledge and agree that you will be bound by and will comply with these Referral Terms.

If you do not understand and accept these Referral Terms in their entirety, you must not participate in or use the Referral Program.

In the event of any conflict or inconsistency between any provision of these Referral Terms and a provision of the Terms of Use, these Referral Terms shall prevail so far as such inconsistency relates to the Referral Program.

The ADGM Binance Entities jointly providing this Referral Program are:

- a. NEST EXCHANGE LIMITED, a Recognised Investment Exchange regulated by the Financial Services Regulatory Authority of the Abu Dhabi Global Market (“**ADGM**”), with a registered address Addax Tower, Office 4606, Al Reem Island, Abu Dhabi, UAE;
- b. NEST CLEARING AND CUSTODY LIMITED a Recognised Clearing House regulated by the Financial Services Regulatory Authority of the ADGM, with an additional stipulation for Providing Custody, with a registered address Addax Tower, Office 4606, Al Reem Island, Abu Dhabi, UAE; and
- c. NEST TRADING LIMITED, an Authorised Person holding Financial Services Permissions from the Financial Services Regulatory Authority of the ADGM to carry on Dealing in Investments as Principal, Dealing in Investments as Agent, Arranging Deals in Investments, Managing Assets, Providing Money Services, and Arranging Custody, with a registered address Addax Tower, Office 4607, Al Reem Island, Abu Dhabi, UAE.

(collectively, “**Binance**”, “**we**”, “**our**” or “**us**”).

All terms and references used in these Referral Terms that are not defined herein shall have the meaning given to them in the Terms of Use.

This version of these Referral Terms shall replace and supersede: (i) any previous agreements between us with respect to the Referral Program; and (ii) any previous versions of these Referral Terms that may have been accepted through, or otherwise made available on, the Binance Platform.

1. ELIGIBILITY

To participate in the Referral Program (whether as a referrer or a referral), you must satisfy the eligibility criteria set forth in the Terms of Use (as well as any applicable supplemental requirements described on the Binance Platform from time to time, or any specific requirements that Binance may have applied to you (such as additional onboarding requirements, for example)) at all times. The Referral Program may not be available in your jurisdiction. Users from the [prohibited countries list](#) are not allowed to participate in the Referral Program.

We may change our eligibility criteria relating to participation in the Referral Program at any time, including, without limitation and notice, by introducing additional requirements.

If you no longer meet our eligibility criteria for the Referral Program at any time after you have participated in the Referral Program (including, without limitation, as a result of a change to your circumstances or to our eligibility criteria), we may, at our sole and absolute discretion, suspend or terminate your ability to participate in the Referral Program, with or without prior notice. You understand and accept all risks and potential costs and losses that may result from or in connection with such a suspension or termination, and that Binance disclaims, to the extent permitted by Applicable Law, any responsibility or liability for such costs or losses (including, without limitation, the loss of any goodwill with any third party).

You hereby undertake to Binance that you will notify us promptly of any change in your circumstances which may affect your ability to meet the eligibility criteria. Without prejudice to any rights of Binance, you hereby confirm your understanding that you may be liable to Binance for any costs or losses that may be incurred in connection with any failure by you to comply with this undertaking.

2. Mechanism

The Referral Program allows you to earn Digital Asset rewards by inviting new users to create a Binance Account and trade using the Binance Platform. Participation in the Referral Program is subject to your continued compliance with the Terms of Use.

The Referral Program comprises the Referral Lite Mode and the Referral Pro Mode. The details of the mechanisms of how the Referral Program operates can be found in these [FAQs](#).

3. Rewards

Calculation and Determination. The determination, calculation and amount of rewards under the Referral Program are made by Binance in its sole and absolute discretion, without any obligation to disclose the methodology or criteria applied, and may be subject to change from time-to-time. Rewards under this Program are calculated by reference to eligible trading fees and such other criteria as Binance may determine from time to time. Such rewards are made claimable by users via the Rewards Hub for Referral Lite Mode, whereas rewards under the Referral Pro Mode are directly transferred to the referring user's account.

Disbursement and Discharge. Disbursement of rewards via redemption in a user's Rewards Hub or direct transfer shall constitute full and final discharge of Binance's obligation to provide such rewards. You acknowledge and agree that once rewards are disbursed, Binance shall have no further obligation to you in respect of such rewards, including without limitation any obligation arising from subsequent changes in the value, utility or legal status of the Digital Assets comprising such rewards.

No Guaranteed Value. You acknowledge and agree that: (a) rewards distributed under the Referral Program are Digital Assets that may have no intrinsic value and whose value (if any) may fluctuate significantly or decline to zero; (b) Binance makes no representation, warranty or guarantee regarding the current or future value, utility, liquidity or marketability of any rewards; (c) rewards may become subject to legal or regulatory restrictions that limit or prevent their use, transfer or redemption; and (d) you assume all risk associated with holding, using or disposing of rewards.

4. Prohibited Conduct

General Prohibition. Binance reserves the right to immediately disqualify and revoke rewards for participants who engage in dishonest, abusive, harmful, fraudulent, manipulative or otherwise unlawful behaviour. This includes, without limitation, multiple account registrations, device/IP manipulation, Sybil attacks, automated account creation, wash trading, circular referrals, artificially inflated trading volumes, exploitation of technical vulnerabilities, or any conduct that violates the Terms of Use.

5. Reward Expiry

Claim Period. Users must claim rewards on the [Rewards Hub](#) within the applicable claim period. The claim period for each reward shall be determined by Binance and disclosed on the Rewards Hub or in the individual campaign terms, and may vary by campaign, reward type or user tier.

Notice and Revocation. If a reward remains unclaimed upon expiry of the applicable claim period, Binance shall revoke such reward without further notice. Following revocation, the user shall have no further entitlement to the reward and any attempt to claim the reward after revocation shall be null and void.

6. General Conduct

In participating in the Referral Program as a referrer, users agree to:

- (1) refrain from making any false, misleading, negative, critical or disparaging statements, implied or expressed, or perform any act, or conduct themselves in such manner, which might in the opinion of Binance create adverse publicity to Binance or be prejudicial to the interests of Binance;
- (2) not create and/or publish content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise prejudicial in any form;
- (3) not insult, inflame, personally attack or otherwise disparage any person, corporation, business, or entity, including with limitation, Binance's competitors; and
- (4) promote Binance and its products in a fair and responsible manner, ensuring that any encouragement of user activity is consistent with Binance's responsible marketing principles and does not place undue pressure on users to trade.

7. Disqualification

At Binance's sole and absolute discretion, a user's participation will be considered null and void, and shall be excluded or disqualified, if they:

- (1) violate any provision in the Terms of Use or any Compliance Policies published by Binance from time to time;
- (2) provide false, incomplete, outdated, inaccurate, or misleading information in connection with the Referral Program or their Binance Account; or
- (3) engage in automated, robotic, scripted, or repetitive participation or manipulation of the Referral Program, or any conduct described in the Prohibited Conduct clause of the Terms of Use.

Effect of Disqualification. Upon disqualification: (a) the user shall immediately forfeit all accrued but unclaimed rewards; (b) Binance may (but is not obliged to) revoke previously distributed rewards to the extent technically and legally feasible; (c) the user shall have no further right to participate in the Referral Program; and (d) the user shall remain liable for any breach of the Terms of Use.

8. Disputes, Governing Law, Jurisdiction and Arbitration

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

9. Translations

This document may have been translated and published in different languages. In the event of any inconsistency, misstatements, omissions, or errors appearing in any translated version, the English version shall prevail.