

BFUSD PRODUCT TERMS

Version: 1.0

Effective Date of entry into force: January 5, 2026

1. ACCEPTANCE OF THESE TERMS

1.1 By purchasing or otherwise acquiring and holding BFUSD you acknowledge that you have read, understood and accepted all of the terms and conditions in these terms (these “**BFUSD Terms**”), together with any additional documents or terms referred to in these BFUSD Terms, and you acknowledge and agree that you will be bound by and will comply with these BFUSD Terms. If you do not understand and accept these BFUSD Terms in their entirety, then you should not purchase, acquire or otherwise hold BFUSD.

1.2. These BFUSD Terms are supplemental to, form part of and are subject to:

(a) the [Binance Terms of Use](#) (as updated and amended from time-to-time, the “**Terms of Use**”); and

(b) the Binance Portfolio Margin Product Terms (as updated or amended from time-to-time, the “**PM Terms**”),

(collectively, the “**Other Terms**”, and together with these BFUSD Terms, the “**Agreement**”) and the provisions set out in the Other Terms shall continue to apply. These BFUSD Terms constitute “Product Terms” (as defined in the Terms of Use). References in the Terms of Use to the “Binance Services” shall include references to the services contemplated hereunder. In the event of any conflict or inconsistency between these BFUSD Terms and the Other Terms, these BFUSD Terms shall prevail with respect to the services contemplated hereunder, unless expressly stated otherwise.

1.3. The Agreement is legally binding between you and NEST TRADING LIMITED (hereinafter referred to as “**Binance**”, “**we**”, “**our**”, “**us**”), an Authorised Person holding Financial Services Permission from the Financial Services Regulatory Authority of the Abu Dhabi Global Market, with registered address at Addax Tower, Office 4607, Al Reem Island, Abu Dhabi, UAE. Users resident in certain jurisdictions may be onboarded to receive Futures Trading Services and the BFUSD product from local entities within the Binance group of companies, subject to terms and conditions imposed by the relevant local entity (“**Local Terms**”), in which case such Local Terms shall apply to govern the BFUSD product in place of these BFUSD Terms.

1.4. All terms and references used in these BFUSD Terms and which are defined and construed in the Other Terms, but are not defined or construed in these BFUSD Terms, shall have the same meaning and construction in the Other Terms, as the context requires.

1.5. Binance may make changes to these BFUSD Terms at any time in accordance with the Terms of Use.

1.6. Without prejudice to Clause 1.5, unless otherwise expressly agreed by Binance in writing, this version of these BFUSD Terms shall replace and supersede all previous versions of these BFUSD Terms that may have been accepted by you or otherwise made available on the Binance Platform.

2. ELIGIBILITY

2.1. This product is only available to certain users in certain countries. This product is not intended for users/countries to which restrictions/prohibitions apply.

2.2. Binance reserves the right to adjust the eligibility requirements of this product from time-to-time. Without prejudice to Binance's rights under the Agreement, if you cease to be eligible, Binance may exercise its right to repurchase your BFUSD in accordance with Clause 6 (Redemption of BFUSD; Repurchase).

3. PURCHASE OF BFUSD

3.1. You may purchase BFUSD on the Binance Platform with a USD Stablecoin at an exchange rate of 1:1. Unless waived by Binance in its sole discretion, all purchases of BFUSD will be subject to a purchase fee calculated at the variable rate that is determined by Binance from time-to-time in its sole discretion and which will be incorporated in the conversion quote displayed on the Binance Platform prior to your confirmation of a purchase transaction (in each case, a "**Purchase Fee**"). When you purchase BFUSD for your Account with a USD Stablecoin, Binance will credit the corresponding amount of BFUSD to that Account and the USD Stablecoin purchase price (including any Purchase Fee) will be debited from that Account.

3.2. Your BFUSD can only be held in your own Accounts and cannot be withdrawn. BFUSD can be transferred between your own Accounts only. BFUSD cannot be transferred to an Account belonging to any other user.

3.3. BFUSD can only be used as a store of value or, if you have a Futures Account, for the purpose of funding your Margin Requirements, as described more fully below in Clause 4 (BFUSD as Margin). BFUSD can also be traded on the Binance spot market. You must not attempt, nor purport, to use BFUSD for any other purpose.

3.4. Binance reserves the right to implement minimum or maximum transaction value limits from time-to-time, with or without prior notice, in its sole and absolute discretion.

3.5. Unless otherwise agreed in writing between you and Binance, each Account will be subject to the applicable Maximum Limit. Binance reserves the right to adjust the Maximum Limit with respect to your Account from time-to-time, with or without prior notice, in its sole and absolute discretion. Any BFUSD balance in excess of the applicable Maximum Limit may be repurchased by Binance in accordance with Clause 6 (Redemption of BFUSD; Repurchase). You must not attempt to transfer, purchase or otherwise acquire (including, without limitation, on the Binance spot market) BFUSD that would cause the BFUSD

balance in your Account to breach the applicable Maximum Limit. Binance will not be liable for any failed transfer or purchase of BFUSD on account of a breach of the applicable Maximum Limit.

3.6. Binance reserves the right to refuse to sell BFUSD to you, as Binance determines in its sole and absolute discretion. Binance also reserves the right to suspend the sale of BFUSD generally at any time where it deems necessary or desirable to do so in its sole and absolute discretion.

3.7. Binance will, for its own account and not on behalf of the holders of BFUSD, maintain a balance of collateral (the “**BFUSD Collateral Pool**”) and a portfolio of hedging transactions (the “**BFUSD Hedging Portfolio**”), each as determined appropriate by Binance from time-to-time in its sole and absolute discretion. Binance may generate income from the BFUSD Collateral Pool and from the BFUSD Hedging Portfolio (such amounts net of any costs, charges, commissions, fees or expenses incurred or charged by Binance in respect of the BFUSD Collateral Pool and BFUSD Hedging Portfolio, as determined by Binance, the “**BFUSD Income**”).

4. BFUSD AS MARGIN

4.1. Subject to Clause 4.4, BFUSD is a Digital Asset that Binance has determined to accept for the purpose of satisfying Margin Requirements for Futures Accounts in multi-asset mode. In accordance with the Clearing Rules, Binance reserves the right to determine the value of any Margin, including (without limitation) to apply or adjust any value haircuts, from time to time in its sole and absolute discretion. The applicable collateral value ratio for BFUSD from time to time is published [here](#). The value of BFUSD comprising any portion of your Margin Balance for your Futures Account will not include at any time the value of any accrued but unpaid Reward Amount in respect of your BFUSD balance in that Futures Account.

4.2. Without prejudice to Binance’s right to repurchase BFUSD at any time, Binance reserves the right to suspend or cease accepting BFUSD for the purpose of Margin Requirements, to the extent it deems reasonably necessary in order to comply with Applicable Laws, or to protect the security, integrity or reputation of the Binance Platform or related services.

4.3. BFUSD is accepted as Margin for Nominated Accounts that are part of the Portfolio Margin Program. Those Nominated Accounts will together be treated as a single Futures Account for purposes of these BFUSD Terms (including, without limitation, the determination of your Qualifying Balances and the APR in respect of each Calculation Day).

4.4 Without prejudice to any rights to any other rights that we may have, where any BFUSD in your Binance Account is designated or used as “Margin” or collateral (howsoever described) in connection with any Binance Service offered by Nest Clearing and Custody Limited (“**NCCL**”) (including, without limitation, as Margin under the Clearing Rules), you acknowledge and agree that: (i) the redemption right you hold against Binance in respect of that BFUSD is automatically assigned by you, by way of security and for the purpose of such collateral arrangements, to NCCL, and such assignment takes place at the time the BFUSD is so designated or applied and continues for so long as the BFUSD remains subject to such collateral arrangements; (ii) you agree that NCCL may rely on and enforce the assigned redemption

right in its own name, and NCCL's rights rank ahead of your residual claims in respect of the same BFUSD; (iii) your rights under these BFUSD Terms are subject to this assignment whenever you use or permit BFUSD to be applied as Margin or collateral; and (iv) except as expressly provided in this clause, nothing in this assignment affects Binance's rights under these BFUSD Terms.

5. REWARDS

5.1. If you hold BFUSD in your Account on a Calculation Day, you will be entitled to the Reward Amount (if any) in respect of that Calculation Day. Any Reward Amount will ordinarily be credited on the immediately following calendar day to your Account in the form of a USD Stablecoin. Binance does not guarantee nor provide any assurance that the APR on any particular Calculation Day will be positive. The APR may be zero, in which case the Reward Amount in respect of the relevant Calculation Day will be nil.

5.2. Historical daily APRs are published [here](#) for information purposes only. Past APRs and Reward Amounts are not indicative of future performance.

5.3. You hereby confirm that you understand, acknowledge and agree that the ability of Binance to generate BFUSD Income is a key factor in the calculation of the APR for any Calculation Day, and will be dependent, amongst other things, on the prevailing market conditions, including, without limitation, the "Funding Rates" and "Funding Fees" (as such terms are defined in the Clearing Rules) for short futures positions.

5.4. You further confirm your understanding that the APR is determined by Binance in its sole discretion in respect of each Calculation Day.

6. REDEMPTION OF BFUSD; REPURCHASE

6.1. Subject to any applicable restrictions that may apply from time-to-time in accordance with this Clause 6 (Redemption of BFUSD; Repurchase), you shall have the right to redeem BFUSD on the Binance Platform for a USD Stablecoin at an exchange rate of 1:1. Unless waived by Binance in its sole discretion, all redemptions will be subject to a redemption fee calculated at the variable rate that is determined by Binance from time-to-time in its sole discretion and which will be incorporated in the conversion quote displayed on the Binance Platform prior to your confirmation of a redemption transaction (in each case, a "Redemption Fee"). When you redeem BFUSD for a USD Stablecoin, Binance will credit the corresponding redemption amount of USD Stablecoin to your Account and the BFUSD will be debited from your Account.

6.2. Binance reserves the right to apply redemption restrictions or conditions from time-to-time, with or without notice, to the extent it deems appropriate in its sole discretion, including, without limitation, to facilitate compliance with Applicable Laws or to protect the security, integrity or reputation of the Binance Platform.

6.3. Without prejudice to Clause 6.2, Binance reserves the right, at its sole and absolute discretion, to delay or suspend any redemption of BFUSD with or without notice, for a period of up to 7 consecutive calendar days. During such period, Binance shall not be liable for any claims, losses or damages arising directly or indirectly from any delay in processing redemption requests. Binance may impose this restriction for any reason, including, without limitation, market conditions, liquidity considerations, or operational requirements. If Binance determines to impose a suspension or delay of BFUSD redemptions (i) you will be notified on the Binance Platform of the decision to delay or suspend redemptions and (ii) Binance may determine in its sole discretion to treat submitted but unfulfilled redemption requests as void, in which case you will need to submit a new redemption request once the suspension or delay of redemptions has been lifted.

6.4. Binance reserves the right, and you irrevocably consent and grant Binance the option, to repurchase BFUSD from you at any time and for any reason, with or without prior notice. In the event of such repurchase, your Account will be credited with the equivalent amount of a USD Stablecoin at an exchange rate of 1:1, and the corresponding amount of BFUSD will be debited from your Account. You are not entitled to any damages or compensation in respect of Binance exercising its right to repurchase. No Redemption Fee will apply if Binance exercises its right to mandatorily repurchase BFUSD.

7. BFUSD RESERVE FUND

7.1. Binance will, for its own account and not on behalf of the holders of BFUSD, maintain a dedicated reserve fund with respect to BFUSD (the “**BFUSD Reserve Fund**”). The size and composition of the BFUSD Reserve Fund will be monitored frequently by Binance, and will be determined by Binance from time-to-time in its sole and absolute discretion.

7.2. Binance may apply the assets in the BFUSD Reserve Fund as it deems appropriate, including, without limitation, to fund any Funding Fee costs in respect of hedge positions comprising the BFUSD Hedging Portfolio, to supplement funding of the APR where the BFUSD Income is insufficient, or to fund the purchase of additional assets to add to the BFUSD Collateral Pool.

7.3. Without prejudice to Binance’s absolute discretion, a portion of the BFUSD Income may be used by Binance to fund the BFUSD Reserve Fund, as determined by Binance from time-to-time in its sole and absolute discretion.

7.4. For the avoidance of doubt, the BFUSD Reserve Fund is separate from the Default Fund provided for under the Clearing Rules. The Default Fund will not be used to fund or otherwise supplement the BFUSD Reserve Fund, and vice versa.

7.5. To the extent that the size of the BFUSD Reserve Fund is deemed insufficient by Binance, then Binance may (but is not required to) contribute additional assets to the BFUSD Reserve Fund. The composition of the BFUSD Reserve Fund may also be rebalanced by Binance from time-to-time, as it considers appropriate in its sole and absolute discretion.

7.6. If the size of the BFUSD Reserve Fund exceeds the required minimum determined by Binance from time-to-time, any funds in excess of the required minimum may be deployed by Binance for other purposes as it considers appropriate in its sole and absolute discretion.

8. OWNERSHIP OF ASSETS

8.1. All assets comprising the BFUSD Collateral Pool, the BFUSD Hedging Portfolio and the BFUSD Reserve Fund are the property of Binance as the sole legal and beneficial owner, and all right, title and interest in and to any of the BFUSD Collateral Pool, the BFUSD Hedging Portfolio and the BFUSD Reserve Fund vests in Binance free and clear of any liens, claims, charges or encumbrances or any other interest of yours or of any third person.

8.2. Binance does not act as a fiduciary for, nor advisor to, you.

8.3. Nothing in these BFUSD Terms is intended to create (nor does create) in favour of you or any third party any mortgage, charge, lien, pledge, encumbrance or other security interest in any assets comprising the BFUSD Collateral Pool, the BFUSD Hedging Portfolio nor the BFUSD Reserve Fund.

9. FEES

9.1. Each purchase and redemption of BFUSD will be subject to the Purchase Fee and Redemption Fee, which will be incorporated in the conversion quote that will be shown on the Binance Platform prior to your confirmation of the relevant transaction, unless such fees are waived by Binance in its sole discretion from time-to-time.

9.2. No Redemption Fee will apply if Binance exercises its right to repurchase BFUSD.

9.3. Binance reserves the right to amend the fees applicable to purchases or redemptions at any time, with or without prior notice.

9.4. For avoidance of any doubt, no Purchase Fee or Redemption Fee will apply to any exchange of BFUSD on the Binance spot market.

10. ENGLISH LANGUAGE VERSION PREVAILS

Where any discrepancy arises between the translated versions of these BFUSD Terms and the original English version of these BFUSD Terms, the English version shall prevail.

11. DISCLOSURE AND CONSENTS

11.1. You hereby acknowledge, confirm your understanding, and agree that:

(a) **Rights** - by holding BFUSD you are entitled to (i) redeem each BFUSD for a USD Stablecoin on a 1:1 basis in accordance with these BFUSD Terms and (ii) receive the Reward Amount in respect of each Calculation Day at the APR in accordance with these BFUSD Terms, from Binance. You will have no right, claim, entitlement or other interest (whether direct or indirect) in any assets comprising or returns generated by the BFUSD Collateral Pool, the BFUSD Hedging Portfolio or the BFUSD Reserve Fund, all of which are legally and beneficially owned solely for the benefit of Binance.

(b) **The lowest BFUSD balance used to determine Reward Amounts** - the lowest BFUSD balance in your Account on the Calculation Day, as determined by Binance measuring balances periodically during that Calculation Day, is used to determine your Qualifying Balance for that Calculation Day. You may not be entitled to a Reward Amount in respect of the first UTC day on which you purchase BFUSD nor in respect of the last UTC day on which you cease to hold BFUSD. To the extent you purchase additional BFUSD or partially redeem your holding of BFUSD during a UTC day, that purchased/redeemed amount of BFUSD will not count towards your Qualifying Balance for the Calculation Day and you will not receive a Reward Amount in respect of that newly purchased/redeemed BFUSD for that Calculation Day;

(c) **Uncertainty of reward** - the APR for each Calculation Day is determined separately by Binance in its sole and absolute discretion, taking into account a number of factors, including, without limitation, the aggregate amount of Qualifying Balances across all holders of BFUSD on that Calculation Day, the level of BFUSD Income in respect of that Calculation Day and the funding requirements in respect of the BFUSD Reserve Fund. There is no guarantee nor assurance that Binance will successfully generate BFUSD Income on any given Calculation Day, and the APR may be zero in respect of some Calculation Days. Binance has full discretion to determine the composition and asset balance of the BFUSD Collateral Pool, the BFUSD Reserve Fund and the BFUSD Hedging Portfolio, and this will have implications for the BFUSD Income (if any) that can be generated on a Calculation Day, which in turn will impact the Reward Amounts paid to holders of BFUSD. Binance operates the BFUSD Collateral Pool, the BFUSD Reserve Fund and the BFUSD Hedging Portfolio for its own account with full discretion and owes no obligation or duty of care to users to maximize the Reward Amounts for holders of BFUSD;

(d) **BFUSD is restricted** - BFUSD cannot be withdrawn nor transferred to Accounts owned by other users, which may limit liquidity and flexibility in managing your Account. BFUSD can be transferred between your own Accounts, subject to the applicable Maximum Limit for each Account. The Maximum Limit may be adjusted by Binance. A reduction in the applicable Maximum Limit may result in a portion of your BFUSD being repurchased by Binance;

(e) **Binance can repurchase your BFUSD at any time** - Binance has the right to repurchase BFUSD from you at any time, which means there is no certainty as to the long-term holding potential and control over BFUSD. No prior notice is required of a mandatory repurchase. No Redemption Fee will apply with respect to such mandatory repurchase;

(f) **There may be restrictions on redemptions** - whilst BFUSD may be redeemed for a USD Stablecoin, Binance reserves the right to suspend or delay redemptions for up to seven consecutive days. Binance also reserves the right to void outstanding redemption requests. In extreme and exceptional

circumstances, Binance's ability to promptly redeem BFUSD for a USD Stablecoin may be adversely affected or delayed, including, without limitation, if the redemption of a significant proportion of BFUSD is requested on the same date causing Binance to need to liquidate and adjust the BFUSD Collateral Pool and BFUSD Hedging Portfolio to fund redemptions. During this time, you will not be able to access the USD Stablecoin associated with that redemption, but the BFUSD held in your Futures Account will continue to constitute Margin in your Futures Account until the redemption is settled (i.e. there will be no effect on your Margin Requirement on account of the delay or suspension pending settlement). Restrictions on redemptions could be imposed during a period of heightened market volatility or financial stress, which could restrict your ability to access USD Stablecoin and result in (or increase) losses. The BFUSD Collateral Pool may include assets that are staked to provide BFUSD Income, and those assets may require relatively more time to liquidate in a cost-efficient manner;

(g) **APR is illustrative only** - the APR is calculated daily, and is expressed as an annualised percentage yield for illustrative purposes only. The APR is not representative of the performance of BFUSD for any period other than the particular Calculation Day specified and is not indicative of future results. The APR is likely to fluctuate day-to-day. Past performance is not a reliable predictor of future performance, and the APR does not guarantee future returns and should not be considered as a comprehensive measure of BFUSD's potential performance;

(h) **Investment in BFUSD is at your risk and own initiative** - you are solely responsible for your investment decisions and Binance is not liable for any losses you may incur with respect to, or otherwise in connection with, BFUSD. Binance does not provide financial advice;

(i) **Regulatory uncertainty** - the regulatory environment surrounding digital assets (including BFUSD, the assets and investments in the BFUSD Collateral Pool and the BFUSD Hedging Portfolio) is subject to change, and any adverse regulatory actions or new laws may impact the operation, performance, redemption or offering of BFUSD;

(j) **Credit risk on Binance** - by holding BFUSD, you are taking credit risk on Binance, and in the event of Binance's insolvency or operational failure, you may be unable to redeem your BFUSD or access Reward Amounts. The balances of the BFUSD Collateral Pool, the BFUSD Hedging Portfolio and the BFUSD Reserve Fund are Binance's own property, operated for its own account, and are not segregated. In the event of insolvency of Binance, you will be a general unsecured creditor of Binance. You have no interest in the BFUSD Collateral Pool, the BFUSD Reserve Fund nor the BFUSD Hedging Portfolio;

(k) **Market Risk** - the underlying market conditions for futures trading, the BFUSD Collateral Pool and the BFUSD Hedging Portfolio that are used to fund rewards can be volatile, and market shifts can impact BFUSD and the Reward Amounts. When Funding Fees for short futures positions result in a cost for Binance, it is likely that the APR will be zero (i.e. there would be no Reward Amount based on that rate). During times of sustained Funding Fees costs, Binance may rebalance the BFUSD Collateral Pool and the BFUSD Hedging Portfolio, which may include reducing the entire BFUSD Collateral Pool and BFUSD Hedging Portfolio to one or more USD Stablecoins (which would result in the APR being zero, and no Reward Amount being credited in respect of your BFUSD balances);

(l) **Single hedging venue** - the BFUSD Hedging Portfolio will only comprise futures transactions executed on the Binance order book. No other venues or exchanges will be used by Binance for effecting the BFUSD Hedging Portfolio;

(m) **BFUSD Income is net of fees and charges** - in determining the BFUSD Income, which is a key factor in the determination of the APR for any particular Calculation Day, Binance may deduct any fees, charges, costs, commissions or expenses that it may incur or charge in connection with the trading activities in respect of its management of the BFUSD Collateral Pool, the BFUSD Hedging Portfolio and/or the BFUSD Reserve Fund;

(n) **Change in supported USD Stablecoin** - Binance has the right in its sole discretion to adjust the supported USD Stablecoin from time-to-time. The form of USD Stablecoin used to purchase BFUSD may not be the same form of USD stablecoin that will be credited on redemption or repurchase. The form of USD Stablecoin used to credit Reward Amounts may change;

(o) **Variable fees** - Purchases and redemptions of BFUSD are subject to a Purchase Fee and a Redemption Fee respectively. The Purchase Fee and Redemption Fee are variable. Binance has full discretion to adjust the fees from time-to-time. The applicable Purchase Fee or Redemption Fee will be incorporated in the conversion quote that will be shown on the Binance Platform prior to your confirmation of the purchase or redemption transaction. Please check the applicable fee before confirming your transaction. No Redemption Fee applies if Binance exercises its right to repurchase your BFUSD.

(p) **Spot Market Activity** - Users may trade BFUSD on Binance's spot market. The Binance spot market is a secondary trading venue and operates independently of any purchase or redemption mechanism for BFUSD under these BFUSD Terms. Binance does not guarantee that the trading price of BFUSD on the spot market will equal its notional redemption value at any time. The price at which BFUSD trades on the spot market may diverge from its notional redemption value. This may occur due to user liquidity preferences, anticipated reward yields, trading sentiment or broader market conditions. Users should be aware that trading BFUSD on the spot market may result in realised gains or losses relative to the notional redemption value. Binance will not be responsible for any losses arising from secondary market price fluctuations or any variance between the spot market price and the notional redemption value of BFUSD.

(q) **Issuer and Trading Venue** - BFUSD is issued by Binance, which also operates the Binance spot market where BFUSD may be traded. Although Binance may offer a redemption mechanism for BFUSD, it is not obligated to intervene in or stabilise the market price on the spot market. The listing of BFUSD on a spot market operated by Binance does not imply that Binance will support or maintain any particular market price, or that Binance will act as buyer or seller in such secondary market trading activity.

11.2. The above description of risks is not exhaustive, and merely serves as a summary overview of some (but not all) of the risks that may result from purchasing and holding BFUSD. Please also refer to the [General Risk Warning](#) and [Responsible Trading](#) page.

11.3. Neither Binance, nor any affiliate or representative of Binance, makes any representation or warranty that BFUSD is appropriate (i) for any user or in any location, nor (ii) that the transactions and

services described in these BFUSD Terms are (or will continue to be) available or appropriate for any user or in any location. You are strongly encouraged to carefully review these BFUSD Terms and seek independent professional advice as to whether BFUSD is appropriate for you having regard to your personal circumstances and objectives, financial position and risk tolerance.

11.4. By accepting these BFUSD Terms, you hereby unconditionally and irrevocably; (i) confirm that you understand, accept and assume full responsibility for participating in BFUSD together with any and all associated risks with your purchase and holding of BFUSD, including without limitation the risks described in Clause 11.1 and the [General Risk Warning](#), and (ii) have carefully assessed whether, and determined that, BFUSD is appropriate for you.

12. SUITABILITY ASSESSMENT, OUR APPROACH, AND THE SUITABILITY PROCESS

12.1 By participating in BFUSD, you confirm that your investment criteria, risk appetite, and financial circumstances are those of a retail client who has enough funds to potentially lose their investment. This means we assume that you accept that BFUSD is a high-risk product and that your investment may be lost.

12.2 You agree and confirm that any assets that you move into your Earn Account may be rehypothecated by us subject to the applicable collateral arrangements. In deciding which counterparty your assets are rehypothecated with, we apply generic eligibility criteria.

12.3 We assess suitability on a general basis for everyone who participates in BFUSD. This means that while we do not tailor the assessment to your individual circumstances, we consider the overall features and risks of BFUSD, using the retail client profile described above. Please refer to the specific risk warning to understand the risks involved, including the possibility that you could lose all of your assets involved in BFUSD.

12.4 Our Suitability Process includes:

(a) Onboarding and Checks: Before you can use Binance Services generally, including BFUSD, we carry out checks on your age, financial standing, and activity history, and screen you against relevant databases. We may request further information where appropriate.

(b) Risk Warnings: You must read and accept our Terms of Use and General Risk Warning, which explain the risks of using BFUSD, including the possibility of total loss.

(c) Ongoing Monitoring: We monitor activity associated with your account to confirm it is consistent with your profile. We may restrict your access or request information if we identify anomalies.

(d) Access Controls: Some features or limits depend on your trading volume, asset holdings or other criteria. We may carry out additional checks where needed.

(e) Jurisdictional Restrictions: This product is not available in certain locations because of legal and regulatory requirements. We may restrict access accordingly.

12.5 By participating in BFUSD, you confirm that you have read, understood, and accepted these provisions.

13. DISPUTES, GOVERNING LAW, JURISDICTION AND ARBITRATION

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

14. TRANSLATIONS

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

15. DEFINITIONS

Unless otherwise defined, capitalised words used in these BFUSD Terms shall have the same meaning given to them in the Terms of Use. The rules of interpretation set out in the Terms of Use shall apply to these BFUSD Terms, except that references to clauses are to clauses in these BFUSD Terms, unless otherwise stated.

“**Account**” means a Futures Account and/or such other type of Binance Account that Binance may support for the purposes of BFUSD from time-to-time, as shown on the Binance Platform.

“**Agreement**” has the meaning given to that term in Clause 1.2.

“**APR**” means, with respect to each Calculation Day and each Account, an annualised percentage rate, based on a 365-day year, as determined by Binance in its sole and absolute discretion, and published as the “APR” for BFUSD on the Binance website [here](#) each day, subject to a minimum of zero. In determining the APR for a Calculation Day, Binance will take into account a number of factors, including, without limitation, the aggregate amount of Qualifying Balance across all holders of BFUSD on that Calculation Day, the level of BFUSD Income in respect of that Calculation Day and the funding requirements in respect of the BFUSD Reserve Fund. If, for any reason, Binance does not publish an APR with respect to a Calculation Day, then the APR for that Calculation Day will be deemed zero.

“**BFUSD Collateral Pool**” has the meaning given to that term in Clause 3.7.

“**BFUSD Hedging Portfolio**” has the meaning given to that term in Clause 3.7.

“**BFUSD Income**” has the meaning given to that term in Clause 3.7.

“**BFUSD Reserve Fund**” has the meaning given to that term in Clause 7.1.

“**BFUSD Terms**” has the meaning given to that term in Clause 1.1.

“**Calculation Day**” means, in respect of each determination of an APR, the UTC day immediately prior to the date of Binance’s determination.

“**Day Count Fraction**” means 1/365.

“**Default Fund**” has the meaning given to that term in the Clearing Rules.

“**Futures Account**” means the Binance Account that you use for the purposes of receiving the Futures Trading Services.

“**Futures Trading Services**” has the meaning given to that term in the Clearing Rules.

“**Margin**” has the meaning given to that term in the Clearing Rules.

“**Margin Balance**” has the meaning given to that term in the Clearing Rules.

“**Margin Requirements**” has the meaning given to that term in the Clearing Rules.

“**Maximum Limit**” means, with respect to each Account, the maximum BFUSD balance limit for your Account, as determined by Binance from time-to-time in its sole discretion, as shown on the Binance Platform and available here.

“**Nominated Account**” has the meaning given to that term in the PM Terms.

“**PM Terms**” has the meaning given to that term in Clause 1.2.

“**Portfolio Margin Program**” has the meaning given to that term in the PM Terms.

“**Purchase Fee**” has the meaning given to that term in Clause 3.1.

“**Qualifying Balance**” means, with respect to each Calculation Day and each Account, an amount equal to the lowest balance of BFUSD in the Account during that Calculation Day, as determined by Binance in good faith, measuring the BFUSD balance periodically during that Calculation Day (at such frequency as Binance may select from time-to-time in its sole and absolute discretion).

“**Redemption Fee**” has the meaning given to that term in Clause 6.1.

“**Reward Amount**” means, with respect to each Calculation Day (CD) and each Account, an amount in a USD Stablecoin calculated by Binance as follows:

$$\text{Reward Amount}_{CD} = [(1 + APR_{CD})^{(1/365)} - 1] \times \text{Qualifying Balance}_{CD}$$

“**USD Stablecoin**” means USDC, USDT and/or such other USD stablecoin(s) that is/are supported by Binance in respect of BFUSD from time-to-time, as determined by Binance in its sole discretion and as shown on the Binance Platform.

“**UTC**” means Coordinated Universal Time.

“**UTC day**” means a continuous 24-hour period that begins at 00:00 UTC and ends at 23:59:59 UTC on the same calendar day. Each UTC day is independent of time zones and daylight saving time adjustments, adhering solely to the standard UTC time convention.

The rules of interpretation set out in the Terms of Use shall apply to these BFUSD Terms, except that references to clauses are to clauses in these BFUSD Terms, unless otherwise stated.