



Binance FZE - Terms of Use

Last Updated: 5 January 2026

These terms of use (the “**Terms**”) constitute a legally binding agreement between you (“**you**” or “**your**”) and Binance FZE (“**Binance**”, “**we**”, “**our**” or “**us**”). The Terms govern your use of 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 any Binance Affiliate.

By registering for a Binance Account, you acknowledge that you have been provided with these Terms before the provision of Binance Services.

By accessing the Binance Platform and/or using the Binance Services, you: (i) agree that you have read, understood and accepted these Terms; (ii) you acknowledge and agree that you will be bound by and will comply with these Terms, as updated and amended from time to time; and (iii) you confirm that you have the legal capacity and authority to enter into these Terms.

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

RISK WARNING

As with any asset, the value of Virtual Assets can fluctuate significantly and there is a material risk of economic loss when buying, selling, holding or investing in Virtual Assets. You should therefore consider whether trading or holding Virtual 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. <https://www.binance.com/en-AE/risk-warning>

It is important that you fully understand the risks involved before making a decision to use 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 construed 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 solely responsible for any associated loss or liability.

We do not recommend that any Virtual Asset should be bought, earned, sold or held by you. Before making the decision to buy, sell or hold any Virtual 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 Virtual Assets based on the information provided by us, including any losses you incur arising from those decisions. You acknowledge that neither the Client Virtual Assets nor Client Money held or controlled by us benefits from any form of deposit protection, other than as set out in sub-clause 9.2 below.

INFORMATION ABOUT OUR AGREEMENT WITH YOU

1 Introduction

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

Binance FZE is a free zone establishment, registered with the Dubai World Trade Centre (registration number 1693) with our registered office at Office 05.0102, Floor 5, The Offices 4 - One Central, Dubai World Trade Centre, Dubai, United Arab Emirates. We are authorised by the Dubai Virtual Assets Regulatory Authority to carry out Virtual Asset-related activities, including exchange services, broker-dealer services, lending and borrowing services and Virtual Asset management and investment services, in or from the Emirate of Dubai, including its free zones, but excluding the Dubai International Financial Centre. For the avoidance of doubt, we may also provide Binance Services to users in other jurisdictions on a reverse solicitation basis.

- 1.2 **These Terms.** These Terms, including Annexes 1 and 2, 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, along with other important information.

You must read these Terms, together with the documents referenced in the Terms, carefully and you may contact us as described in sub-clause 4.1 below, if you have any questions.

- 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. By using the Binance Services, you consent to such processing and you promise that all data provided by you is accurate and up to date.
- b. Our [Risk Warning](#) , which sets out important information on the risks that can arise when buying, selling, holding or investing in Virtual Assets.
- c. The [Fee Structure](#) page on our Website.
- d. Product Terms, which set out additional terms and conditions that will apply to your use of specific Binance Services. A list of relevant Product Terms is available here: <https://www.binance.com/en-AE/legal/home>

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 Definitions and interpretation

- 2.1 In these Terms, 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.

“AED” means UAE Dirham.

“Airdrop” means the distribution (or potential distribution) of Virtual Assets to certain wallet addresses on one or more blockchains that meet certain criteria by reference to the Virtual Assets held by that wallet address and/or particular actions undertaken by that wallet address.

“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.

“Backed Virtual Assets” has the meaning given to it in sub-clause 18.4.

“Binance”, “we”, “our” or “us” means Binance FZE.

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

“Binance Affiliates” means Binance, its affiliates, related body corporates, direct or indirect parent entity or subsidiary entity, or entity under common control, and each of their respective officers, directors, employees, agents, licensors, and contractors.

“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 which may include Broker-Dealer Services, Exchange Services, Lending and Borrowing Services and VA Management and Investment Services, each as defined in Schedule 1 (VA Activities) to the Virtual Asset and Related Activities Regulations 2023.

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

“Business Day” means all days excluding Saturday, Sundays, and any day which the UAE Central Bank declares is a bank holiday.

“Chat Service” has the meaning given to it in sub-clause 6.1.

“Claim” means any dispute, claim, difference or controversy between you and Binance (and/or any Binance Affiliates) arising out of, in connection with, or relating in any way to:

- a. these Terms or any Product Terms, including their existence, validity, subject matter, interpretation, performance, breach, negotiation, termination, enforceability or the consequences of their nullity;
- b. your relationship with Binance (and/or any Binance Affiliates) as a user (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms); or
- c. any non-contractual obligations arising out of or relating to these Terms, or any Product Terms, or your relationship with Binance (and/or Binance Affiliates).

“Client Money” means any Fiat Currency which Binance holds on your behalf or which Binance treats as Client Money in accordance with the Client Money provisions under the VARA Rules.

“Client Virtual Assets” means all Virtual Assets held or controlled by us on behalf of you in the course of, or in connection with, the carrying on of any Binance Service, except for: (i) Virtual Assets that are excluded from this definition in applicable Product Terms; (ii) Virtual Assets immediately due and payable to us for our own account, such as fees for the Binance Services provided to you; (iii) amounts payable by us for expenses incurred on your behalf; and (iv) and other charges that are due and payable to us.

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

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

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

“Eligible Losses” means certain losses including losses sustained by a user due to a compromise of their Binance Account login credentials resulting from a vulnerability or other deficiency in Binance’s systems and/or security protocols, or as may otherwise be determined by Binance.

“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 Virtual Asset.

“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 Virtual 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 Virtual 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 Virtual Assets traded on our Platform;
- h. excessive changes to the price, supply or demand of any Virtual 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 Virtual Asset, liquidity provider, clearing house or regulatory organisation to perform its obligations to us;
- k. liquidity providers not providing, or being unable to provide liquidity;
- 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 Virtual Assets, which could include excessive movements in the price, supply or demand of a Virtual Asset, whether regulated or unregulated.

“Forked Virtual Asset” means a Virtual Asset that results from a Fork.

“ICC Rules” has the meaning given to it in sub-clause 34.1.

“Indemnified Losses” has the meaning given to it in sub-clause 30.1.

“Institutional Investor” has the meaning given to that term in the VARA Market Conduct Rulebook.

“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.

“Legal Costs” has the meaning given to it in sub-clause 34.10.

“Limitation Period” has the meaning given to it in sub-clause 34.13.

“List of Prohibited Countries” means the list available [here](#), as amended from time to time.

“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.

“Network Event” means in relation to a Virtual Asset, any event (other than an Airdrop or Fork) in respect of the relevant blockchain or smart contract that underlies a Virtual Asset, which is beyond Binance’s control, and results in either (a) a loss of control or ownership by Binance or a third party of any amount of such Virtual Asset; or (b) transaction records on the relevant blockchain being altered, reversed or otherwise invalidated, whether by way of a fraudulent act or consensus, which shall include without limitation any double spending attack, 51-percent attack, or blockchain reorganisation, in each case as determined by Binance in good faith and in its sole discretion.

“Notice of Claim” has the meaning given to it in sub-clause 33.2.

“Permitted User” means any person identified to us and 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 our privacy notice available [here](#), as amended from time to time.

“Product Terms” means the product-specific terms and conditions that apply to the use of a Binance Service, in addition to these Terms including, but not limited to, any terms identified as “Product Terms” at <https://www.binance.com/en-AE/legal/home>, each as amended from time to time.

“Qualified Investor” has the meaning given to that term in the VARA Market Conduct Rulebook.

“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.

“Retail Investor” has the meaning given to that term in the VARA Market Conduct Rulebook.

“Restricted Person” means a person or legal entity who: (a) is included in any trade embargoes or economic sanctions 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), or the denied persons or entity list of the U.S. Department of Commerce), (b) resides, or is established, in any country listed in the List of Prohibited Countries, or (c) is a citizen or greencard holder of the United States of America.

“Risk Warning” means the general risk warning available here, as amended from time to time.

“SAFU” means the *“Secure Asset Fund for Users”* maintained by Binance and Binance Affiliates to protect user funds in the event of Eligible Losses.

“SAFU Policy” means the SAFU policy maintained by Binance which sets forth the terms on which users may be compensated for Eligible Losses.

“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.

“Supported Virtual Assets” means those Virtual Assets that have been assessed against the [Binance Virtual Asset Standards](#) and are available in connection with the 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 (or agreeing to enter into) other transactions in Virtual Assets, their derivatives, other asset(s), or product(s) as Binance may from time to time make available on the Platform, and depositing or withdrawing Virtual Assets or Fiat Currency into or out of your Binance Account.

“User Chat” has the meaning given to it in sub-clause 6.3.

“Travel Rule” has the meaning ascribed to it in the the Financial Action Task Force’s Updated Guidance for a Risk-Based Approach for Virtual Assets and Virtual Asset Service Providers (October 2021), as may be amended from time to time.

“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.

“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.

“VARA” means the Dubai Virtual Assets Regulatory Authority.

“VARA Rules” means the VARA Regulations, Compulsory Rulebooks and Activity-specific Rulebooks on the VARA website, each as amended from time to time, as well as any other binding rules, directives or other instructions issued by VARA, either generally or specifically to us.

“Virtual Assets” means a digital representation of value that may be digitally traded, transferred, or used as an exchange or payment tool, or for investment purposes.

“Virtual Asset Standards” means the standards against which Binance assesses any Virtual Assets before deeming them Supported Virtual Assets. A copy of the Virtual Asset Standards is available [here](#).

“Website” means the website located at www.binance.com/en-AE.

2.2 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 and other applicable documents (including any documents referred to in these Terms), unless otherwise provided in that document, the inconsistency shall be resolved by giving such provisions and documents the following order of precedence:
 - i. the Product Terms;
 - ii. the Privacy Notice; and
 - iii. these Terms.

3. Eligibility and Client Classification

3.1 **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 or other organisation with the full power, authority and capacity to (i) access and use the Binance Services and (ii) enter into and comply with your obligations under these Terms;

- b. if you are an individual, be at least twenty-one (21) years old;
- c. if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, 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, except where Binance has subsequently revoked such suspension or removal;
- e. not be a Restricted Person; and
- f. not be located, incorporated, otherwise established in or resident of:
 - i. a 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.

3.2 Amending our eligibility criteria. We may amend our eligibility criteria at any time at our sole discretion. Where possible, we will give you at least thirty (30) calendar days' notice in advance notice of the change. 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 not time to give you 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.

3.3 Client classification. When you register for a Binance Account, based on the information you provide to us, you will be classified as a Retail Investor, a Qualified Investor or an Institutional Investor. You will be able to see the client classification assigned to you on the Platform.

3.4 Changes to your eligibility or client classification. You hereby represent and warrant to Binance that you will notify us of any change in your circumstances which may affect your ability to meet the eligibility criteria or may result in a change to your classification in accordance with sub-clause 3.3 above. If you no longer meet our eligibility criteria at any time (including because of a change to your circumstances or to our eligibility criteria), or if your client classification changes, we may suspend or terminate your ability to access and use some or all Binance Services.

4. How we contact each other

4.1 How you can contact us. For more information on Binance, you may refer to the information found on our Website. If you have questions or feedback, or to report any violation or possible violation of any Applicable Laws relevant to anti-bribery and corruption by us or our staff, you can contact us via our Customer Support team at www.binance.com/en-AE/support/requests/new. These Terms may specify contact details for particular notices.

- 4.2 **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.

5. **Binance Services**

- 5.1 **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.
- 5.2 **Intra-group services and external vendors.** You acknowledge and agree that support for some of the Binance Services may be provided by Binance Affiliates, which may be located outside the United Arab Emirates. Please refer to our [Outsourcing Statement](#) which includes a list of the services which may be outsourced to Binance Affiliates, together with the name of the Binance Affiliate entity providing these services. This list also contains a description of the third-party service providers which assist Binance in its provision of the Binance Services. We will continue to update this list as and when our outsourcing arrangements change.

6. **Chat Service**

- 6.1 **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. By using the Chat Service, you may interact with a bot, chatbot, or other non-human. We will disclose the use of a chatbot, or other non-human, to the extent required by Applicable Law. When engaging with us through use of the Chat Service, you authorise us to monitor and save your chats.
- 6.2 **Important information.** The Chat Service is provided as a convenience, often to facilitate your understanding of 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. Any personal information shared with us when using the Chat Service will be subject to the applicable privacy-related policies and notices described in our [Privacy Notice](#).
- 6.3 **User Chats.** In addition, we may make available to you chats that allow you to interact directly with other users of the Platform (“**User Chat**”).
- 6.4 **Prohibited actions.** You must not use the Chat Service or any User 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 Laws, 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.

7. **Fees**

- 7.1 **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.
- 7.2 **Deductions and calculations.** 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 Virtual Asset and do not have sufficient assets in that Virtual Asset, we may deduct the sums owed in another Virtual Asset to effect payment (in which case we will convert the Virtual Asset you hold into the Virtual 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 such other commercially reasonable rate as we may determine). In the event that there are insufficient Virtual Assets in your Binance Account, you acknowledge that 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 Virtual Asset or otherwise) as we may determine, acting in a fair and reasonable manner.

- 7.3 Any calculations made by Binance in connection with the Binance Services are final and binding on you in the absence of Manifest Error. Calculations will be made by Binance acting in a commercially reasonable manner and in accordance with the stated methodology for the relevant Binance Service.
- 7.4 Fiat fees. Fees charged in Fiat Currency will be held in a separate account to Client Money.
- 7.5 **Amending our fees.** We may adjust our fees from time to time in accordance with sub-clause 21.4 of these Terms.

INFORMATION ABOUT YOUR BINANCE ACCOUNT

8. Creating a Binance Account

- 8.1 **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.

All Binance Accounts are provided at our sole discretion. We reserve the right to refuse any application for a Binance Account without reason or to limit the number of Binance Accounts that you may hold.

- 8.2 **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.

- 8.3 **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, 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.

8.4 **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.

8.5 **Records.** We may maintain records of any information you provide to us in connection with your Binance Account and/or the Binance Services for the lifetime of your Binance Account and for up to ten years after the termination or closure of your Binance Account for business and regulatory compliance purposes, subject to Applicable Laws. 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.

8.6 **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 sub-clause 8.3. Only one natural or legal person may be associated with a particular Binance Sub-Account.

9. **Client Money**

9.1 **Segregation.** Client Money will be held segregated from money belonging to Binance. The Client Money will be held in Client Money accounts by a third party banking partner licensed to hold Client Money.

9.2 **Protection.** Client Money held by Binance in a Client Money account shall be subject to the protections conferred by Applicable Law.

9.3 **Pooling.** You acknowledge that your money shall be pooled with other Client Money into one Client Money account, therefore, whilst your money is segregated from money belonging to Binance, it is not segregated from the Client Money belonging to other Binance users. In the event of Binances' insolvency, winding up or other such similar event, the Client Money will be treated in accordance with Applicable Law.

9.4 **Reconciliations and reporting.** Binance shall conduct a daily reconciliation of the Client Money that Binance holds on your behalf. Binance will not send out physical statements, but you may instead view your near-real time statements at any time by logging into your Binance Account. Binance will at all times maintain records for individual balances.

9.5 **Liability.** Binance shall not be liable for the insolvency of third-party banking partner(s) holding Client Money. Binance conducts an extensive due diligence assessment of any third-party banking partner(s) prior to entering into a client money account agreement, in order to ensure that those banks are safe repositories and licensed to hold Client Money.

9.6 **Interest.** You will not receive interest on Client Money.

10. **Safe Custody**

- 10.1 **Safeguarding.** When Supported Virtual Assets are held in custody by us on your behalf, Binance shall record, register and hold such Supported Virtual Assets in an appropriate manner to effectively safeguard and control such assets. Key shares giving access to your Supported Virtual Assets are managed across different geographical regions for added security. Nevertheless, your Supported Virtual Assets shall continue to be held and custodied by Binance in the United Arab Emirates and it is not the intention of the outsourcing of such operational functions, that your Supported Virtual Assets be deemed held and custodied in any jurisdiction other than the United Arab Emirates.
- 10.2 **No Interest.** Binance does not provide interest on the Supported Virtual Assets held on your behalf, other than as specified in relevant Product Terms.
- 10.3 **Segregation of accounts.** Your Supported Virtual Assets will be recorded in your Binance Account and segregated in our ledger from Supported Virtual Assets belonging to Binance and/or other users.
- 10.4 **Omnibus wallets and asset segregation.** Your Supported Virtual Assets will be pooled on-chain with the Supported Virtual Assets of other Binance users in dedicated omnibus wallets.
- 10.5 **Reconciliation.** Binance shall conduct a daily reconciliation of your Supported Virtual Assets that are held by Binance on your behalf. Binance will not physically send out statements, instead, you may view your near-real time statement at any time upon logging into your Account.
- 10.6 **Treatment of client assets.** Unless agreed otherwise in the relevant Product Terms, Client Virtual Assets deposited by users with Binance are held in custody by Binance on behalf of users and not used by Binance for any other purpose and Binance shall not loan, rehypothecate, pledge, or otherwise encumber these Client Virtual Assets. For the avoidance of doubt, Client Virtual Assets are not depository liabilities or assets of Binance and shall, unless otherwise agreed, remain your property and shall not constitute “property” of Binance, or any Binance Affiliates. In the event of any insolvency proceedings, the Client Virtual Assets shall be treated by any liquidator or provisional liquidator appointed pursuant to Applicable Law, as user assets and not as part of the insolvency estate of Binance or any Binance Affiliates.

11. Information requests

- 11.1 **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 up to ten (10) years, or such other period as prescribed by Applicable Law.
- 11.2 **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.

- 11.3 **If you fail to provide any requested information.** You must comply with any information request we send to you. If you decline to provide the requested information, or otherwise do not comply in a timely manner, we reserve the right to suspend or terminate your access to your Binance Account or all or part of the Binance Services immediately and without notice. In order to reinstate access, please log onto the Website or Mobile App and follow the appeal process through raising a ticket with customer service.

12. Accessing your Binance Account

- 12.1 **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.

- 12.2 **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.

13. Account information and Transaction records

- 13.1 **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.
- 13.2 **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. Without prejudice to the generality of the other terms in these Terms, and in the absence of fraud or bad faith, Binance shall in no circumstances be liable to you for any loss or demand of whatsoever nature you may suffer or incur in connection with any Manifest Error howsoever arising, whether direct or indirect, special or consequential, including, but not limited to, loss of profit or loss of opportunity, even if Binance had been advised of the possibility of the same arising or that the same were reasonably foreseeable.
- 13.3 **Information sharing.** We may be required under these Terms or Applicable Law to share information about your Binance Account and Account History with Binance Affiliates and/or 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

14. Instructions

- 14.1 **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 and therefore once an Instruction has been submitted you, or your Permitted Users, have no right to rescind or withdraw it 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.

- 14.2 **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 Virtual Assets from your Binance Account in accordance with your Instruction. If you have insufficient Virtual 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 Virtual Assets credited in your Binance Account.

- 14.3 **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 cannot guarantee that the Instructions and information transmitted will be completely protected against unauthorised access, and you accept the associated risks.

- 14.4 **Withdrawals.** Subject to these Terms and any applicable Product Terms, and provided that you have sufficient balance on your Binance Account and the relevant Virtual Assets or Fiat Currency is not on hold in your Binance Account in connection with any Binance Service, you may give Instructions to Binance to transfer Virtual Assets to an external wallet address or Fiat Currency to an external account in your name by submitting a withdrawal request on the Platform. Upon receipt of the withdrawal request, Binance will:

- a. deduct the relevant amount from your Binance Account balance; and
- b. initiate an on-chain transfer to an external wallet, or bank transfer to the relevant account, as designated by the user. Binance may not process a withdrawal request if, in our reasonable opinion, we consider that Applicable Law prevents the execution of the relevant withdrawal. Binance charges a withdrawal fee for Virtual Asset withdrawals. The amount of the withdrawal fee will vary depending on the Virtual Asset and network used and will be displayed on the Platform when you initiate a withdrawal request. Withdrawals may be delayed in exceptional circumstances, which may include, without limitation, events of extreme market volatility, network outages and congestion, validator or protocol failure or other unanticipated events. Binance may also suspend withdrawals at such time deemed appropriate by Binance to resolve any incidents on the Platform. Once such incidents have been resolved, Binance will resume withdrawals in accordance with this sub-clause.

- 14.5 **Travel Rule.** In accordance with Applicable Law, we are obliged to obtain accurate information in respect of the sender and recipient of transfers of Virtual Assets with an equivalent value exceeding AED 3,500 (the “**Travel Rule Threshold**”). Therefore, in respect of

any deposit of Virtual Assets that exceeds the Travel Rule Threshold, you will have to provide accurate information about the sender of such transfer before the relevant Virtual Assets can be credited to your Binance Account. Equally, in respect of any withdrawal of Virtual Assets that exceeds the Travel Rule Threshold, you will have to provide accurate information about the recipient of the transfer before we are able to process the withdrawal. You acknowledge and agree that:

- a. you will not be able to receive deposits or make withdrawals in excess of the Travel Rule Threshold unless you have provided the required accurate information and Binance has been able to validate this information;
- b. we are required to make the information we collect available on request to VARA and/or other appropriate authorities;
- c. in some circumstances, the processing of deposits or withdrawals may be delayed or blocked, for example if you have provided incorrect or incomplete information in respect of the sender or recipient, or if the sender or recipient is flagged in connection with sanctions restrictions;
- d. attempted deposits where the circumstances in (c) above apply will not be credited to your Binance Account unless and until you have provided all required information; and
- e. if the sender or recipient is flagged in connection with sanctions restrictions or is otherwise identified as being connected with illicit activity, we may be obliged to freeze and/or seize the relevant Virtual Assets in accordance with Applicable Law. Binance shall have no liability to you or any third party in respect of any actions it takes or does not take in accordance with Applicable Law in connection with implementing the Travel Rule.

15. Transactions

- 15.1 **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.
- 15.2 **Unauthorised Transactions.** You are solely responsible for the control and use of your Binance Account. As such, 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. We are not responsible for any claim or losses resulting from a Transaction executed as a result of an unauthorised Instruction unless you have notified us in accordance with this sub-clause.
- 15.3 **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 plus ten (10) years beyond your Binance Account's termination, 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.

16. Material interests and conflicts

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

16.2 **Liquidity providers.** You acknowledge, agree, and accept that:

- a. we may appoint one or more liquidity providers (which may include Binance Affiliates acting in such capacity) to provide liquidity on the Platform, and any such liquidity provider may enter into any Transaction with you as your counterparty;
- b. liquidity providers may also maintain positions in various Virtual Assets as part of their liquidity provision activities, including positions in Virtual Assets that are contrary to your positions; and
- c. such liquidity provision activities may be done by way of algorithmic trading.

Such liquidity provision can have an impact on the price of Virtual Assets and the liquidity at levels necessary to execute a transaction. We will not deliberately carry out liquidity provision 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 liquidity provision.

16.3 **Nature of our duties.** You understand and agree that neither your relationship with us nor any Binance Service we provide to you, nor any other matter, will give rise to any fiduciary or equitable duties on our part, or the part of any Binance Affiliate. In particular, we and any Binance Affiliate may from time to time act in more than one capacity (for example, as both market maker and broker and/or as principal and agent), 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 any other Binance Services or carry out any business with or for you, any Binance Affiliate or any other user.

16.4 **Material interests.** You understand and agree that neither we nor any Binance Affiliate will be required to:

- a. have regard to any information known to us, or to any Binance Affiliate, which is a material interest;
- b. disclose any such information to you; or
- c. use any such information for your benefit. You further acknowledge that from time to time we may receive general market information in the course providing Binance Services to you, which we may use in the ordinary course of our business.

16.5 **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.

17. Transaction limits

17.1 **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 Virtual 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.

17.2 **Changes to your Transaction limits.** We reserve the right to change any Transaction limit that applies to your Binance Account at any time at our sole discretion. It may also be possible for you to request a change in your limits. Any change will be made in our sole discretion and will be subject to any further conditions that we deem necessary.

18. Supported Virtual Assets

18.1 **Supported Virtual Assets.** The Binance Services are only available in respect of Supported Virtual Assets, which may change from time to time. A list of the Supported Virtual Assets is published on our Website. Please also refer to [Virtual Assets Standards Disclosure](#), which sets out the standards against which we assess the Supported Virtual Assets before listing them on the Platform. We may remove or suspend one or more Virtual Assets from the list of Supported Virtual Assets at any time, meaning that you will no longer be able to access such Virtual Assets as part of the Binance Services and will be no longer able to hold such Virtual Assets credited to your Binance Account or make any deposits or withdrawals. We may do so with immediate effect, without advance notice or giving a reason. If Virtual Assets that are no longer Supported Virtual Assets remain in your Binance Account beyond a specified period, Binance may in its discretion convert such Virtual Assets to a Supported Virtual Asset that is a stablecoin. Binance shall notify you in advance of any such conversion and you shall always have the opportunity during a period of time specified by Binance to withdraw the relevant Virtual Assets before they are converted into a stablecoin.

We assume no liability and incur no obligation whatsoever with regard to attempts to send unsupported Virtual Assets to a Binance Account or with regard to Supported Virtual Assets sent to an incompatible wallet address. If you attempt to send unsupported Virtual Assets to a Binance Account or Supported Virtual Assets to an incompatible wallet address, you will lose those Virtual Assets. For some lost Virtual Assets, Binance may in its sole discretion offer you the option to attempt a recovery. We may charge fees to process the recovery attempt on your behalf. We will calculate all fees at our discretion, and notify you of the applicable fees at or before the time you authorise the recovery attempt. Binance does not guarantee in any way the amount of assets (if any) that may be recovered in a recovery attempt. The actual amount recovered may differ from the estimated recovery amount. Binance does not evaluate or provide any assurance as to the authenticity, safety, or security of unsupported Virtual Assets. You acknowledge and agree that Binance is not liable for any loss incurred during the recovery attempt or subsequent use of the recovered Virtual Assets.

18.2 **Forks and Airdrops.** When we become aware of a planned Fork or Airdrop, we will assess the impact of such an event as soon as possible upon becoming aware of the nature and impact thereof. We will also communicate clearly with you throughout the process, if such an event is relevant to you.

Binance makes no promises, guarantees or warranties in respect of the outcome of, or support for, potential or proposed Forks, Forked Virtual Assets or Airdrops. You agree that

Binance may determine in its sole discretion whether to claim, list or distribute any Airdrop, Forked Virtual Asset or any other Virtual Asset, as well as the terms and conditions (including eligibility criteria) that will apply to any claim, listing or distribution of any Airdrop or Forked Virtual Asset. If you wish to participate in a Fork or Airdrop, please withdraw the affected Virtual Asset to your own private wallet well ahead of the potential or proposed Fork or Airdrop.

We may temporarily suspend any Binance Services in relation to a particular Virtual Asset while we determine whether or not to support a Fork. We are under no obligation to support a Fork of a Virtual Asset that you hold in your Binance Account, regardless of whether or not any resulting version of such Forked Virtual Asset is a Dominant Virtual Asset. If we elect to support a Fork of a Virtual Asset, we will make a public announcement through our Website or by such other means as we may deem appropriate.

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

18.3 Backed Virtual Assets. We may from time to time support Virtual Assets that purport to be backed by or otherwise tied or pegged in value to another asset, including without limitation Virtual Assets, Fiat Currency or commodities such as silver or gold ("**Backed Virtual Assets**"). You acknowledge and agree that:

- a. you have read, understood and accepted all of the terms and conditions and risks associated with each particular Backed Virtual Asset before entering into any Transaction relating to that Backed Virtual Asset, and
- b. Binance does not and will not in any circumstances have any obligation to purchase, repurchase or effect or facilitate the redemption of your Backed Virtual Assets for any particular Fiat Currency or asset. We reserve the right to change, suspend, or discontinue any service in relation to any Backed Virtual Asset. We make no representation as to whether any particular Backed Virtual 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 Virtual Asset.

19. Account security

19.1 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 solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through the Binance Services. We are not responsible for any claim or losses resulting from your failure to comply with this clause.

19.2 Security measures. At all times, you and any Permitted Users shall maintain adequate security and control of all of your Access IDs. You are solely 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 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.

19.3 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 Virtual Assets and/or funds held in your Binance Account and any associated accounts, including your linked bank account(s) and credit card(s).

19.4 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 sub-clause 4.1 and continue to be provided with accurate and up to date information throughout the duration of the Security Breach; and
- 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 promptly to provide, any and all information and documents we deem relevant or necessary in connection with an actual or suspected Security Breach, and you acknowledge and agree that we may provide such information to any third party that we deem necessary in order to investigate or resolve any Security Breach.

OTHER IMPORTANT INFORMATION

20. Privacy

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 accessing your Binance Account and using the Binance Services, you confirm that you have read, understood and agree to the terms of our [Privacy Notice](#).

21. Changes to these Terms

- 21.1 **How and when we can make changes.** We can make changes to these Terms and any terms and conditions incorporated by reference (including any Product Terms) at any time and your acceptance of these Terms constitutes your express consent to this. We will let you know of any changes by email or via our Website and will specify when such changes take effect.
- 21.2 We will let you know in advance of most changes and will give you at least thirty (30) calendar days' notice before the changes take effect. However, we may occasionally need to make changes without telling you in advance or on shorter notice. This may include where:
- a. we are making the change as a result of legal and/or regulatory changes and/or to comply with Applicable Law;
 - b. the changes being made are in your favour;
 - c. the changes are to make these Terms clearer or to correct minor or typographical errors; and/or
 - d. there is any other valid reason which means there is not time to give you thirty (30) calendar days' 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.

Binance will maintain a record of all versions of the Terms and be able to identify all changes made between versions.

- 21.3 **Changes to fees.** We may also make changes to the fees set out in the [Fee Structure](#) page on our Website, which includes introducing new fees and/or charges. If we increase any fee, we will give you thirty (30) calendar days' notice in advance of any change being made. 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.
- 21.4 **Your acceptance of changes.** If you do not wish to accept any changes, you are free to close your Binance Account in accordance with sub-clause 22.1 of these Terms. If you do not close your Binance Account, we will assume that you have accepted the change and your continued access to or use of Binance Services will be deemed acceptance of the updated Terms.

22. Closing your Binance Account

- 22.1 **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. you are trying to evade an investigation by relevant authorities;
- b. you have a pending Transaction or an open Claim;
- c. your Binance Account has any outstanding amounts owed to us; or

d. your Binance Account is subject to a freeze, hold, limitation or reserve.

22.2 **Our right to close your Binance Account.** We may close your Binance Account for any reason at any time. In most circumstances, we will give you thirty (30) calendar days' notice in advance of closing your Binance Account and the reason for the closure. However, there could be circumstances where we are entitled or required to close your Binance Account without giving you notice or telling you of the reasons for the closure. This may include where we exercise our right to terminate in accordance with these Terms.

22.3 **What happens when we close your Binance Account.** If we decide to close your Binance Account you will be required to withdraw all Virtual Assets held in your Binance Account and cease using the Binance Services. In the event that you fail to do so, we may in our sole discretion, and without further notice to you:

- a. mark your Binance Account as a dormant account;
- b. close any open positions;
- c. convert the Virtual Assets to a different type of Virtual Asset. In doing so, we will not be liable for any loss of profit, tax obligations or any other loss, damage or expense incurred by you resulting from such conversion;
- d. transfer such dormant account (including any Virtual 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 Virtual Assets, subject to satisfying our reasonable verification requirements;
- e. charge a dormant account fee to cover the cost of maintaining the Virtual Assets with any Binance Affiliate or any third party, with such fee to be 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 if you wish to continue to use Binance Services. 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 Virtual Assets credited to it.

23. Termination, suspension, holds and restrictions

23.1 **Our rights.** 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, 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;
 - 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 clauses 8 and 11;
- e. pending submission of enhanced due diligence in accordance with sub-clause 8.4;
- 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 or any other crime in connection with your Binance Account or your use of the Binance Services;
- h. the use of your Binance Account is subject to any pending, ongoing or threatened litigation, investigation, or judicial, governmental or regulatory proceedings and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Binance Account activity;
- i. you owe amounts to Binance that are not satisfied, whether due to a chargeback or on any other basis;
- j. any email communication to your Email Account is returned as undeliverable;
- k. an issue has arisen with the verification of your identity;
- l. 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; or
- m. there is any other valid reason which means we need to do so.

We will take reasonable steps to provide you with appropriate notice. However, there might be times when we are required not to do so by Applicable Law.

23.2 Your acknowledgement. You acknowledge and agree that:

- a. the examples set out in sub-clause 23.1 above of when we might take action to terminate, suspend or restrict your access to your Binance Account and/or the Binance Services is a non-exhaustive list, and we may take such action for any reason whatsoever; 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. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you.

23.3 What happens when we exercise our rights. 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;
- 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 without notice; and

- e. if you do not contact us or reply to our notice of termination, we may remove your Virtual Assets from your Binance Account and transfer them to a third party (such as a government body) or hold them as Binance assets, after such period and to the extent permitted by Applicable Law.
- 23.4 **Unlawful possession.** If we are informed and reasonably believe that any Virtual Assets or funds held in your Binance Account are stolen or otherwise are not lawfully possessed by you (whether by error or otherwise), we may, but have no obligation to, place a hold on the affected funds and your Binance Account. Where we place a hold on some or all of your Virtual Assets or your Binance Account, we may continue such hold until such time as evidence, acceptable to us, proves that you are entitled to possession of the Virtual Assets and/or Fiat Currency held in your Binance Account. We will not get involved in any such Claim, or the resolution of the Claim, relating to any Virtual Assets and/or Fiat Currency held in your Binance Account.
- 23.5 **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

24. Background IP

The Binance IP shall remain vested in Binance. The User IP shall remain vested in you.

25. 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.

26. General

26.1 **We are not responsible.** You agree and acknowledge that:

- a. 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
- b. use of any such User Material is at your own risk and that we do not provide any warranties in relation to the same.

26.2 **Our rights.** We shall have the right at our sole discretion to remove, modify or reject any content that you submit to, post or display on the Platform or the Sites (including any User Material) for any reason. We reserve the right to take any actions as we deem appropriate at our sole discretion, including giving a written warning to you, removing any User Material, recovering damages or other monetary compensation from you, suspending or terminating your Binance Account (if any), or suspending your access to the Platform and/or the Sites. We shall also have the right to restrict or ban you from any and all future use of any Binance Services.

- 26.3 **Recording.** You agree that we may record any communications, electronic, by telephone, in person or otherwise, that we have with you in relation to these Terms, and that any recordings that we keep will be our sole property and you accept that they will constitute evidence of the communications between you and us. You agree that telephone conversations may be recorded without the use of a warning tone or any other further notice.

YOUR OBLIGATIONS AND LIABILITY

27. Prohibited use

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. make any adverse, critical or disparaging statements, allegations or comments (whether expressly or by implication) with respect to us or any Binance Affiliate;
- c. 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;
- d. use Binance Services for resale or commercial purposes, including transactions on behalf of other persons or entities, unless expressly agreed by us in writing;
- e. use the Binance Services for market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering) regardless of whether prohibited by Applicable Law;
- f. engage in fraudulent activities, or cause us to suspect that you or any Permitted User have engaged in fraudulent activities and/or Transactions;
- g. use Binance Services to conduct or participate in lotteries; gambling activities, bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; or games of chance;
- h. (i) receive, or attempt to receive, funds from both us and another user for the same Transaction during the course of a Claim; (ii) 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 (iii) allow your Binance Account to have a negative value or quantity of Virtual Assets;
- i. 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;
- j. (i) 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; (ii) 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; (iii) 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; (iv) reverse look-up, track or seek to track any information of any other users or visitors of Binance Services; (v) 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; (vi) 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 (vii) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to us;

- k. modify or adapt the whole or any part of the Platform or combine or incorporate the Platform into another programme or application;
- l. 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;
- m. 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 intellectual properties or any part of the intellectual properties, or create derivative works or otherwise take advantage of any part of the intellectual properties;
- n. 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;
- o. (i) use an anonymizing proxy; (ii) use any temporary, disposable, self-destructive, or similar email address when opening a Binance Account and/or using the Binance Services; (iii) 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 (iv) take any action that may cause us to lose any of the services from our internet service providers, or other suppliers;
- p. create any security over your Fiat Currency or Virtual Assets held in any of your Binance Account without our prior written consent; and/or
- q. violate, or attempt to violate,
 - i. any Applicable Law; or
 - ii. ours or any third party's copyright, patent, trademark, trade secret, or other intellectual property rights, or rights of publicity or privacy.

28. Representations and warranties

You hereby 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
 - i. access and use the Platform and/or the Binance Services; and
 - ii. 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;
 - 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
 - i. access and use the Platform and/or the Binance Services; and
 - ii. 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. that 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 twenty-one (21) years old; and

- 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; and
 - iii. result in you, or cause us or any third party to, breach any Applicable Laws, decree or judgement of any court, or any award of any arbitrator or those of any governmental or Regulatory Authority in any jurisdiction.

29. Technology disclaimers

- 29.1 **No representation or warranty.** 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, whether express or implied, to the maximum extent permitted by Applicable Law. Specifically, we disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. 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.
- 29.2 **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. Where possible, we will provide advance notice of any such 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.
- 29.3 **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.
- 29.4 **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.
- 29.5 **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 and to maintain the security of relevant hardware or devices. 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.

30. Indemnity

- 30.1 **Third-party claims.** You hereby undertake and agree to indemnify us and hold us harmless upon demand 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 (actual and consequential), losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation), costs, and expenses, including without limitation all interest, penalties and legal and other reasonable attorneys' fees and other professional costs and expenses ("**Indemnified Losses**"), arising out of or in any way connected with:
- a. your access to or use of your Binance Account and/or the Binance Services;
 - b. your breach or alleged breach of these Terms or your contravention of any other clause or sub-clause of these Terms, including any Product Terms and any other terms and conditions incorporated by reference;
 - c. your contravention of any Applicable Law; and
 - d. your violation of the rights of any third party.
- 30.2 **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 shall cooperate as fully required by us in asserting any available defences. You will not settle any third-party claims or Indemnified Losses without our prior written consent.
- 30.3 **Release.** You hereby irrevocably and unconditionally agree to release us from any and all claims and demands (and waive any rights you may have against us now or in the future in relation to any Indemnified Losses you may suffer or incur), arising directly or indirectly 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 Virtual Asset Transactions) or the subject matter of these Terms.

31. Liability

- 31.1 **Our Liability.** Neither Binance nor any Binance Affiliate will have any responsibility or liability for any loss suffered by you or any third party, except to the extent that such loss arises solely and directly as a result of the gross negligence, willful misconduct, actual fraud or material and continuing breach of obligation under these Terms by Binance. Without prejudice to the foregoing and notwithstanding any other clause in these Terms, in no event will the liability of Binance and all Binance Affiliates in aggregate exceed the amount of fees paid by you to Binance in the twelve (12) months immediately before the event giving rise to the loss. Such sum shall be paid by us to you in full and final settlement and satisfaction of ours and any Binance Affiliate's entire liability for any and all losses and claims, howsoever arising, from the relevant events. You acknowledge and agree that neither Binance nor any Binance Affiliate is aware of any special circumstances pertaining to you, and that damages are an adequate remedy and that you shall not be entitled to any other claims or remedies at law or in equity, including but not limited to, any claim in rem, injunction, and/or specific performance.
- 31.2 **Limitations on liability.** Notwithstanding any other clause or sub-clause of in these Terms, you hereby acknowledge and agree that in no event will we or any Binance Affiliate be responsible or liable to you or any other person or entity for:

- a. any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs, whether arising out of or in connection with the Binance Services or otherwise, arising out of or in connection with:
- i. any risk identified in the Risk Warning, as updated from time to time;
 - ii. the operation of the protocols underlying any Virtual Asset, their functionality, security, or availability;
 - iii. whether Backed Virtual Assets hold their value as against any asset, or if the issuer of the Backed Virtual Asset holds sufficient reserves in relation to any Backed Virtual Asset;
 - iv. any action or inaction in accordance with these Terms;
 - v. any inaccuracy, defect or omission of Virtual 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) for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack; (2) in the event that your hardware fails, is damaged or destroyed or any records or data stored on your hardware are corrupted or lost for any reason; or (3) for 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 sub-clause 8.1;
 - xi. any termination, suspension, hold or restriction of access to any Binance Account or Binance Services, including your inability to withdraw Virtual 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 sub-clause 17.1;
 - xiii. any election by us to support or not support Virtual Assets, in accordance with sub-clause 18.1;
 - xiv. us being unable to contact you using the contact information you provided, in accordance with sub-clause 4.1;

- xv. us closing a dormant account, in accordance with sub-clause 22.3;
 - xvi. the failure of a Transaction or the length of time needed to complete any Transaction;
 - xvii. the activities of liquidity providers;
 - 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;
 - xx. any breach of security of your Email Account or a Security Breach;
 - xxi. losses suffered by you as a result of third party action, including by third party frauds or scams that involve Binance only as the recipient of your Fiat Currency or Virtual Assets, and/or as an actor in the conversion of Fiat Currency to Virtual Assets (or vice versa);
 - xxii. losses suffered by you as a result of the transfer of Virtual Assets away from our Platform at your request;
 - xxiii. a Network Event, a Fork or an Airdrop;
 - xxiv. 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
 - xxv. any Transactions, Instructions, or operations effected by you or purported to be effected by you through your Email Account or Binance Account; and/or
- b. any loss of business, profits, anticipated savings or opportunities, or any special, punitive, aggravated, incidental, indirect or consequential losses or damages, whether arising out of or in connection with our Sites, the Platform, your Binance Account, the Binance Services, these Terms, the Product Terms, the [Privacy Notice](#) and/or any agreement entered into pursuant to, or in connection with, these Terms or otherwise; and/or
 - c. any losses or damages you may incur due to Manifest Error and/or in the event of extreme market volatility and/or as a result of any cancellation/amendment of any Transactions, howsoever arising, whether direct or indirect, special or consequential, including, but not limited to, loss of profit and loss of opportunity, even if Binance was aware of the possibility of such loss or damage arising or if such loss or damage was reasonably foreseeable; and/or
 - d. any Claim that has not been commenced by way of formal legal action within one calendar year of the commencement of matters giving rise to the Claim, in accordance with the time limit for making a Claim prescribed in sub-clause 34.13 below.

- 31.3 **Damage or interruption.** We are not liable for 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. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. You and, where relevant, your Permitted Users are responsible for all login credentials, including usernames and passwords and must keep security details safe at all times.
- 31.4 **SAFU.** Without prejudice to any other clauses in these Terms, Binance may compensate you for any Eligible Losses sustained pursuant to its SAFU Policy.

RESOLVING COMPLAINTS AND CLAIMS

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

32. Complaints

- 32.1 **How to make a complaint.** If you have a complaint, please contact us to let us know and we will try to resolve it. You can make a complaint in writing using the following methods:
- a. through our Website at www.binance.com/en-AE/support/requests/new; and/or
 - b. by completing our [Binance Complaint Form](#).
- 32.2 **What happens when you make a complaint.** We will let you know that we have received your complaint within five (5) Business Days. We will also explain our complaints process and keep you updated on the progress of your complaint as we look into it. We will provide you with a written response setting out our final decision on your complaint, including the reasons for our decision, within twenty (20) Business Days of receiving your complaint.
- 32.3 In extraordinary circumstances, if we cannot resolve your complaint within twenty (20) Business Days, we will provide you with an update and explain the reasons for the delay. In such cases, we will resolve your complaint no later than forty (40) Business Days from the date we receive it.
- 32.4 **If we cannot resolve your complaint.** If we cannot resolve your complaint, or you remain dissatisfied, you may also complain to our regulator, VARA. You may also raise a Claim in accordance with sub-clause 33.1 below.

33. Notice of Claim and Dispute Resolution Period

- 33.1 Please contact Binance first if you have any concerns with the Binance Services. Binance wishes to address your concerns without resorting to formal legal proceedings, if possible. A ticket number will be assigned to you if your concerns cannot be addressed to your satisfaction at first instance. The issuance of the ticket number commences the internal dispute resolution procedure and Binance will attempt to resolve the dispute internally as soon as possible (the “**Dispute Resolution Period**”). The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).

- 33.2 In the event that the dispute cannot be resolved satisfactorily, and you wish to assert a Claim against Binance, then you agree to set forth the basis of such Claim in writing in a “**Notice of Claim**”, as a form of prior notice to Binance. The Notice of Claim 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 email. The Notice of Claim should be submitted to the following web address: <https://www.binance.com/en-AE/chat>. After you have provided the Notice of Claim to Binance, the dispute referenced in the Notice of Claim may be submitted by either Binance or you to arbitration in accordance with the below clause 34 (*Agreement to arbitrate*).
- 33.3 For the avoidance of doubt, the submission of a dispute to Binance for resolution internally and the delivery of a Notice of Claim to Binance are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding).
- 33.4 **How to raise a dispute.** In the event of a dispute, a party shall first provide notice of that dispute to the other party in writing to:
- a. through our Website at www.binance.com/en-AE/support/requests/new;
 - b. by completing our [Binance Complaint Form](#) in the case of notice to us; and/or
 - c. the Email Account, in the case of notice to you.
- 33.5 **What happens when you raise a dispute.** The parties shall seek to resolve the dispute amicably. The discussions must remain confidential and without prejudice, and any settlement discussions or offer may not be used as evidence in any legal proceeding.
- 33.6 **If we cannot resolve the dispute.** If the parties are unable to amicably resolve the dispute within thirty (30) calendar days of the notice referred to in sub-clause 33.2 above (whether or not any attempt to resolve the dispute has been made by either party), the dispute shall be referred to and finally resolved by arbitration in accordance with clause 34 below.
- 34. Agreement to arbitrate**
- 34.1 You and Binance agree that, subject to the immediately preceding clause 33, any Claim shall be determined 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 for the time being in force (the “**ICC Rules**”). The ICC Rules are deemed incorporated by reference into this clause 34.1.
- 34.2 The seat of arbitration shall be the Dubai International Financial Centre (the “**DIFC**”).
- 34.3 The Tribunal shall consist of one (1) arbitrator to be appointed in accordance with the ICC Rules.
- 34.4 The language of the arbitration shall be English.
- 34.5 You and Binance further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including without limitation any objections with respect to the existence, scope or validity of this agreement to arbitrate, or the arbitrability of any Claim.

- 34.6 Nothing in this clause prevents you or Binance from issuing legal proceedings before the DIFC courts where the only relief sought is interim relief.
- 34.7 Notwithstanding anything to the contrary in these Terms, this agreement to arbitrate shall be governed by, and construed in accordance with, the laws of the DIFC.
- 34.8 During the arbitration, the amount of any settlement offer made by you or Binance shall not be disclosed to the arbitrator.
- 34.9 Any award made by the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction.
- 34.10 The arbitral tribunal shall have the power to decide by an order or award that all or part of the legal or other expenses incurred by a party ("**Legal Costs**") be paid by another party. The arbitral tribunal shall decide the amount of such Legal Costs on such a reasonable basis as it deems appropriate.
- 34.11 No award or procedural order made in the arbitration shall be published.
- 34.12 The arbitration provisions set forth in this clause will survive termination of these Terms.
- 34.13 **Limitation period for filing.** Any arbitration against Binance must be commenced by filing and serving a Notice of Arbitration in accordance with the ICC Rules within one (1) year after the date that the user asserting the Claim first found out or reasonably should have found out the alleged act, omission or default giving rise to the Claim ("**Limitation Period**"). For the avoidance of doubt, the Limitation Period shall include the Dispute Resolution Period set out at clause 33.1. There shall be no right to any remedy or relief for any Claim by the user if the Notice of Arbitration in respect of that Claim is not filed and served on Binance within that Limitation Period. If the Limitation Period is contrary to applicable law, the user shall be required to bring any Claim against Binance within the shortest time period permitted by the applicable law. A Notice of Arbitration may be served on Binance in accordance with the Applicable Laws and rules of service.
- 34.14 **Notice.** If Binance commences arbitration against you, Binance will give you notice at the email address or mailing address you have provided. You agree that any notice sent to this email address or mailing address shall be deemed effective for all purposes, including without limitation to determinations of the adequacy of service. It is your obligation to ensure that the email address and/or mailing address on file with Binance is up-to-date and accurate.
- 34.15 **Confidentiality.** The parties agree that all matters related to 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 party except the tribunal, the ICC, the parties, their counsels, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other persons necessary to the conduct of the arbitration.
- 34.16 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;
- d. to the extent that the relevant confidential information is in the public domain otherwise than by breach of this agreement; and
- e. we may disclose such confidential information to Binance Affiliates.

34.17 This clause 34 shall survive termination of these Terms and conclusion or stay of any arbitration brought pursuant to these Terms.

35. Governing law

These Terms (except the agreement to arbitrate in clause 34) shall be governed by, and construed in accordance with, the laws of England and Wales.

36. Class action waiver

You and Binance agree that any Claims shall be brought 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 Applicable Law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of Binance.

GENERAL

37. General terms

- 37.1 **Applicable Law.** You and any Permitted User must comply with all Applicable Laws, 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.
- 37.2 **Notices.** We may give notice 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 notices only as we direct, which may change from time to time. Any notices, consent or other communication given under these Terms or any Product Terms must be in writing, in English, and signed or otherwise authorised by the party giving it.
- 37.3 **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 Virtual Assets, or their security. You are responsible for monitoring the Website and reading and considering these announcements.
- 37.4 **Entire agreement.** The Terms, together with any 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.

- 37.5 **Assignment.** You may not assign or transfer any of your rights or obligations under the Terms without our prior written consent. However, we may assign or transfer any of our rights or obligations under the Terms at any time to anyone else, including, without limitation, in connection with any merger, acquisition, or other corporate reorganisation involving Binance.
- 37.6 **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.
- 37.7 **Records.** You agree that we may record any telephone, 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 may be used as evidence in any proceedings relating to any agreement with you. These records will be our sole property.
- 37.8 **Language.** These Terms and/or any Product 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 any inconsistency, ambiguity or omission, the English text of these Terms and/or any Product Terms shall prevail.
- 37.9 **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 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 assignees.
- 37.10 **Survival.** All clauses and sub-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. Notwithstanding suspension or termination of your access to and use of any or all Binance Services, these Terms and any applicable Product Terms shall continue to apply to you to the extent that there are any obligations or liabilities which remain to be performed or discharged by you under these Terms or any applicable Product Terms.
- 37.11 **Relationship of the parties.** Binance is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between the parties.
- 37.12 **Virtual Assets.** We record in your Binance Account the quantity and type of any Virtual Assets that are held to your credit. When you Instruct Binance to transfer or otherwise deal with Virtual Assets, Binance will not use any specific Virtual Assets, however identifiable, to act on your Instructions. Subject to these Terms, Binance will use Virtual Assets in the same quantity and of the same type as those credited to your Binance Account when acting on your Instructions.
- 37.13 **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.
- 37.14 **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.

37.15 **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 to us or any Binance Affiliate under the Terms or otherwise against any amounts owed by us or any Binance Affiliate to you. You must pay all sums that you owe to us free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by Applicable Law.

37.16 **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 Laws. 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.

37.17 **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
 - i. creates a Binance Account in accordance with these Terms or
 - ii. 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.

37.18 **Severability.** Each provision of these Terms shall be severable from every other provision of these Terms for the purpose of determining the legal enforceability of any specific provision.

37.19 **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.

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.

Annex 1

Access to Binance Transaction Services

1. Notwithstanding clause 2 (*Definitions and interpretation*), for the purposes of this Annex 1 and Annex 2 below, the following terms shall have the following meanings:

- 1.1. **"ADGM Recognised Bodies"** means the Binance RCH and the Binance RIE.
- 1.2. **"ADGM Rules"** means the Financial Services and Markets Regulations 2015, all applicable FSRA rules (including the General Rules, Conduct of Business Rules, and Market Infrastructure Rules, the Recognition Orders applicable to the Binance RIE and Binance RCH, and all other laws and regulations applicable in the ADGM, as amended from time to time, that apply to the ADGM Recognised Bodies when Binance Transaction Services from the ADGM.
- 1.3. **"ADGM Terms"** means the [Exchange Rules](#), the [Exchange Procedures](#), the [Clearing Rules](#), the [Clearing Procedures](#) and relevant Contract Specifications.
- 1.4. **"Binance Platform"** means the digital platform that the Binance RIE and Binance RCH may make accessible via (i) the Binance Website or any other websites, pages, features of content owned or operated by the ADGM Recognised Bodies, (ii) a mobile application developed or provided by the ADGM Recognised Bodies; (iii) an application program interface ("**API**") made available by the ADGM Recognised Bodies as a service, or third-party applications relying on such an API; or (iv) by such other means as may be prescribed from time to time for use of the Binance Transaction Services.
- 1.5. **"Binance RCH"** means the recognised clearing house operated by Nest Clearing and Custody Limited.
- 1.6. **"Binance RIE"** means the recognised investment exchange operated by Nest Exchange Limited.
- 1.7. **"Binance Transaction Services"** means the services provided by one or more AGDM Recognised Bodies, including but not limited to:
 - a. exchange services for the execution of transactions on the Binance RIE; and
 - b. clearing and settlement services by the Binance RCH.
- 1.8. **"Clearing Procedures"** means the Procedures published by Binance RCH which accompany and supplement the Clearing Rules.
- 1.9. **"Clearing Rules"** means the rulebook that governs the clearing, settlement and margining services provided by Binance RCH as a Registered Clearing House including any relevant procedures.

- 1.10. "**Contract Specifications**" means the specific terms and parameters applicable to a Derivative contract, including, without limitation, the underlying asset or reference index, contract size, tick size, settlement method, expiry date (if applicable), and margin requirements, issued by the ADGM Recognised Bodies by way of notice.
- 1.11. "**Digital Asset**" means, collectively, any Virtual Asset, Fiat Referenced Token, or Digital Security, as defined herein.
- 1.12. "**Digital Security**" means securities that are issued, transferred, and stored using distributed ledger technology or similar technology, and represent ownership or rights in an asset, enterprise, or economic activity, as recognised under the FSRA Rules.
- 1.13. "**Derivative**" means those derivatives defined in section 258 of FSMR which are admitted to trading on Binance RIE.
- 1.14. "**Exchange Procedures**" means the Procedures published by Binance RIE which accompany and supplement the Exchange Rules.
- 1.15. "**Exchange Rules**" means the rulebook that governs your access to and use of the Exchange with Binance RIE, including Market conduct rules, order types and trading procedures.
- 1.16. "**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.
- 1.17. "**Fiat Referenced Token**" means a type of Virtual Asset as defined in section 258 of the FSMR that purports to maintain a stable value by referencing or being backed by one or more fiat currencies.
- 1.18. "**FSMR**" means the Financial Services and Markets Regulations 2015 of the Abu Dhabi General Market.
- 1.19. "**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 the ADGM Recognised Bodies may from time to time permit to be carried out on the Binance Platform.
- 1.20. "**Virtual Asset**" means virtual assets as defined in section 258 of FSMR that qualify as accepted virtual assets for the purposes of Binance RIE and Binance RCH.
2. You acknowledge and agree that:
- 2.1. to facilitate access to the Binance Transaction Services and to enable you to enter into Transactions, we as your agent, will enter into the access terms set out in Annex 2 below (the "**Access Agreement**").

- 2.2. the effect of the Access Agreement is that you will be bound as a party to Transactions arising from the provision of the Binance Transaction Services and you will be liable for such Transactions; and
- 2.3. in connection with the Access Agreement, each relevant ADGM Recognised Body will be able to enforce the provisions of the ADGM Terms against you directly;
- 2.4. notwithstanding anything in this Annex 1, you will not have any direct interactions or communications with the ADGM Recognised Bodies, and any and all such interactions or communications must be via us only.

Annex 2

Access Agreement

This Access Agreement is hereby entered into between:

- (1) Nest Exchange Limited (the operator of the Binance RIE), by its agent Binance FZE,
- (2) Nest Clearing and Custody Limited (the operator of the Binance RCH), by its agent Binance FZE; and
- (3) Binance FZE, as agent on behalf of you ("**Client**").

Capitalised terms in this Access Agreement have the meaning given to these terms in Annex 1.

1. Through this Access Agreement, the Client agrees that it may participate in trading on the Binance RIE and clearing and settlement on the Binance RCH via transactions executed and cleared by Binance FZE, acting on the Client's behalf.
2. This Access Agreement applies to all products and transactions executed, cleared and settled on the Binance RIE and the Binance RCH by Binance FZE on behalf of the Client.
3. The Client hereby consents to the ADGM Terms, as may be amended from time to time, and agrees to be bound by the provisions set forth therein.

The "Governing Law" and "Dispute Resolution" provisions of the Exchange Rules will apply to this Access Agreement, as if set out here in full. Every reference to "Binance RIE" in those provisions will be read as a reference to Binance RIE and Binance RCH and the Client agrees to be bound by, and party to, the applicable dispute resolution mechanism thereunder, including, for the avoidance of any doubt, the arbitration provisions in the Exchange Rules.