

BINANCE WALLET TERMS

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These Binance Wallet terms of use (“**Binance Wallet Terms**”) constitute a legally binding agreement between you and Binance Barbados Limited. The Binance Wallet Services (defined below) are provided to you by Binance Barbados Limited.

These Binance Wallet Terms set out product-specific terms and conditions that apply to your use of the Binance Wallet Services provided by Binance Wallet and an end-user licence under which we grant you a limited, personal, non-transferable and revocable right to install and use the Browser Extension (as defined below) and any other software we make available to you as part of the Binance Wallet Services. The Binance Wallet Services comprise non-custodial wallet software and user interfaces, which are technology tools only and do not include any Third-Party Services.

The Binance Wallet Terms are supplemental to and shall be read together with the General Terms and the provisions set out in the General Terms shall continue to apply to your use of the Binance Wallet Services. These Binance Wallet Terms constitute Product Terms within the meaning of the General Terms. References in the General Terms to the Binance Wallet Services shall include references to the Binance Wallet Services contemplated hereunder. In the event of any conflict or inconsistency between these Binance Wallet Terms and the General Terms, these Binance Wallet Terms shall prevail with respect to the services contemplated hereunder, unless expressly stated otherwise.

Any provision of the General Terms that contradicts, qualifies, or could reasonably be construed to compromise the non-custodial and technology-only nature of the Binance Wallet Services (including any implication of custody, deposit-taking, trust, fiduciary capacity, safekeeping, possession or control of user Digital Assets, order transmission or execution, brokerage, or agency) shall be disapplied and deemed not to apply to the Binance Wallet Services and these Binance Wallet Terms, in each case to the extent of such inconsistency.

1 - SCOPE AND ACCEPTANCE OF THESE TERMS

These Binance Wallet Terms govern your access to and use of the Binance Wallet Services. By accessing and using the Binance Wallet Services and creating a Binance Keyless Wallet, you agree to these Binance Wallet Terms.

The Binance Wallet Terms do not govern your use of Third-Party Services. Your reliance on and use of Third-Party Services through the Binance Wallet Interface will generally be subject to separate terms and conditions prescribed by a Third-Party Service Provider relating to the applicable Third-Party Service. Use of any service offered by any Binance Wallet Affiliate is governed by that Binance Wallet Affiliate’s own terms and is not incorporated here. Those terms and conditions (of any Third-Party Service Provider or any Binance Wallet Affiliate) may involve separate fees and charges, and/or may include disclaimers or risk warnings about reliance on or the accuracy of any information. Such Third-Party Service Providers may also apply a privacy policy different from the one which Binance Wallet maintains. It is your responsibility to understand the terms and conditions of Third-Party Services (including any such services provided by Binance Wallet Affiliates), the risks associated with the use of these Third-Party Services, including how those Third-Party Service Providers use any of your information under their privacy policies.

Binance Wallet does not provide deposit, fiduciary, custody or trust services under the Binance Wallet Services and does not intermediate, transmit or execute your transactions. The Binance Wallet Services are

non-custodial software and interfaces that allow you to create and use the Binance Keyless Wallet and other wallet-related tools.

Please read these Binance Wallet Terms carefully to understand your rights and obligations.

2 - DEFINITIONS

These definitions shall apply to these Binance Wallet Terms when they are used with a capitalized word. Unless otherwise defined below, other capitalized words used in these Binance Wallet Terms and not defined hereunder shall have the same meaning given to them in the General Terms.

“Aggregated Wallet” has the meaning given in clause 4.1.2 (*Wallet Aggregation Services*) of these Binance Wallet Terms.

“Alpha Points” has the meaning given in clause 4.2.5 (*Binance Alpha*) of these Binance Wallet Terms.

“Binance.com” means the cryptocurrency platform operated by Nest Exchange Limited, Nest Clearing and Custody Limited and Nest Trading Limited as defined in this website: <https://www.binance.com/en/terms>.

“Binance.com Account” means any accounts or sub-accounts, which are opened by Binance.com for you to record your use of any service provided by Binance.com.

“Binance Alpha” has the meaning given to it in clause 4.2 (*The Binance Wallet Interface*) of these Binance Wallet Terms.

“Binance Keyless Wallet” refers to the keyless multi-party computation Digital Asset wallet accessible through the Mobile App or any other relevant Binance Wallet Interface.

“Binance Wallet Interface” refers to the (i) application-hosted user interface labeled as Wallet or any other similar language in the Mobile App, (ii) the Browser Extension and (iii) Binance Wallet Web, and the services accessible through such digital interfaces as described in clause 4.2 (*The Binance Wallet Interface*) subject to you creating a Binance Keyless Wallet and maintaining a Binance.com Account.

“Binance Wallet Services” means the Binance Keyless Wallet, the Wallet Aggregation Services, the Browser Extension and the Binance Wallet Interface. The Binance Wallet Services do not include any Third-Party Services.

“Binance Wallet Web” means the website accessible at <https://web3.binance.com>.

“Blockchain” refers to a permissionless public online ledger supporting the distributed recording of encrypted data, e.g., the BNB Chain or the Ethereum blockchain. Blockchains supported by the Binance Keyless Wallet are made available to you in the dedicated section of the Binance Wallet Interface.

“Blockchain Address” refers to a unique sequence of numbers, letters and cryptographic functions stored and recorded on a Blockchain.

“Booster Campaign” means a task-based campaign where users complete actions specified by a Third-Party Issuer to earn rights (directly or indirectly) to receive Digital Asset tokens minted by such Third-Party Issuer.

“Browser Extension” means the digital asset non-custodial wallet software made available as a browser extension in various app or web stores, including any Updates and Third-Party Components as described in clause 4.3 (*Software License; Use of Browser Extension*).

“Campaign” has the meaning given in clause 4.2 (*The Binance Wallet Interface*) of these Binance Wallet Terms.

“DApp” means a third-party protocol and/or application interacting with a Blockchain.

“DEX” refers to third-party operated decentralised exchanges selected by Binance Wallet and where you can enter into transactions via the Binance Wallet Interface.

“Earn Feature” has the meaning given to it in clause 4.2 (*The Binance Wallet Interface*) of these Binance Wallet Terms.

“Eligible Hold Assets” means the Digital Assets specified by Binance Wallet from time to time as eligible for participation in the Hold to Earn Feature, as notified to you through the Binance Wallet Interface.

“Gas Account Service” has the meaning given in clause 6.4 (*Gas Account*).

“General Terms” means the Binance Wallet general terms of use, as set out in Annex A (*General Terms*).

“Hold to Earn Feature” has the meaning given to it in clause 4.2.14 (Hold to Earn) of these Binance Wallet Terms.

“Hold to Earn Rewards” means any yield, rewards or other distributions made available to eligible users who activate the Hold to Earn Feature in respect of Eligible Hold Assets, as provided by a Yield Protocol pursuant to a Hold to Earn Yield Arrangement.

“Hold to Earn Rewards Contract” means the on-chain smart contract deployed by or on behalf of Binance Wallet to facilitate the distribution of Hold to Earn Rewards to eligible users

“Hold to Earn Yield Arrangement” means any arrangement (whether on-chain or contractual) between Binance Wallet and a Yield Protocol pursuant to which such Yield Protocol provides Hold to Earn Rewards for distribution through the Hold to Earn Rewards Contract.

“Limit Order” has the meaning given in clause 4.2.1(a) (*Swap on DEXs*) of these Binance Wallet Terms.

“Market Data Services” has the meaning given to it in clause 4.2 (*The Binance Wallet Interface*) of these Binance Wallet Terms.

“Market Order” has the meaning given in clause 4.2.1(a) (*Swap on DEXs*) of these Binance Wallet Terms.

“Pre-TGE” means an event that occurs before a TGE through which investors acquire rights (directly or indirectly) to receive Digital Asset tokens minted by a Third-Party Issuer.

“Recovery Service” has the meaning given to it in clause 4.1.1 (*The Binance Keyless Wallet*) of these Binance Wallet Terms.

“SAS Solution” means the secure auto sign solution as provided to you in the Binance Wallet Interface through which you grant Binance Wallet or any Binance Wallet Affiliate certain time-limited and purpose-

limited permissions to enable settlement of certain transactions that are initiated by you through the Binance Wallet Interface.

“**Search Feature**” has the meaning given to it in clause 4.2 (*The Binance Wallet Interface*) of these Binance Wallet Terms.

“**Swap Feature**” has the meaning given to it in clause 4.2 (*The Binance Wallet Interface*) of these Binance Wallet Terms.

“**TGE**” means token generation events where a Third-Party Issuer’s Digital Asset tokens are minted and distributed through sales that occur on DEXs.

“**Third-Party Components**” has the meaning given in clause 4.3.5 (*Third-Party Components*).

“**Third-Party Issuers**” has the meaning given to it in clause 4.2 (*The Binance Wallet Interface*) of these Binance Wallet Terms.

“**Third-Party Service**” means any service, asset, product or feature accessible through the Binance Wallet Interface which is not provided, issued, operated or maintained by Binance Wallet, such as Digital Assets, information services, DApps (including DEXs, lending and borrowing protocols, staking or other yield-generating protocols), third-party Digital Asset wallets, and/or any service identified as a third-party service in these Binance Wallet Terms. References to Third-Party Services include services offered by Binance Wallet Affiliates where identified as such in these Binance Wallet Terms.

“**Third-Party Service Provider**” means any person (not being Binance Wallet) providing, issuing, operating or maintaining a Third-Party Service, including a Third-Party Issuer and any other person identified as a third-party service provider in these Binance Wallet Terms.

“**Updates**” has the meaning given in clause 4.3.6 (*Updates*).

“**Wallet Aggregation Services**” refers to the services described in clause 4.1.2 (*Wallet Aggregation Services*) of these Binance Wallet Terms.

“**Warnings**” has the meaning given in clause 11 (*Security and Warnings*) of these Binance Wallet Terms.

“**Yield Protocol**” means any third-party protocol, decentralised application or Digital Asset issuer designated by Binance Wallet from time to time as a source of Hold to Earn Rewards, including without limitation Ethena (USDe), Sky (USDS), and United Stables (U), and any replacements or additions thereto.

3 - USER ELIGIBILITY AND ACCESS TO THE BINANCE WALLET SERVICES

In order to access the Binance Wallet Services and create a Binance Keyless Wallet, you must have a Binance.com Account not subject to any restrictions or limitations, and maintain such Binance.com Account in accordance with the terms and conditions specified by Binance.com. You must hold a regular Binance.com Account at all times in order to use and access your Binance Keyless Wallet and the Binance Wallet Services without restrictions and limitations.

Use of any account operated by a Binance Wallet Affiliate remains governed by that Binance Wallet Affiliate’s terms (which are not incorporated here). These Binance Wallet Terms govern only the Binance Wallet Services provided by Binance Wallet.

4 - THE BINANCE WALLET SERVICES

Upon confirming your eligibility, you may create a Binance Keyless Wallet and Binance Wallet may provide you with the Binance Wallet Services as described below. Binance Wallet may, at its sole discretion, reject your request to create a Binance Keyless Wallet or refuse to provide you with the Binance Wallet Services at any time and from time to time, including, without limitation, if Binance Wallet considers appropriate to comply with any Applicable Law.

When creating a Binance Keyless Wallet, you must follow the required steps as outlined to you in the Mobile App. In particular, you will be invited to back-up your Binance Keyless Wallet, and Binance Wallet strongly recommends that you use the Recovery Service (as defined below) and appropriately back-up your Binance Keyless Wallet at the moment of the creation of your Binance Keyless Wallet.

4.1 Binance Wallet Services

The Binance Wallet Services include the Binance Keyless Wallet and the Wallet Aggregation Services.

4.1.1 The Binance Keyless Wallet

The Binance Keyless Wallet is a multi-party compute (MPC) Digital Asset wallet which allows you to:

- store and maintain Digital Assets on Blockchain Addresses that you control;
- send or receive Digital Assets to and from third-parties;
- transfer Digital Assets to and from Blockchain Addresses controlled by Binance Wallet or any Binance Wallet Affiliate reflecting the Digital Assets you hold on your Binance.com Account, including to seamlessly pay for network fees;
- send Digital Assets or otherwise interact or transact with Third-Party Services;
- view the history of transactions made with your Binance Keyless Wallet; and
- manage authorisations and approvals granted to Third-Party Services.

Your Binance Keyless Wallet relies on multi-party compute (MPC) technology, a technology that uses cryptography and alters the traditional method of storing cryptographic private keys by eliminating the need to retain them in one sole location. Depending on the Binance Wallet Services you are using, various signature methods will be used to enter into transactions (see clause 4.1.3 (*Signing Transactions*) below).

You have the option and the ability to back-up one of the two key-shares stored on your mobile device via the methods made available to you through the relevant Binance Wallet Interface (hereafter, the “**Recovery Service**”).

As part of the Recovery Service, you can back-up with the various methods made available on the Binance Wallet Interface, which include:

- **Quick Back-Up:** if you use the quick back-up method, an encrypted copy of one of the two key shares stored on your device will be backed-up by a third-party service provider who will ensure the safeguarding of such key shares. You acknowledge and agree that Binance Wallet may sub-

contract the storage and management of the encrypted version of this key share. If you lose access to or control of your device or otherwise lose access to or control of your Binance Keyless Wallet, you will be able to recover your Binance Keyless Wallet by undertaking the verification process required by Binance Wallet, including by going through a multi-factor authentication process. You understand and accept that Binance Wallet does not have access to key shares stored and managed by third-party service providers and that only you can trigger the recovery of your Binance Keyless Wallet by successfully undertaking the verification process required by Binance Wallet.

- **Cloud Back-Up:** if you use the Cloud Back-Up method, an encrypted copy of one of the two key shares stored on your device will be backed up using third-party cloud services such as iCloud Drive and Google Drive (“**Cloud Services**”) and you will have a recovery password that you must remember and store safely. If you lose access to or control of your device or otherwise lose access to or control of your Binance Keyless Wallet, you may recover your Binance Keyless Wallet relying on such Cloud Service and Binance Wallet. To recover your Binance Keyless Wallet in this situation, you must have access to these Cloud Services and input the recovery password.
- **QR Code:** if you use the QR Code method, an encrypted copy of one of the two key shares stored on your device will be backed-up using a third-party service and you will have a recovery password that you must remember and store safely. If you lose access to or control of your device or otherwise lose access to or control of your Binance Keyless Wallet, you may recover your Binance Keyless Wallet relying on this QR Code Method. To recover your Binance Keyless Wallet in this situation, you must have access to your recovery password and QR Code.

You acknowledge and agree that Binance Wallet may change the characteristics of the Recovery Service and add, remove, discontinue or modify any of these back-up methods from time to time as it considers appropriate.

While the Recovery Service is optional, Binance Wallet strongly recommends you to use such service which will facilitate the recovery of your Digital Assets if you lose access to your Binance Keyless Wallet. You confirm your understanding, acknowledge and agree that if you do not activate the Recovery Service by one of the available methods, then you may permanently lose access to the Digital Assets in your Binance Keyless Wallet, and that Binance Wallet shall bear no liability whatsoever for any financial or other loss resulting from you losing access to your Binance Keyless Wallet. It is solely your responsibility to verify that your key shares are properly backed up, using the Recovery Service or any other method that you see fit. In addition, you confirm your understanding, acknowledge and agree that clearing your device’s cache could result in the loss of such key share, and you undertake to verify whether the Recovery Service is properly functioning regularly and as notified to you by Binance Wallet from time to time in the Mobile App.

You confirm your understanding, acknowledge and agree that:

- (i) out of the three key shares, two are required to initiate transactions and exercise control over the Blockchain Addresses associated with your Binance Keyless Wallet;
- (ii) Binance Wallet never has access to nor control over two key shares and therefore does not exercise control over the Digital Assets in your Binance Keyless Wallet;
- (iii) Binance Wallet does not hold, or have control over, the assets held on Blockchain Addresses controlled by you, through your Binance Keyless Wallet; and

(iv) Binance Wallet does not provide you with any deposit, fiduciary, custody or trust services, but rather merely allows you to create and use the Binance Keyless Wallet, while storing one key share out of three for recovery purposes only.

4.1.2 Wallet Aggregation Services

The Wallet Aggregation Service provides a unified view of your Digital Asset holdings through the Binance Wallet Interface by importing the private keys of third-party Digital Asset wallets in order to control and use those associated Blockchain Addresses (the “**Aggregated Wallet**”). You may view your Digital Assets holdings on different Blockchain Addresses across different supported Blockchains and send, receive or transfer supported Digital Assets using your Aggregated Wallet through the Binance Wallet Interface.

In contrast to the Binance Keyless Wallet, Binance Wallet does not provide any recovery or back-up service in relation to your Aggregated Wallet. You confirm your understanding, acknowledge and accept that you are solely responsible for the retention and security of your private key(s) and any mnemonic phrase (the “**Secret Phrase**”) associated with your Aggregated Wallet. You must keep your Blockchain Addresses, Secret Phrase, and private key access of Aggregated Wallet secure. It is very important that you backup your private keys, backup phrases or passwords associated with your Aggregated Wallet. Failure to do so may result in the permanent loss of control of Digital Assets associated with your Aggregated Wallet. You acknowledge and accept that any Digital Assets that are associated with such wallet address may permanently become inaccessible and the loss of funds may not be recoverable, if you lose access to the Wallet Aggregation Services or the Binance Keyless Wallet and you have not safely stored a backup of any wallet address and private key pairs maintained in your Aggregated Wallet. Binance Wallet shall not be liable for any losses or damages arising directly or indirectly from the loss of access to the Wallet Aggregation Services or the Binance Keyless Wallet or from the loss, deletion, or destruction of any private keys, backup phrases or passwords associated with your Aggregated Wallet.

4.1.3 Signing transactions

When you enter into transactions through the Mobile App. Your Binance Keyless Wallet private keys are divided into three key shares (also known as ‘shards’) and you understand and agree that out of these three key shares, (i) only one is encrypted and stored by Binance Wallet (for the avoidance of doubt, such key share stored by Binance may not be used by Binance, whether by itself or alongside other key shares, to sign transactions) and (ii) two are stored on your mobile device and controlled by you through such device. When you enter into transactions via the Mobile App, you agree to use the key shares on your mobile device to sign such transactions.

When you enter into transactions with the Browser Extension. Similarly, your private keys are divided into three shards and you understand and agree that out of these three shards, one will be transferred to your desktop device, from your mobile device. When you enter into transactions via the Browser Extension, such key shares on your desktop device will be used to sign such transactions.

When you enter into transactions using Limit Orders, Binance Wallet Web or other features. To enter into transactions using Limit Orders (as further described below), the Binance Wallet Web or any other relevant feature as indicated to you in the Binance Wallet Interface, you must agree to use the SAS Solution. By accessing and using Limit Orders, the Binance Wallet Web or any other relevant feature as indicated to you in the Binance Wallet Interface, you agree to use the SAS Solution. The SAS Solution will split your private key into two key shares where (i) one key share will be encrypted and stored by Binance Wallet and (ii) the second key share will be stored in a Trusted Execution Environment (TEE) operated by a third-party

and consisting of an isolated service that only you can access for signing specific transactions within a limited time period (by default, 7 days). You understand and agree that the SAS Solution will remain activated so long as (i) you have an open Limit Order (ii) you use the SAS Solution within the 7-day period, in which case the SAS Solution will remain activated for additional 7-day periods each time you enter into a transaction using the SAS Solution. Binance Wallet, as the provider of the SAS Solution to you, never holds autonomous signing rights over Blockchain transactions on behalf of users. All signing requests must be initiated by the user through strong authentication. No transfer of Digital Assets can occur without your direct instruction. You understand and agree that the SAS Solution is thus designed as a mechanism of temporary delegation, not as a form of custody by Binance Wallet on behalf of its clients. You acknowledge that the methods of signing transactions may be changed from time to time.

4.2 The Binance Wallet Interface

The Binance Wallet Interface provides you access to third-party digital asset services and certain services offered by Binance Wallet or any Binance Wallet Affiliate including:

- Trading functionalities for exchanging Digital Assets against other Digital Assets on the basis of (i) quotes provided to you in real-time or (ii) Limit Orders and Market Orders (the “**Swap Feature**”);
- access to Third-Party Services offering yield-generating services subject for you to transfer and lock your Digital Assets in smart contracts operated by third-parties (the “**Earn Feature**”);
- access to Airdrops, rewards and marketing campaigns (each, a “**Campaign**”) offered by Binance Wallet or third-party token issuers (each, a “**Third-Party Issuer**”);
- information on market data and signals, Digital Assets prices, non-fungible tokens and other Digital Asset market-related information (the “**Market Data Services**”);
- a selection of Digital Assets available to purchase through Third-Party Services (“**Binance Alpha**”);
- access to TGEs, Booster Campaigns and Pre-TGEs; and
- access to a web-browser integrated into the Binance Wallet Interface (the “**Search Feature**”).

4.2.1 Swap Feature

You may engage in transactions involving the exchange of Digital Assets for another form of Digital Assets through the Binance Wallet Interface. You understand and agree that when using the Swap Feature, you may receive quotes aggregated by Binance Wallet which may originate from Third-Party Services and/or from any Binance Wallet Affiliate. These quotes are provided for your information only, and you are solely responsible for choosing a quote and determining whether to enter into a transaction at the price and fees displayed to you in the quote.

a) Swap on DEXs

Quote-based Swaps. When a quote is obtained from Third-Party Services, you understand and acknowledge that Binance Wallet only aggregates such quotes from the Third-Party Services for your reference purposes.

Binance Wallet does not control and is not responsible for the Third-Party Service Providers or the quotes provided by Third-Party Services, nor is Binance Wallet the party providing you with the price that is displayed through the Binance Wallet Interface. Binance Wallet does not execute nor transmit any of your orders, but rather provides you with direct access to aggregated quotes.

Consequently, Binance Wallet does not provide any assurance or guarantee in any way that you will be able to enter into a transaction at the prices quoted from Third-Party Services which are displayed to you through the Binance Wallet Interface, nor does Binance Wallet represent in any way or provide any assurance that such quotes constitute the best price available on the market at any given time.

Limit Orders. You may also exchange Digital Assets against other Digital Assets via third-party DEXs by using Limit Orders. If you elect to use a Limit Order, you agree to buy or sell a specified quantity of a Digital Asset at a price better than or equal to the price that you specify in that order (each, a “**Limit Order**”). You understand and accept that your Limit Order will not be matched against the order of another Binance Wallet or Binance Wallet Affiliate user, but that you will enter into a transaction with an anonymous third-party via a DEX or against a liquidity pool of Digital Assets as the case may be, and this is an automated process when the relevant trading parameters are met. You acknowledge that placing a Limit Order does not guarantee that the order will be executed, as this depends on market conditions which are out of Binance Wallet’s control and that price fluctuations on trading pairs can negatively affect the outcome of your limit order and potentially resulting in you obtaining a significantly lower amount of Digital Assets than initially expected when you placed your Limit Order. You must be careful when placing your Limit Order, adequately inputting the relevant trading parameters (such as your slippage tolerance) and being mindful of the current trading conditions, particularly the volatility of the market. You also acknowledge and agree that Binance Wallet will continue to have recourse to the SAS Solution as long as you have an open Limit Order and that you may cancel your Limit Order at any time.

Market Orders. You may also exchange Digital Assets against other Digital Assets via third-party DEXs by using Market Orders. If you elect to use a Market Order, you agree to buy or sell a specified quantity of Digital Asset at a market price currently available on a selection of DEXs accessible via the Binance Wallet Interface (each, a “**Market Order**”). You understand that Market Orders will be immediately matched with other orders posted by anonymous third-parties on a third-party DEX or against a liquidity pool of Digital Assets as the case may be and that Market Orders are not guaranteed to execute at a particular price. Binance Wallet is not responsible for the Third-Party Service Providers and the price at which your Market Order is executed. You acknowledge that by making Market Orders, there is a risk of slippage, which is the difference between a trade’s expected or requested price and the price at which the trade is effectively executed. You are solely responsible to conduct research and take appropriate steps to deter slippage and other risks.

When you accept a quote originating from a Third-Party Service in respect of quote-based swaps, or when you enter into a transaction on a DEX via Limit Orders and Market Orders, you are deemed to confirm your understanding, acknowledge and agree that (i) you will enter into a transaction with an anonymous third-party through the Third-Party Service or otherwise matched with other orders posted by anonymous third-parties on a third-party DEX or against a liquidity pool; (ii) you will need to meet the relevant eligibility criteria for using the services of the relevant Third-Party Service; and (iii) Binance Wallet does not directly match orders and is only facilitating the aggregation of quotes from Third Party Services and enabling connectivity with Third Party Services.

You irrevocably acknowledge and agree that (i) entering into a swap, including any Limit Order and/or Market Order, through a Third-Party Service can expose you to price slippage and therefore lead to a loss of value of your Digital Assets; (ii) it is your sole responsibility to assess whether a quote or the parameters of your Limit Orders and/or Market Orders meet your requirements, including the parameters provided by

the Third-Party Service in order to manage any price slippage that may be suffered; and (iii) interacting with a Third-Party Service may expose you to a range of other risks including without limitation security risks and risk of loss of funds, particularly if such Third-Party Service or DEX has been compromised and you inadvertently authorise a malicious actor to access your Binance Keyless Wallet.

b) Swap using Binance Bridge

You may use Binance Bridge to (i) send a Digital Asset from one blockchain network to another (each, a “**Bridge Transaction**”) or (ii) proceed to a Bridge Transaction and at the same time exchange Digital Assets against other Digital Assets (each, a “**Cross-Chain Swap**”), together, “**Binance Bridge**”.

When you proceed to a Cross-Chain Swap, you acknowledge and agree that you will enter into a transaction with Binance.com or a Binance Wallet Affiliate, as applicable depending on the jurisdiction where you are located and the relevant Binance Wallet Affiliate offering you Binance Convert. Any Cross-Chain Swap is subject to the relevant provisions of the [Convert Product Terms](#) and by accepting a quote bearing the Binance Bridge label, you agree to be bound by the Convert Product Terms. Proceeding to a Cross-Chain Swap is subject to applicable fees that will be disclosed to you prior to any transaction.

When you proceed to a Bridge Transaction, you agree that you will enter into a transaction with Binance.com or a Binance Wallet Affiliate, as applicable depending on the jurisdiction where you are located and the relevant Binance Wallet Affiliate offering you Binance Wallet Services. The relevant provisions of the General Terms on Withdrawals apply to any Bridge Transaction you enter into. Withdrawal fees apply to your use of Binance Bridge. Withdrawals executed by Binance.com or any other Binance Wallet Affiliate are governed by Binance.com’s or (as the case may be) that other Binance Wallet Affiliate’s terms (which are not incorporated here).

Your use of Binance Bridge is subject to your compliance with the General Terms and Binance Wallet shall not be liable of any loss in a situation where a Bridge Transaction or a Cross-Chain Swap fails because of blocks or restrictions applied to your Binance.com Account.

c) Swap using Exchange Balance

When using the Swap Feature to conduct a Swap through a Third-Party Service (such as a DEX) and your Binance Keyless Wallet, you may elect to use the balance of Digital Assets in your Binance.com Account provided that you have a sufficient amount of the relevant Digital Asset in the ‘Spot Account’ or ‘Funding Account’ of your Binance.com Account and such functionality has been enabled on your Binance.com Account. To do so, you must click on the corresponding feature as displayed in the Binance Wallet Interface.

If you select to use such functionality, you understand and agree that (i) the Digital Assets in your Binance.com Account will be locked subject to a Conversion within the meaning of the [Binance Pay Terms](#) and converted into a stablecoin determined by Binance.com in its discretion, (ii) thereafter, Binance.com or a Binance Wallet Affiliate will convert the stablecoin into the form of Digital Assets that you want to acquire by acquiring such Digital Assets from the Third-Party Service, delivering such Digital Assets to the Blockchain Address controlled by you through your Binance Keyless Wallet and deducting the stablecoin from your Binance.com Account; (iii) the [Binance Pay Terms](#) will apply to such conversion of Digital Assets in your Binance.com Account into stablecoin and the [Convert Product Terms](#) will apply to the subsequent conversion of stablecoin into the Digital Asset that you want to acquire and (iv) as with any transaction occurring through a Third-Party Service and particularly through a decentralized exchange, such Transaction may fail for a variety of reasons including without limitation blockchain congestion.

If the Transaction succeeds, the Digital Assets you want to acquire will be delivered to the Blockchain Address controlled by you through your Binance Keyless Wallet. You acknowledge and agree that in accordance with the Binance Pay Terms the relevant amount of Digital Assets required to effect the Transaction may be converted into a stablecoin, at the applicable rate at the moment that you elect to enter into the Transaction, and this conversion into stablecoin will not be reversed if the Transaction fails. Accordingly, if you elect to enter into a Transaction, you will cease to hold the Digital Assets that you intended to use with the Swap Feature and will instead hold a stablecoin, even if the Transaction fails.

d) Entering into the Transaction

After accepting the specified quote or confirming a Market Order, in each case by clicking on the relevant functionality of the Binance Wallet Interface or if your Limit Order is filled, you will enter into an irreversible transaction. You understand and accept that the relevant Blockchain Address controlled by you through your Binance Keyless Wallet will interact with the relevant Binance Wallet Affiliate or the Third-Party Service you have selected and that you will enter into a transaction with the relevant Binance Wallet Affiliate or such Third-Party Service Provider.

By submitting a Limit Order you irrevocably authorise automatic execution once the market price meets your stated parameters. Your submission constitutes a binding order and deemed acceptance of the final execution price (including any partial fills) up to and including your limit price, plus applicable network or protocol fees. You acknowledge that (i) a Limit Order may execute at several price levels up to your stated limit, (ii) it may only be partially filled, or (iii) it may expire unfilled, all without further action or notice from Binance Wallet.

Execution depends on factors outside of Binance Wallet's control, including blockchain performance, counterparty liquidity and smart-contract logic, and Binance Wallet does not guarantee that any order will execute in full, at a particular price, within a certain time, or at all.

Whether you enter into a transaction with a Binance Wallet Affiliate or with a third-party through a Third-Party Service, it is your responsibility to check the competitiveness of the price and decide whether to accept the quote that is displayed.

4.2.2 Earn Feature

Through the Binance Wallet Interface, you may access yield-generating Third-Party Services offered by Third-Party Service Providers for Digital Assets. Binance Wallet only provides you with an interface to view and deal with these Third-Party Services. Binance Wallet does not make any representation, warranty, guarantee or provide any assurance whatsoever on the suitability of the Third-Party Service made available to you. You acknowledge and agree that by clicking on the relevant functionality through the Binance Wallet Interface, you will transfer your Digital Assets from a Blockchain Address controlled by you to a Third-Party Service Provider, including a DApp, smart contract and/or a protocol controlled by a third-party (and not Binance Wallet or any Binance Wallet Affiliate), exposing you to certain risks as identified in clause 10 (*Assumption of Risks*) of these Binance Wallet Terms.

You will be subject to the terms and conditions and functionalities of the Third-Party Service and relevant smart contract and/or protocol functionality. Depending on the terms and conditions to which you agree, your Digital Assets may be locked into the relevant Third-Party Service and smart contract or protocol and redeeming or withdrawing your Digital Assets may be subject to certain conditions or limitations. You understand and agree that if the relevant DApp, smart contract or protocol suffers any incident, which may

include without limitation a hack or some other security breach, your Digital Assets may be affected and may result in permanent loss at the time of or after the occurrence of the incident.

By using the Earn Feature, you acknowledge and agree (i) to be referred, as directed by you, by Binance Wallet to the relevant Third-Party Service (ii) Binance Wallet or Binance Wallet Affiliates may earn rewards, commissions, profit sharing, or any other form of remuneration in respect of such referral arrangements, which may take the form of Digital Assets, points or any other form of reward provided by the Third-Party Service and (iii) that you will have no right to share in or benefit from, nor will you have any direct or indirect interest in or entitlement to, any part of the Digital Assets or other rewards that may be received by Binance Wallet or Binance Wallet Affiliates in respect of such referral.

4.2.3 Access to Campaigns

The Binance Wallet Interface will grant you access to Campaigns offered through the relevant section of the Binance Wallet Interface, including without limitation the section labeled “Airdrop”. The Campaigns displayed in the Binance Wallet Interface may not be offered by Binance Wallet and may include Campaigns that are designed, managed and/or operated by Third-Party Issuers. You acknowledge and agree that, while Binance Wallet may cooperate with Third-Party Issuers to offer you the ability to access Campaigns and token rewards, Binance Wallet does not in any way directly or indirectly vet, endorse or approve any Third-Party Issuers or Campaigns that may be accessible by you through the Binance Wallet Interface from time to time.

The amount, form and availability of any reward, and the tasks, eligibility rules, time limits and other terms for earning or claiming that reward, will vary for each Campaign and will depend on the terms and conditions for the relevant Campaign as determined by the relevant Third-Party Issuer that operates and manages the Campaign or by Binance Wallet (in the case of Binance Wallet operated Campaigns), in each case as notified to you in the Binance Wallet Interface. You acknowledge and agree that Third-Party Issuers will determine the terms and conditions of each Campaign that they operate and manage, including without limitation the tasks or missions that are made available to you. By accepting the terms and conditions for a Campaign that is managed and operated by a Third-Party Issuer, as such terms and conditions made are available to you through the Binance Wallet Interface, you irrevocably agree to be bound by such terms and conditions and enter into a contractual relationship with the Third-Party Issuer in relation to the relevant Campaign. For the avoidance of doubt, Binance Wallet will not be a party to any contract that you enter into with a Third-Party Issuer in respect of a Campaign that is operated and managed by a Third-Party Issuer and Binance Wallet assumes no responsibility or liability whatsoever to you with respect to your participation in, and entitlement to receive rewards, from such Campaign, including (without limitation) for the performance, legality, tax treatment, ongoing support, value, marketability, transferability or redemption of any reward you may become entitled to receive.

You further acknowledge and agree that:

- Campaign rewards are not guaranteed. A Third-Party Issuer may amend, suspend or cancel a Campaign or refuse to distribute rewards at its discretion, and the listing, liquidity or value of any reward token is outside Binance Wallet’s control;
- While the Binance Wallet Interface may display risk labels, warnings or other notices, Binance Wallet has no obligation to (a) perform due-diligence on any Campaign or reward token, (b) monitor their ongoing compliance with law, or (c) update or remove a Campaign once posted;

- You acknowledge that any interaction you initiate to claim, mint, swap, stake or otherwise handle a reward token is an on-chain transaction that cannot be reversed once broadcast. You bear all network fees and the risk of failed, delayed or unconfirmed transactions;
- It is your responsibility to determine whether your participation is lawful in your jurisdiction, and to report, withhold and/or pay any taxes that may arise. Binance Wallet does not provide legal, financial or tax advice and will not report, collect or remit taxes on your behalf.

Generally, rewards in any form that are allocated to you in connection with a Campaign will be unlocked and transferred to one of your Binance Keyless Wallet Blockchain Addresses (or your Binance.com Account if such rewards do not constitute Digital Assets stored and issued on a Blockchain) at the end of the relevant Campaign, provided that Digital Assets acquired during a Booster Campaign or a Pre-TGE may be subject to certain lock-up periods where you may be restricted from claiming, trading, transferring, or disposing such Digital Assets. Transfer of any rewards is subject always to your compliance with the terms and conditions of such Campaign. Participation in a Campaign is subject to eligibility, including, without limitation based on your country or region of residence and Binance Wallet's KYC and compliance procedures.

4.2.4 Market Data Services

General access to Market Data. You may access Market Data Services through the Binance Wallet Interface. Any market-related information or trading signals on prices, Digital Assets, projects, DeFi protocol or any other information made available to you through the Binance Wallet Interface is provided for your information only and does not constitute an endorsement or recommendation from Binance Wallet. Information made available to you may be aggregated by Binance Wallet on the basis of various parameters such as trading volume, liquidity, and other data such as social media activity. You understand and accept that Binance Wallet does not guarantee a strict availability or accuracy of Market Data Services. The content provided in the context of the Market Data Services may be submitted or taken from unrelated third-party providers or sources. Binance Wallet does not review or monitor content for accuracy, completeness or reliability, and does not warrant or guarantee the accuracy, completeness, reliability or any other aspect of any content.

4.2.5 Binance Alpha

Binance Wallet may feature certain Digital Assets in a dedicated section of the Binance Wallet Interface labelled as Binance Alpha ("**Alpha Assets**"). You understand and accept that Alpha Assets are not issued or endorsed by Binance Wallet, that the featuring of a token as an Alpha Asset does not imply directly or indirectly that such token will be listed on the Platform. You further understand and acknowledge that the featuring of a token as an Alpha Asset is not intended to, and does not, constitute advice on or a recommendation with respect to any Alpha Asset, and should not be treated as advice or a recommendation or for any other purpose. You should not act or fail to act on the basis of any such labelling or listing. Use of or reliance on the information contained on the Binance Wallet Interface is entirely at your own risk.

Digital Assets prices can be extremely volatile, particularly for Digital Assets presenting a certain novelty or with low total market capitalisations, such as the Alpha Assets, which means that the value of your investment in the Alpha Assets may decline and you may lose all or part of the value of any amount invested in Alpha Assets. The risk of loss of all or part of your investment is magnified with Binance Alpha assets as they are subject to increased price volatility. Binance Wallet provides no assurance or guarantee whatsoever that the value of Alpha Assets will increase in value following their inclusion on the Binance

Wallet Interface. You should obtain independent financial advice tailored to your own particular financial circumstances before making any investment decision in Digital Assets.

Alpha Points. Binance Wallet operates a scoring system designed to evaluate user activity within the Binance Alpha and Binance Wallet ecosystems which determines user's eligibility for Campaigns, TGE participation, Airdrops of Alpha Assets and any other events for which user entry requirement is determined by reference to Alpha Points ("**Alpha Points**"). Further information about how to calculate Alpha Points can be found in the [Binance Alpha Points FAQs](#) (as may be amended from time to time by Binance Wallet). Binance Wallet reserves the right to change, modify or impose additional restrictions with respect to user's eligibility for Campaigns, TGE participation, Airdrops of Alpha Assets and any other events for which the user entry requirement is determined by reference to Alpha Points, including the criteria for the calculation of Alpha Points, in its sole discretion at any time, without prior notification. Calculations of Binance Alpha Points in accordance with the stated methodology, in the good faith discretion of Binance Wallet shall be final and binding on the user.

4.2.6 Token sales; Exclusive TGE

TGEs. You may use the Binance Wallet Interface to access exclusive TGEs (where this is made available in your jurisdiction at Binance's sole discretion). You acknowledge that you may participate in token sales made available by third-party DEXs from Third-Party Issuers. Third-Party Issuers have partnered with Binance Wallet in order for it to be featured in the Binance Wallet Interface. Binance Wallet reserves the right to change, modify or impose additional restrictions with respect to user's eligibility for TGE participation. Digital Assets sold via TGEs may be purchased via different purchase mechanics that we may introduce or discontinue from time to time. You are responsible to carefully review the corresponding terms and rules before participating in each TGE. Purchase mechanics may be sophisticated and you should engage in TGEs only if you have a good understanding of such mechanics. There is no guarantee that any token which is the subject of TGEs will be listed on the Platform in the future, nor is there any guarantee that these tokens' value will increase in the future. You are responsible to conduct your own research and ensure participation in the TGE is suitable for you.

Booster Campaigns and Pre-TGEs. You may also participate in Booster Campaigns and/or Pre-TGEs on the Binance Wallet Interface. You acknowledge that by participating in Booster Campaigns and/or Pre-TGEs, tokens which you acquire through subscription are subject to a lock-up period, meaning you may not be able to claim, trade, transfer, or dispose of these tokens for a period of time determined by the Third-Party Issuer after the conclusion of the TGE. You understand and accept the risks associated with participating in the Booster Campaigns and/or Pre-TGEs, including but not limited to the inability to claim or dispose of tokens during the lock-up period, market volatility, and project-specific risks. The fact that a Third-Party Issuer is involved in Booster Campaigns or a Pre-TGE should not be construed as an endorsement of the Third-Party Issuer nor the corresponding project by Binance Wallet, nor is it intended to serve as financial advice. Profits or returns are not guaranteed.

You acknowledge and agree that, while Binance Wallet may cooperate with Third-Party Issuers to feature TGEs, Booster Campaigns and Pre-TGEs in the Binance Wallet Interface, Binance Wallet does not in any way directly or indirectly vet, endorse, or approve any Third-Party Issuers, TGE, Booster Campaign, Pre-TGE or token that may be accessible by you through the Binance Wallet Interface from time to time.

The amount, form, and availability of any token allocation, and the tasks, eligibility rules, time limits, lock-up periods, and other terms for earning, claiming, or receiving tokens, will vary for each TGE, Booster Campaign or Pre-TGE and will depend on the terms and conditions for the relevant TGE, Booster Campaign

or Pre-TGE as determined by the relevant Third-Party Issuer or by Binance Wallet (in the case of Binance Wallet-operated TGEs, Booster Campaigns or Pre-TGEs).

You further acknowledge and agree that Third-Party Issuers will determine the terms and conditions of each TGE, Booster Campaign, or Pre-TGE that they operate and manage, including without limitation the subscription process, lock-up periods, and any other requirements or limitations. By accepting the terms and conditions for a TGE, Booster Campaign, or Pre-TGE that is managed and operated by a Third-Party Issuer, as such terms and conditions are made available to you through the Binance Wallet Interface, you irrevocably agree to be bound by such terms and conditions and enter into a contractual relationship with the relevant Third-Party Issuer in relation to the relevant TGE.

For the avoidance of doubt, Binance Wallet will not be a party to any contract that you enter into with a Third-Party Issuer in respect of a TGE, Booster Campaign, or Pre-TGE that is operated and managed by a Third-Party Issuer, and Binance Wallet assumes no responsibility or liability whatsoever for the performance, legality, tax treatment, ongoing support, value, marketability, transferability, or redemption of any token you may become entitled to receive.

You further acknowledge and agree that:

- Token allocations or rewards in connection with TGEs, Booster Campaigns, or Pre-TGEs are not guaranteed. A Third-Party Issuer may amend, suspend, or cancel a TGE, Booster Campaign or Pre-TGE or refuse to distribute tokens at its discretion, and the listing, liquidity, or value of any token is outside Binance Wallet's control.
- Any interaction you initiate to claim, mint, subscribe, swap, stake, or otherwise handle a token is an on-chain transaction that cannot be reversed once broadcast. You shall bear all network fees and the risk of failed, delayed, or unconfirmed transactions.
- It is your responsibility to determine whether your participation is lawful in your jurisdiction, and to report, withhold, and/or pay any taxes that may arise. Binance Wallet does not provide legal, financial, or tax advice and will not report, collect, or remit taxes on your behalf.

Binance Wallet does not hold any responsibility or liability for your engagement with the Third-Party Issuers involved in TGEs, Booster Campaigns, or Pre-TGEs. You are responsible to conduct your own research and ensure participation in any TGE, Booster Campaign, or Pre-TGE is suitable for you. All risk of engaging with Third-Party Issuers, TGEs, and related protocols rests with you.

You can find further information in these [FAQs](#).

Bonding Curve based TGEs. You may also participate in token sales relying on Bonding Curves, which are a pricing discovery mechanism used in token sales ("**Bonding Curves**"). For more information on Bonding Curves mechanism, you may consult this [FAQ](#).

You acknowledge and agree that:

- (i) ***Restricted Trading Environment*** - during the Bonding Curve based TGE subscription period, Digital Assets traded via a Bonding Curve mechanism can only be transacted within the Bonding Curve ecosystem (i.e. between other users who are also participating in the same Bonding Curve based TGE). No external transfers or trades outside the Bonding Curve ecosystem are possible during this period;

(ii) **Pending Orders and Lock-Up** - if the maximum purchase cap is temporarily reached, buy orders placed thereafter will enter a pending state and will be fulfilled only when and to the extent that tokens are sold back by other participants, thereby creating available capacity under the maximum purchase cap. You acknowledge and agree that orders placed during this limit-up phase cannot be cancelled, and your BNB will remain locked until (a) the pending order is filled (in whole or in part), or (b) the event concludes; and

(iii) **Event Timer and Listing** - the Bonding Curve based TGE operates on a countdown timer. Once the timer expires, (a) tokens become freely tradable, (b) all trading restrictions under sub-clause (i) above cease to apply, and (c) the tokens are listed on Binance Alpha. The price of tokens acquired through participation in Bonding Curve based TGEs is not fixed and will fluctuate depending on market forces and demand for the token pursuant to the Bonding Curve price algorithm.

Risk Acknowledgement - You expressly acknowledge and accept that you are solely responsible for understanding the risks associated with participating in Bonding Curve based TGEs, including but not limited to: (a) market volatility; (b) dynamic pricing based on algorithmic curves over which Binance Wallet has no control; (c) liquidity risk, including the risk that you may be unable to exit your position during the subscription period or that your order may remain in pending status for an extended or indefinite period; (d) project-specific risks; and (e) the risk of total loss of Digital Assets committed to the Binance Curve TGE. **No Guarantee** - Participation in Bonding Curve based TGEs does not guarantee any profit, return, or liquidity. Binance Wallet makes no representation or warranty regarding the performance, functionality or outcomes of any Bonding Curve based TGE mechanism. You must conduct your own due diligence before participating.

Other forms of token sales. From time to time, Binance Wallet may introduce different types of TGE/Pre-TGE mechanisms and structures (including, without limitation, Bonding Curve based TGEs, Prime Sale Edition Pre-TGEs, Dutch auction mechanisms, lottery-based allocations, and other subscription or distribution methods).

Unique Terms and User Responsibility - Each TGE, Pre-TGE or other token sale mechanism will be presented with its own unique rules, descriptions, terms and conditions, which may differ materially from those applicable to other token sales or TGE structures described elsewhere in these Binance Wallet Terms.

You are solely responsible for independently reviewing and evaluating these materials in their entirety and for determining, in your sole discretion and without reliance on Binance Wallet, whether the features, mechanics, purchase parameters, lock-up periods, liquidity constraints and risks involved in each such TGE, /Pre-TGEs or token sale mechanism are suitable, appropriate and acceptable for you having regard to your financial circumstances, risk tolerance, investment objectives and level of technical and financial sophistication.

4.2.7 Search Feature

You may access websites on the internet through the Search Feature. You should exercise caution when visiting third-party websites and clicking on links, as well as carefully consider and understand the terms and conditions of any websites that you access. While Binance Wallet may from time to time screen some (but not all) websites and may from time to time provide security warnings in respect of potentially malicious or high-risk websites, Binance Wallet will not in any circumstances be responsible or liable for the consequences of you accessing a third-party website. Binance Wallet does not review, monitor, endorse or control any third-party websites, and does not warrant, guarantee or provide any assurance as to the accuracy, completeness, reliability or any other aspect of third-party websites.

You must not use the Search Feature to engage in any illegal or malicious activities or visit any websites which are prohibited by any Applicable Law. Binance Wallet may, at its sole discretion, restrict access to certain websites available through the Search Feature.

From time to time, the Search Feature may also display DApps, smart contracts or protocols. You understand and accept that such DApps, smart contracts or protocols displayed through the Search Feature are not offered by Binance Wallet but are managed and operated by Third-Party Service Providers. Binance Wallet does not vet, endorse or approve any DApps, smart contracts or protocols that can be accessed by you through the Search Feature.

4.2.8 Meme Rush

Purpose and Scope. Meme Rush is a front-end integration of Third-Party Services facilitating the launch and trade of third-party Digital Assets labelled as “meme coins” (“**Meme Rush**”). Meme Rush provides trading functionality and transaction execution capabilities, as distinct from the informational display features described in clause 4.2.4 (*Market Data Services*). The provisions of this clause 4.2.8 govern your trading activities via Meme Rush, while clause 4.2.4 governs the display of information regarding tokens featured on Meme Rush.

Nature of Third-Party Services. You acknowledge and agree that Meme Rush integrates Third-Party Services operated by third parties, including, without limitation, Four.Meme, Pump.Fun, and other meme coin launch platforms, and that Binance Wallet does not operate, control, endorse, verify or approve any Third-Party Service integrated via Meme Rush or any Digital Assets available through such Third-Party Services. The disclaimers and limitations of liability set out in clause 8 (*Disclaimer of Warranties and Limitations of Liabilities*) apply with full force and effect to your use of Meme Rush and all transactions executed via Meme Rush.

4.2.9 Access to Perpetual Futures trading

You may access Third-Party Services integrated on the Binance Wallet Interface allowing you to seamlessly trade Perpetual Futures Contracts on Digital Assets. Binance Wallet does not operate Third-Party Services, nor is a counterparty to the underlying trades or take custody of Digital Assets you post as collateral. Trading perpetual contracts on a DEX involves significant risks including but not limited to volatility, leverage and liquidity risks. Perpetual contracts often involve leverage, amplifying both potential gains and losses.

Binance Wallet does not control, endorse, or guarantee any DEX offering trading services on perpetual contracts or other forms of derivative products. You acknowledge and agree that you bear full responsibility for conducting your own due diligence and making your own decisions before trading on these types of Digital Asset-related services.

4.2.10 Prediction Markets

The Binance Wallet Interface may provide you with access to, and enable you to interact with, certain decentralised prediction market protocols and platforms operated, issued and maintained by third parties (each a “**Prediction Market Platform**”) in order to acquire, hold and dispose of positions or contracts referencing the outcome of real-world events (including, without limitation, sports, politics, macroeconomic events and Digital Asset prices) (the “**Prediction Markets Feature**”). Prediction Market Platforms may include, without limitation, Predict and Probable (and any successor, replacement or

additional third-party platforms that Binance Wallet may integrate from time to time). The Prediction Markets Feature is a technology integration and routing/aggregation tool only.

You acknowledge and agree that the Prediction Markets Feature gives you access to Third-Party Services. Binance Wallet does not operate any Prediction Market Platform, does not sponsor, endorse, verify, approve or guarantee any Prediction Market Platform, and does not act as a counterparty to any position, contract, trade, prediction, wager or other transaction that you enter into using the Prediction Markets Feature. Any positions you acquire, hold or dispose of via the Prediction Markets Feature are created, priced, matched, cleared and/or settled by the relevant Prediction Market Platform and/or its smart contracts, and not by Binance Wallet. You may enter into transactions with anonymous third parties and/or liquidity pools on the relevant Prediction Market Platform.

You acknowledge and agree that transactions effected via the Prediction Markets Feature are blockchain transactions and are executed using Blockchain Addresses controlled by you through your Binance Keyless Wallet (or Aggregated Wallet, where applicable). Blockchain transactions are generally irreversible once broadcast/confirmed. Binance Wallet does not custody, hold, safeguard, possess or control your Digital Assets and does not transmit or execute your orders; it provides software and interfaces that enable connectivity to Prediction Market Platforms (including through the SAS Solution or other signing methods, where applicable).

In order to use the Prediction Markets Feature you may be able to select a funding source as displayed in the Binance Wallet Interface, including (i) your Web3 wallet balance, or (ii) Digital Assets held in your Binance.com Account. Where you elect to use your Binance.com Account balance, you understand and agree that (a) the relevant balance may be debited, locked and/or converted using Binance Pay and/or other applicable Binance.com or Binance Wallet Affiliate services and subject to applicable risk controls, restrictions, and compliance checks; (b) the Binance Pay Terms and/or other applicable product terms may apply to such debiting, locking and/or conversion; and (c) Binance Wallet does not guarantee that any transaction will be processed or completed, including where it is blocked, delayed or rejected due to Applicable Law, sanctions, fraud prevention, risk controls, operational limits, or restrictions on your Binance.com Account.

Prediction Markets positions settle based on the outcome determination mechanism of the relevant Prediction Market Platform (which may include third-party data sources, oracles, administrator determinations, decentralised governance, and/or smart contract logic). Binance Wallet does not control, verify or guarantee the accuracy, integrity, availability, timeliness or finality of any outcome determination, oracle, data source, market resolution, settlement process or dispute process used by a Prediction Market Platform. You acknowledge and agree that (i) outcomes may be disputed, challenged, reversed, delayed, or amended in accordance with the Prediction Market Platform's rules and/or smart contracts; (ii) markets may be paused, cancelled, resolved as "invalid", or otherwise terminated; and (iii) you may receive no return and/or may lose all Digital Assets committed to a position.

You acknowledge and agree that prices displayed through the Binance Wallet Interface are derived from Prediction Market Platforms and/or other Third-Party Services and may be indicative only. Binance Wallet does not represent that any price is accurate, fair or the best available. Liquidity, the ability to enter, sell, close or exit any position prior to settlement, and the price at which you can do so, depend on factors outside Binance Wallet's control (including third-party liquidity, blockchain conditions and smart-contract functionality). You may be unable to sell or unwind a position, or may do so only at a materially worse price than expected.

Risk warning. Prediction Markets involve significant risk. Without limitation: (i) you may lose some or all of the Digital Assets you commit; (ii) Prediction Markets may be highly volatile and are subject to abrupt

price changes and slippage; (iii) you may face smart contract, oracle, governance and cybersecurity risks; (iv) Prediction Market Platforms may suffer outages, hacks, exploits, insolvency, enforcement action or other events that prevent, delay or alter execution or settlement; and (v) regulatory treatment of prediction markets is uncertain and may change. You should only use the Prediction Markets Feature if you fully understand these risks and have determined that it is suitable for you.

You are solely responsible for determining whether your access to and use of the Prediction Markets Feature (and any Prediction Market Platform) is lawful in your jurisdiction and for complying with Applicable Law (including any licensing, approvals or registrations that may apply to you). Binance Wallet may restrict, block, suspend or terminate access to the Prediction Markets Feature for any user, jurisdiction or transaction at any time in its sole discretion, including to comply with Applicable Law or to manage risk.

Binance Wallet may (but is not obliged to) charge fees in connection with your use of the Prediction Markets Feature and may share in fees, commissions, rebates, spreads, incentive payments or other remuneration received from Prediction Market Platforms or other third parties in connection with your use of the Prediction Markets Feature (including referral or revenue-sharing arrangements). Any applicable Binance Wallet fees will be disclosed to you prior to entering into the relevant transaction in the Binance Wallet Interface. You may also incur fees charged by Prediction Market Platforms and/or blockchain networks (including gas fees), which may be variable and are not controlled by Binance Wallet.

Prediction Markets are not provided by [Binance ADGM \(Abu Dhabi Global Markets\) entities](#) and can only be accessed if you hold a Binance Wallet. The Binance Wallet Services are provided by Binance Barbados Limited. The Binance Wallet Services are not under the supervision of the Financial Services Regulatory Authority or any other regulatory authority. Binance Wallet does not sponsor, endorse, or guarantee any Prediction Market Platform or other Third-Party Services accessible through the Prediction Markets Feature. You may lose part or all of what you have committed through the Prediction Markets Feature.

4.2.11 Tokenised Securities

Purpose and Scope. The Binance Wallet Interface may provide you with access to blockchain-based financial instruments that reference the economic performance of shares of companies (each, a “**Tokenised Stock**” and together, the “**Tokenised Stocks Feature**”). Tokenised Stocks are issued, managed and operated by independent third-party issuers (each, a “**Tokenised Stock Issuer**”) and are not issued, operated or guaranteed by Binance Wallet. Binance Wallet provides access to the Tokenised Stocks Feature as a display and access channel only. The Tokenised Stocks Feature is a Third-Party Service for the purposes of these Binance Wallet Terms.

Nature of Tokenised Stocks. Tokenised Stocks are blockchain-based financial instruments that are designed to reference the economic performance of the relevant underlying company shares (the “**Underlying Shares**”). By accessing the Tokenised Stocks Feature and holding any Tokenised Stock, you acknowledge and agree that:

- you acquire contractual rights against the Tokenised Stock Issuer only. You do not acquire any ownership interest in, or legal or beneficial title to, the Underlying Shares;
- you have no voting rights, dividend entitlements, or other shareholder rights in respect of the Underlying Shares or the issuer of those shares;
- the value of a Tokenised Stock is determined by reference to the prevailing market price of the Underlying Shares as published by the reference source(s) specified by the Tokenised Stock Issuer, subject to the pricing methodology, fees, deductions and adjustments set out in the applicable

Tokenised Stock Issuer documentation; and

- in the event the Tokenised Stock Issuer fails or becomes insolvent, your ability to recover any amount will be limited to the collateral or assets available in accordance with the Tokenised Stock Issuer's documentation, and you may lose all or part of your investment.

Role of Binance Wallet. Binance Wallet acts solely as a technology service provider and a display and access channel for the Tokenised Stocks Feature (and in doing so may convert your transaction parameters into blockchain-legible commands for signature and transmission to the Tokenised Stock Issuer). Binance Wallet is not the issuer, underwriter, distributor, arranger, placement agent, investment adviser or counterparty of any Tokenised Stock and is not a counterparty to any transaction in Tokenised Stocks. Binance Wallet does not solicit, recommend, or procure subscriptions or transactions in any Tokenised Stock. Binance Wallet does not sponsor, endorse, verify, approve or guarantee any Tokenised Stock Issuer, any Tokenised Stock, or the Underlying Shares to which any Tokenised Stock relates. References to Underlying Shares or the companies to which they relate in the Binance Wallet Interface are for descriptive purposes only. Binance Wallet has no affiliation, partnership or endorsement from any such company unless otherwise expressly stated.

Regulatory Status. The Tokenised Stocks Feature on Binance Wallet is not provided by any Binance ADGM Entities and is not supervised by the Financial Services Regulatory Authority ("FSRA") of the ADGM or any other regulatory authority. Binance Wallet is not licensed or registered as a broker, dealer, securities company, investment adviser or custodian in any jurisdiction in respect of the Tokenised Stocks Feature. Tokenised Stock Issuer documentation has not been reviewed or approved by the FSRA or any other regulatory authority for the purposes of admission to trading or distribution. You do not benefit from the regulatory protections that would apply to a regulator-approved prospectus or primary market offering. You must rely solely on the disclosures and documentation provided by the Tokenised Stock Issuer. Funds or assets deposited or held in connection with the Tokenised Stocks Feature are not protected by any deposit guarantee scheme, investor compensation fund, or similar arrangement.

Access and Trading. You may access the Tokenised Stocks Feature through the Binance Wallet Interface and interact with Tokenised Stocks through Third-Party Services, including third-party trading venues and on-chain protocols. Any trading of Tokenised Stocks is subject to the provisions of these Terms and is not operated or controlled by Binance Wallet. Binance Wallet does not guarantee liquidity, price, or the availability of trading in any Tokenised Stock at any given time.

Trading Restrictions and Price Divergence. Access to and trading of Tokenised Stocks through the Binance Wallet Interface may be subject to restrictions based on the trading hours of the exchange on which the Underlying Shares are listed. The price of a Tokenised Stock displayed in the Binance Wallet Interface may differ from the reference value derived from the price of the Underlying Shares as a result of, among other things, trading hours differences, liquidity constraints, fees, deductions, or prevailing market conditions. Binance Wallet makes no representation or guarantee that the price displayed in the Binance Wallet Interface will track the reference value of any Tokenised Stock at any time.

Availability; Inability to Offer; Refund. The Tokenised Stocks available through the Binance Wallet Interface are listed in the relevant section of the Binance Wallet Interface and may change from time to time. In the event that Binance Wallet is unable to provide access to any or all of the Tokenised Stocks listed — whether due to regulatory requirements, Tokenised Stock Issuer action, market disruption, technical failure, or any other reason — eligible users will receive a full refund of any funds pledged in connection with any Tokenised Stock that cannot be made available.

Suspension and Removal. Binance Wallet may, in its sole discretion and without prior notice where circumstances require, suspend or remove access to any Tokenised Stock through the Binance Wallet Interface at any time, including where:

- required by any Applicable Law or regulatory direction;
- the Tokenised Stock Issuer defaults, becomes insolvent, or fails to maintain adequate collateral, disclosure, or operational standards;
- the Underlying Shares are suspended or delisted from the relevant stock exchange if it is a publicly traded stock;
- Binance Wallet determines that continued access presents market integrity, legal, or operational risk; or
- technical or other operational disruption prevents the safe operation of the Tokenised Stocks Feature.

Following any such suspension or removal, you may only seek to withdraw any Tokenised Stocks from your Binance Keyless Wallet or seek redemption directly with the Tokenised Stock Issuer in accordance with the Tokenised Stock Issuer's terms.

Settlement. Settlement of transactions in Tokenised Stocks and any redemption proceeds may be denominated and settled in stablecoins or other Digital Assets as specified in the applicable Tokenised Stock Issuer documentation. Binance Wallet makes no representation as to the continued availability, regulatory status, or convertibility of any settlement currency used in connection with Tokenised Stocks.

Third-Party Issuer; No Verification; Disputes. Each Tokenised Stock is issued and managed by a Tokenised Stock Issuer that is independent of Binance Wallet. Binance Wallet has not independently verified the legal ownership of any Underlying Shares by any Tokenised Stock Issuer or special purpose vehicle, the adequacy of any collateral arrangement, or any representation made by a Tokenised Stock Issuer. All product-specific information, including information contained in any issuer disclosure documents or admission to trading notices, is provided by the Tokenised Stock Issuer and not by Binance Wallet. Binance Wallet does not accept responsibility for the accuracy, completeness or currency of any such information. Any dispute relating to a Tokenised Stock Issuer's obligations, including in respect of redemption, collateral sufficiency, or disclosure, is a matter between you and the Tokenised Stock Issuer. Binance Wallet will not act as intermediary in any such dispute.

Risk Warning. Tokenised Stocks involve significant risks. Without limitation:

- the value of a Tokenised Stock may go down as well as up and you may lose all or part of your investment;
- the credit and insolvency risk of the Tokenised Stock Issuer and, in the event of its insolvency, your recovery is limited to available collateral;
- illiquidity - there is no guarantee that an active secondary market will develop or be maintained. You may not be able to sell your Tokenised Stocks at the price or time of your choosing;
- the trading price of a Tokenised Stock may differ materially from the market value of the Underlying Shares;
- the regulatory treatment of tokenised financial instruments is evolving across jurisdictions and may change. Changes in Applicable Law may adversely affect your ability to hold, trade or redeem Tokenised Stocks. Regulators may determine that the Tokenised Stocks Feature, or any component of it, constitutes a regulated activity requiring licensing or authorisation that has not been obtained, which could result in the immediate suspension or termination of the Tokenised Stocks Feature without prior notice;

- certain regulators may characterise tokenised instruments referencing underlying securities (including the Tokenised Stocks) as security-based swaps, derivatives, or other regulated instruments, which may be subject to additional restrictions, execution constraints, or eligibility requirements;
- funds or assets deposited or held in connection with the Tokenised Stocks Feature are not protected by any deposit guarantee scheme, investor compensation fund, or similar arrangement;
- Tokenised Stocks are recorded on blockchain infrastructure and are subject to software vulnerabilities, smart contract risks, cyberattacks and technological risks that may result in loss or inaccessibility of your holdings;
- settlement and redemption may be made in stablecoins or other Digital Assets that are not regulated or authorised in all jurisdictions; and
- past performance of the Underlying Shares is not indicative of future performance of any Tokenised Stock.

This risk warning is not exhaustive. You should carefully review all disclosures provided by the Tokenised Stock Issuer before using the Tokenised Stocks Feature.

No Advice; User Responsibility. The Tokenised Stocks Feature is provided for information and access purposes only and does not constitute investment, financial, legal, or tax advice. Binance Wallet does not make any recommendation as to the suitability of any Tokenised Stock for any particular user. You are solely responsible for reviewing all documentation made available by the Tokenised Stock Issuer, conducting your own due diligence, and determining whether using the Tokenised Stocks Feature is appropriate for you having regard to your investment objectives, financial circumstances, and risk tolerance. Binance Wallet's inclusion of any Tokenised Stock in the Binance Wallet Interface is not an endorsement of the Tokenised Stock Issuer, the Underlying Shares, or any related structure. It is your responsibility to determine whether your access to and use of the Tokenised Stocks Feature is lawful in your jurisdiction and to comply with any Applicable Law. Binance Wallet does not provide tax advice and you are solely responsible for any tax obligations arising in connection with your use of the Tokenised Stocks Feature.

Limitation of Liability — Tokenised Stocks. To the maximum extent permitted by Applicable Law, Binance Wallet shall not be liable for any loss, damage, cost, expense, or claim arising from or in connection with: (a) the acts, omissions, default, fraud, or insolvency of any Tokenised Stock Issuer; (b) the accuracy, completeness, or timeliness of information provided by the Tokenised Stock Issuer; (c) any failure, delay, or error in the settlement, distribution, or redemption of any Tokenised Stock or settlement currency by the Tokenised Stock Issuer; (d) the regulatory classification or treatment of any Tokenised Stock in any jurisdiction; (e) any smart contract vulnerability, failure, or exploit in contracts deployed by the Tokenised Stock Issuer or any third party; or (f) any suspension, removal, or termination of the Tokenised Stocks Feature pursuant to these Terms. To the maximum extent permitted by Applicable Law, Binance Wallet's aggregate liability in connection with the Tokenised Stocks Feature shall not exceed the fees (if any) received by Binance Wallet directly attributable to your use of the Tokenised Stocks Feature. In no event shall Binance Wallet be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, loss of data, or loss of opportunity, howsoever arising.

4.2.11.1 Pre-IPO Tokenised Securities

Purpose and Scope. The Binance Wallet Interface may provide you with access to subscription campaigns for tokenised assets referencing pre-initial public offering ("**Pre-IPO**") private company securities, structured through special purpose vehicles ("**SPVs**") and issued by third-party token issuers (each a "**Pre-IPO Issuer**") (the "**Pre-IPO Feature**"). The Pre-IPO Feature enables eligible users to interact with

blockchain and other protocols, and third-party services, to subscribe for Pre-IPO Tokens during a defined subscription window using eligible Digital Assets . Pre-IPO Tokens are intended for users to gain exposure, including without limitation indirect exposure to shares in a private company. They do not represent, and should not be construed as representing, direct legal ownership of shares in any underlying private company, nor do they directly confer any rights of legal ownership in such shares. There is also no guarantee that the Pre-IPO private company will necessarily attempt to or actually undergo a full and successful IPO process.

Role of Binance Wallet — Technology and Operational Service Provider. Binance Wallet acts as a technology and operational service provider in respect of the Pre-IPO Feature. In connection with the Pre-IPO Feature, Binance Wallet may perform certain administrative and operational functions on behalf of, and at the direction of, the Pre-IPO Issuer, including (without limitation): (a) deploying or managing smart contracts through which user subscription funds are received and held pending allocation; (b) maintaining accounts with third-party platforms or exchanges for the purpose of facilitating the acquisition, receipt, or transfer of tokenised assets or interests on behalf of the Pre-IPO Issuer; and (c) distributing allocated Pre-IPO Tokens or refunding excess subscription funds to users' Binance Keyless Wallets. In performing these operational functions, Binance Wallet acts in a purely ministerial and non-discretionary capacity as an administrative service provider to the Pre-IPO Issuer. Binance Wallet does not exercise investment discretion, does not determine pricing, allocation methodology, or the terms on which Pre-IPO Tokens are offered, and does not make or influence any decision as to which users receive allocations or the quantum of any such allocation. Allocations are calculated on a pro-rata basis in accordance with pre-determined rules established by the Pre-IPO Issuer, and Binance Wallet applies those rules mechanically without adjustment to individual user allocations.

Notwithstanding the foregoing, Binance Wallet is not the issuer, underwriter, broker, dealer, distributor, arranger, placement agent, investment adviser, or counterparty in respect of any Pre-IPO Token. Binance Wallet does not solicit, recommend, or procure subscriptions or transactions in any Pre-IPO Token. Binance Wallet does not provide any investment advice, suitability assessment, or recommendation in connection with the Pre-IPO Feature. The performance of administrative and operational functions by Binance Wallet on behalf of the Pre-IPO Issuer does not constitute the conduct of securities business, brokerage, dealing, arranging, underwriting, or any other regulated financial activity by Binance Wallet in its own right or for its own account, and Binance Wallet does not hold itself out as performing any such regulated activity.

Nature of Product and Third-Party Involvement. You acknowledge and agree that:

- The Pre-IPO Feature is a feature provided by a third party and integrated onto the Binance Wallet interface. Binance Wallet is not the issuer, broker, dealer, underwriter, distributor, or arranger of any Pre-IPO Token. Binance Wallet does not sponsor, endorse, verify, or approve any Pre-IPO Issuer, SPV, or underlying private company referenced in any campaign;
- Pre-IPO Tokens represent interests in a SPV or fund structure established by the Pre-IPO Issuer. The legal and beneficial ownership of any underlying private company shares does not rest with you, the user. The precise nature of your interest will be governed by the Pre-IPO Issuer's offering documents, which you are solely responsible for reviewing and understanding before subscribing;
- References to underlying private companies in the Binance Wallet Interface are for descriptive purposes only. Binance Wallet has no affiliation, partnership, authorisation, or endorsement from any such private company unless otherwise stated, and we make no guarantee that such company has endorsed the Pre-IPO Feature or any Pre-IPO Token;

- Binance Wallet has not independently verified the legal ownership of underlying shares by any SPV, the existence or enforceability of any right of first refusal waiver, or any representation made by a Pre-IPO Issuer with respect to its relationship with the underlying private company. You must conduct your own due diligence on the Pre-IPO Issuer and the SPV structure prior to subscribing.
- Where Binance Wallet performs operational or administrative functions in connection with the Pre-IPO Feature (including managing subscription smart contracts, maintaining accounts with third-party platforms, or distributing allocations), it does so solely as a service provider to the Pre-IPO Issuer and not as your agent, fiduciary, custodian, or counterparty;
- Binance Wallet may maintain accounts with third-party exchanges or platforms (including, without limitation, centralised exchanges) for the purpose of facilitating the acquisition, receipt, holding, or transfer of tokenised assets or interests in connection with the Pre-IPO Feature. Such accounts are maintained by Binance Wallet as an operational service provider to the Pre-IPO Issuer. You have no direct claim or entitlement against any such third-party exchange or platform, and your sole contractual counterparty in respect of any Pre-IPO Token remains the Pre-IPO Issuer; and
- Binance Wallet has no obligation to perform due diligence on the Pre-IPO Issuer, verify its representations, confirm the existence or adequacy of SPV structures, monitor ongoing compliance by the Pre-IPO Issuer, or take any action on your behalf against the Pre-IPO Issuer.

Subscription Mechanics. During the subscription window, you may deposit eligible Digital Assets up to your personal allocation cap. Deposits are locked upon confirmation and cannot be cancelled. User subscription funds are deposited into a smart contract managed by Binance Wallet on behalf of, and at the direction of, the Pre-IPO Issuer. Binance Wallet holds such funds in its capacity as an administrative service provider to the Pre-IPO Issuer pending the completion of the allocation process, and not on its own account or for its own benefit. Upon the close of the subscription window, the final allocation is calculated on a pro-rata basis determined by the total project supply, your deposit amount, and the aggregate subscription amount, in accordance with the allocation methodology established by the Pre-IPO Issuer. All decisions relating to subscription pricing, token supply, allocation methodology, and the rules governing pro-rata calculations are made solely by the Pre-IPO Issuer in accordance with its offering documentation. Binance Wallet applies those rules mechanically and does not exercise discretion in determining individual user allocations.

Allocated Pre-IPO Tokens will be distributed to your Binance Keyless Wallet by Binance Wallet, acting as administrative service provider on behalf of the Pre-IPO Issuer. Excess deposits will be refunded to your Binance Keyless Wallet by Binance Wallet on behalf of the Pre-IPO Issuer. In performing these distribution and refund functions, Binance Wallet acts in a ministerial capacity only, applying the Pre-IPO Issuer's allocation rules without exercising discretion as to individual allocations or timing (save for any delay arising from operational or technical constraints). You acknowledge that certain distribution steps may be performed manually by Binance Wallet where the relevant smart contract infrastructure does not accommodate automated distribution for the specific campaign parameters, but that any such manual distribution follows the same pro-rata allocation methodology and does not involve Binance Wallet exercising discretion over individual user allocations.

Lock-Up and Conversion. Underlying shares corresponding to Pre-IPO Tokens may be subject to a lock-up period, the terms of which will be disclosed separately for each campaign. During the lock-up period, Pre-IPO Tokens may be tradeable in the Binance Wallet Interface. Upon expiry of the lock-up period, Pre-IPO Tokens may be converted into tokens pegged to real shares at a ratio dependent on the actual company shares issued at IPO. Binance Wallet makes no representation, warranty, or guarantee regarding the timing, value, or mechanics of any such conversion, or that an IPO will occur.

Post-Settlement Trading. Following the subscription and claim process, Pre-IPO Tokens may be available for trading via the Binance Wallet Interface through Third-Party DEXs or other on-chain protocols. Such trading is subject to the provisions of clause 4.2.1 (Swap Feature) and is not operated or controlled by Binance Wallet. Binance Wallet does not guarantee liquidity, price, or the availability of trading at any given time.

Risk Warning. Investing in Pre-IPO Tokenised Securities involve risks. Without limitation:

- Pre-IPO Tokens represent interests in a layered SPV structure with indirect exposure to private company shares. You may never receive direct ownership of any underlying shares regardless of any IPO event;
- Private companies are under no obligation to proceed with an IPO. If no IPO occurs, conversion rights may be rendered worthless;
- The underlying private company may exercise rights of first refusal, impose transfer restrictions, or take legal action that adversely affects the SPV structure and the value of Pre-IPO Tokens. Binance Wallet assumes no responsibility for any such issuer action;
- SPV and counterparty risks are material. The Pre-IPO Issuer, fund manager, or any intermediary SPV may fail, become insolvent, be subject to enforcement action, or otherwise be unable to perform their obligations;
- Pre-IPO Tokens are highly illiquid assets prior to any IPO event. Secondary market liquidity, where available, is not guaranteed and prices may deviate significantly from any subscription price;
- Regulatory treatment of tokenised pre-IPO securities varies across jurisdictions and may change. Access to the Pre-IPO Feature is subject to jurisdictional restrictions. You are solely responsible for determining whether your participation is lawful in your jurisdiction;
- Certain regulators may characterise tokenised instruments referencing pre-IPO securities as security-based swaps, derivatives, or other regulated instruments, which may be subject to additional restrictions, execution constraints, or eligibility requirements that could adversely affect your ability to hold, trade, or redeem Pre-IPO Tokens;
- The subscription and allocation process involves interaction with smart contracts deployed by the Pre-IPO Issuer or third parties. Such smart contracts may contain bugs, vulnerabilities, or may not perform as described. Binance Wallet does not audit, warrant, or accept responsibility for the security, correctness, or performance of any third-party smart contract;
- Certain operational steps in connection with the Pre-IPO Feature, including the distribution of allocated Pre-IPO Tokens and the refund of excess subscription funds, may be performed manually by Binance Wallet (acting as administrative service provider to the Pre-IPO Issuer) where the relevant smart contract infrastructure does not accommodate automated distribution for the specific campaign parameters. Manual processes are subject to human error, delay, and operational risk. Binance Wallet does not accept liability for any loss arising from delays or errors in manual distribution, save to the extent caused by its own gross negligence or wilful misconduct;
- Subscription funds deposited in connection with the Pre-IPO Feature are held in a smart contract managed by Binance Wallet on behalf of the Pre-IPO Issuer and are not segregated in a manner that would satisfy client asset or custody requirements in any jurisdiction. Such funds or assets are

not protected by any deposit guarantee scheme, investor compensation fund, or similar arrangement. In the event of the insolvency of Binance Wallet or any operational failure, your ability to recover subscription funds may be limited;

- Binance Wallet does not provide tax advice. You are solely responsible for your own tax obligations; and
- You may lose all or part of your subscribed amount.

No Advice. User Responsibility. The Pre-IPO Feature is provided for information and access purposes only and does not constitute investment, financial, legal, or tax advice. Binance Wallet does not make any recommendation as to the suitability of any Pre-IPO campaign or token for any user. You are solely responsible for reviewing all offering documentation made available by the Pre-IPO Issuer, conducting your own due diligence, and determining whether participation is appropriate for you having regard to your financial circumstances and risk tolerance. Binance Wallet's inclusion of a Pre-IPO campaign in the Binance Wallet Interface is not an endorsement of the Pre-IPO Issuer, the underlying company, or the SPV structure.

Eligibility. Access to the Pre-IPO Feature is subject to eligibility requirements including KYC verification, jurisdictional restrictions, and such other conditions as Binance Wallet may specify from time to time. Binance Wallet reserves the right to modify eligibility requirements, suspend access, disqualify participation, refuse allocation, or restrict claims where it identifies violations, anomalies, or compliance concerns, in its sole discretion.

Limitation of Liability — Pre-IPO Feature. To the maximum extent permitted by Applicable Law, Binance Wallet shall not be liable for any loss, damage, cost, expense, or claim arising from or in connection with: (a) the acts, omissions, default, fraud, or insolvency of any Pre-IPO Issuer, SPV, fund manager, or any intermediary; (b) the accuracy, completeness, or timeliness of information provided by the Pre-IPO Issuer; (c) any failure, delay, or error in the allocation, distribution, conversion, or refund of Digital Assets or Pre-IPO Tokens, save to the extent directly caused by Binance Wallet's gross negligence or wilful misconduct in performing its administrative distribution functions; (d) the regulatory classification or treatment of Pre-IPO Tokens in any jurisdiction; (e) any exercise of rights of first refusal, transfer restrictions, or other actions by the underlying private company; (f) any conversion, lock-up, or post-IPO mechanics, including the failure of an IPO to occur; (g) any smart contract vulnerability, failure, or exploit, including in contracts managed by Binance Wallet on behalf of the Pre-IPO Issuer; (h) any delay, error, or failure in any manual operational or distribution process, save to the extent directly caused by Binance Wallet's gross negligence or wilful misconduct; (i) any act, omission, insolvency, or default of any third-party exchange or platform with which Binance Wallet maintains accounts in connection with the Pre-IPO Feature; or (j) any suspension, removal, or termination of the Pre-IPO Feature pursuant to these Terms. To the maximum extent permitted by Applicable Law, Binance Wallet's aggregate liability in connection with the Pre-IPO Feature shall not exceed the lesser of: (i) the fees (if any) received by Binance Wallet directly attributable to your participation in the relevant Pre-IPO campaign; or (ii) the amount of your subscription funds actually deposited by you in connection with the relevant Pre-IPO campaign. In no event shall Binance Wallet be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, loss of data, or loss of opportunity, howsoever arising.

Suspension and Termination. Binance Wallet may, in its sole discretion and without prior notice where circumstances require, suspend, restrict, or terminate the Pre-IPO Feature or any Pre-IPO campaign at any time, including where:

- required by any Applicable Law or regulatory direction;

- the Pre-IPO Issuer defaults, becomes insolvent, or fails to maintain adequate disclosure, operational standards, or compliance with its own offering documentation;
- Binance Wallet determines that continued operation of the Pre-IPO Feature or any campaign presents legal, regulatory, compliance, market integrity, or operational risk;
- the underlying private company takes action (including exercising rights of first refusal) that adversely affects the SPV structure, the Pre-IPO Tokens, or the Pre-IPO Feature; or
- technical or other operational disruption prevents the safe operation of the Pre-IPO Feature.

Binance Wallet may also reverse, cancel, or claw back any allocation, distribution, or refund where Binance Wallet identifies irregularities, compliance concerns, or where required by Applicable Law or regulatory direction. Following any such suspension or termination, you may only seek recourse directly with the Pre-IPO Issuer in accordance with the Pre-IPO Issuer's terms.

4.2.12 Event Rush

Purpose and Scope. The Binance Wallet Interface provides a dedicated integration with 42.space, a third-party decentralised asset-issuance protocol deployed on BNB Chain, through which real-world event outcomes are tokenised as liquid tradeable assets ("**Event Tokens**") (the "**Event Rush Feature**"). The Event Rush Feature enables you to discover, purchase, hold, trade, and manage Event Tokens from within the Binance Wallet Interface.

Nature of Third-Party Services. You acknowledge and agree that:

- 42.space is a third-party decentralised protocol operated independently of Binance Wallet. Binance Wallet does not operate, control, own, endorse, verify, approve, or guarantee 42.space, its smart contracts, its systems, its resolution mechanisms, or any Event Token created, listed, or resolved on 42.space;
- All trading, custody, and settlement of Event Tokens occur on 42.space smart contracts deployed on BNB Chain. Binance Wallet is an access and routing layer only: it displays Event Tokens in a dedicated Events section of the Binance Wallet App, routes user transactions to 42.space contracts, and displays user holdings. Binance Wallet does not hold, store, custody, or control any user funds or Event Tokens;
- Events are created, curated, managed, and resolved exclusively by 42.space. Binance Wallet has no role in determining which events are listed, how outcomes are defined, what resolution sources are used, or how winning outcomes are determined.

Event Token Mechanics. Event Tokens are ERC-6909 tokens deployed on BNB Chain representing a user's position on a particular outcome of a real-world event. Prices are not fixed probability representations; they reflect dynamic capital flows and relative conviction among participants through a protocol-native Automated Market Maker (AMM). At resolution, the relevant 42.space on-chain oracle determines the winning outcome. All collateral committed to losing outcomes is pooled and redistributed pro-rata to holders of the winning outcome token. You acknowledge and accept that uncapped return potential carries a corresponding risk of total loss.

Risk Warning. The Event Rush Feature involves significant risks. Without limitation:

- You may lose all Digital Assets committed to Event Tokens even if the outcome you hold does prevail at resolution;
- Prices of Event Tokens are algorithmically determined and may be highly volatile, reflecting capital flows rather than accurate probability assessments. Prices may move rapidly and without warning;
- Resolution of events is performed by 42.space's on-chain oracle and/or resolution mechanisms, which Binance Wallet does not control, verify, or guarantee. Outcomes may be disputed, delayed, cancelled, or resolved as invalid;
- 42.space smart contracts may be subject to bugs, exploits, governance attacks, or other security incidents that result in loss of funds. Binance Wallet does not guarantee the security, availability, or continued operation of 42.space or any of its smart contracts;
- Liquidity is protocol-native and not guaranteed. You may be unable to exit a position or may do so only at a materially different price to that expected;
- Regulatory treatment of event-outcome tokenised products varies across jurisdictions and may change. You are solely responsible for determining whether your participation is lawful in your jurisdiction; and
- Blockchain transactions are irreversible once confirmed. You bear all network fees, slippage risk, and the risk of failed or delayed transactions.

No Advice. User Responsibility. The Event Rush Feature is provided for access purposes only and does not constitute investment, financial, legal, or tax advice. The inclusion of any event or Event Token in the Binance Wallet Interface is not an endorsement of 42.space, the relevant event, or any outcome. You are solely responsible for conducting your own research and determining whether the Event Rush Feature is suitable for you. Binance Wallet assumes no responsibility or liability whatsoever in respect of any Event Token, any transaction you enter into via 42.space, or any loss you suffer as a result of using the Event Rush Feature.

Fees. Binance Wallet may charge fees in connection with the Event Rush Feature and may receive remuneration from 42.space in connection with transactions routed through the Binance Wallet Interface. Any applicable Binance Wallet fees will be disclosed prior to transaction execution. You may also incur protocol fees and blockchain network fees (including gas fees) not controlled by Binance Wallet.

4.2.13 Web3 API

Binance Wallet may make available a set of application programming interfaces ("**Web3 API**") that provides programmatic access to certain Binance Wallet Services and Third-Party Services, including real-time market data, token price information, swap quote aggregation, and transaction construction and broadcast functionality. The Web3 API is a technology tool only.

You acknowledge and agree that:

- (a) the Web3 API is provided solely as a technical interface to facilitate access to on-chain functionality and Third-Party Services; it does not constitute the provision of investment services, brokerage, order execution, custody, or any regulated financial service;

(b) all swap quotes returned via the Web3 API are aggregated from Third-Party Services; Binance Wallet does not execute trades, act as counterparty, or guarantee the accuracy, completeness, or availability of any quote or price data returned via the Web3 API;

(c) all transactions constructed via the Web3 API are unsigned; you are solely responsible for signing transactions in your own wallet using private keys that remain entirely in your control. Binance Wallet does not at any point hold, access, or control your private keys;

(d) your access to and use of the Web3 API is subject to the eligibility criteria, restrictions, and prohibited use provisions set out in these Binance Wallet Terms and the General Terms; and

(e) Binance Wallet may at its sole discretion modify, limit, suspend or withdraw access to the Web3 API at any time and for any reason, including to comply with Applicable Law, without liability to you.

The disclaimers of warranty and limitations of liability set out in clause 8 (Disclaimer of Warranties and Limitations of Liabilities) and clause 10 (Assumption of Risks) apply in full to your use of the Web3 API. The Web3 API and all data, quotes, and transaction outputs provided through it are provided on an "as is" and "as available" basis. Binance Wallet shall have no liability for losses arising from your use of the Web3 API, including without limitation losses resulting from smart contract vulnerabilities, market volatility, slippage, failed transactions, or third-party service outages.

4.2.14 Hold to Earn

(a) Description of the Hold to Earn Feature.

The Hold to Earn Feature enables you to activate an eligible position in respect of Eligible Hold Assets held in your Binance Keyless Wallet and to receive Hold to Earn Rewards sourced from Yield Protocols via the Hold to Earn Rewards Contract. The Hold to Earn Feature is made available to you through the Binance Wallet Interface as a technology facilitation service only. Binance Wallet is not a party to any transaction between you and any Yield Protocol and does not act as your agent, fiduciary, custodian, trustee, intermediary or counterparty in connection with the Hold to Earn Feature.

(b) Non-custodial nature; no transfer of assets.

Activation of the Hold to Earn Feature does not transfer, assign or otherwise move your Eligible Hold Assets out of your Binance Keyless Wallet or into the custody, control or possession of Binance Wallet or any Yield Protocol. Your Eligible Hold Assets remain self-custodied in your Binance Keyless Wallet at all times. Your on-chain eligible balance is tracked for the purpose of calculating Hold to Earn Rewards; this tracking does not constitute custody, pledge, lien or any other proprietary interest on the part of Binance Wallet.

(c) Rewards mechanics.

Hold to Earn Rewards are sourced from Yield Protocols and deposited into the Hold to Earn Rewards Contract. Hold to Earn Rewards are made available for you to claim at the frequency specified in the Binance Wallet Interface from time to time (as at the date of these terms, rewards are claimable on a weekly basis). Binance Wallet makes no representation that rewards will be available at any particular frequency, and the claim schedule is subject to change without notice. You are responsible for initiating any reward claim through the Binance Wallet Interface.

(d) No guarantee of rewards; variable and indicative APY.

Hold to Earn Rewards are not guaranteed by Binance Wallet. Any annual percentage yield ("APY") or reward rate displayed in the Binance Wallet Interface is indicative only, based on rates provided by Yield Protocols, and is subject to change at any time without prior notice. Past reward rates are not indicative of future rates. Binance Wallet does not guarantee the continuation of the Hold to Earn Feature, the participation of any particular Yield Protocol, or the payment of any minimum level of rewards. Binance Wallet may, at its sole discretion, suspend, modify or discontinue the Hold to Earn Feature or remove any Yield Protocol at any time and without liability.

(e) This is not a savings, deposit or principal-protected product.

The Hold to Earn Feature is not a savings account, deposit product, or capital-protected investment. Hold to Earn Rewards are not interest and are not calculated by reference to any guaranteed principal. You may not recover any notional "investment" from Binance Wallet. Nothing in these Binance Wallet Terms, and nothing in the Binance Wallet Interface, constitutes a representation that your Eligible Hold Assets will retain their value or that you will receive any minimum yield.

(f) Risks.

By activating and using the Hold to Earn Feature, you acknowledge and accept the following risks:

(i) Third-party and counterparty risk. Hold to Earn Rewards are dependent on Yield Protocols honouring their airdrop commitments and maintaining adequate reserves. Binance Wallet does not vet, endorse or guarantee the solvency, reserves, collateral adequacy or continued operation of any Yield Protocol. A Yield Protocol may default, suspend distributions, or become insolvent, in which case Hold to Earn Rewards may be reduced, suspended or permanently lost.

(ii) De-peg and market risk. Eligible Hold Assets, including stablecoins such as USDe, USDS and U, are subject to de-pegging, volatility and loss of value. Stablecoin issuers may suspend redemptions or fail. Binance Wallet makes no representation regarding the price stability of any Eligible Hold Asset. You may suffer losses on the value of your Eligible Hold Assets independently of any Hold to Earn Rewards.

(iii) Smart contract risk. The Hold to Earn Rewards Contract and Yield Protocol smart contracts are subject to bugs, vulnerabilities, exploits and unexpected behaviour. In the event of a smart contract failure, exploit or attack, you may lose some or all of your accrued but unclaimed Hold to Earn Rewards. Binance Wallet is not responsible for the security or integrity of any Yield Protocol smart contract.

(iv) Regulatory risk. The legal and regulatory classification of the Hold to Earn Feature may vary across jurisdictions. The Hold to Earn Feature may be subject to licensing requirements, restrictions or prohibitions that Binance Wallet cannot fully anticipate. Access to the Hold to Earn Feature is subject to Binance Wallet's compliance controls and may be restricted, suspended or terminated in any jurisdiction at any time.

(v) Tax risk. Hold to Earn Rewards may constitute taxable income or give rise to other tax obligations under Applicable Law in your jurisdiction. Binance Wallet does not provide tax advice. You are solely responsible for determining your own tax obligations in connection with the Hold to Earn Feature and for complying with such obligations.

(g) Binance Wallet's role; no advice.

Binance Wallet provides the Hold to Earn Feature as a technology interface and facilitation service only. Nothing in the Hold to Earn Feature, the Binance Wallet Interface, or any communication from Binance Wallet constitutes financial, investment, tax or legal advice. Binance Wallet does not make any assessment of the suitability of the Hold to Earn Feature for your individual circumstances. You are solely responsible for your own due diligence, including in respect of the Yield Protocols, the Eligible Hold Assets, and any associated risks.

(h) Activation and deactivation.

You may activate or deactivate your participation in the Hold to Earn Feature at any time through the Binance Wallet Interface, subject to any restrictions notified to you therein. Deactivation will stop the accrual of further Hold to Earn Rewards from the date of deactivation. Any Hold to Earn Rewards accrued prior to deactivation that remain unclaimed will remain available for claim through the Hold to Earn Rewards Contract in accordance with the terms of that contract, subject to any applicable claim period or expiry notified in the Binance Wallet Interface.

(i) Eligible Hold Assets; jurisdiction restrictions.

The list of Eligible Hold Assets and the jurisdictions in which the Hold to Earn Feature is available are determined by Binance Wallet at its discretion and are subject to change at any time. The Hold to Earn Feature may not be available in all jurisdictions and may be restricted or blocked in certain countries for compliance, regulatory, sanctions or other reasons. It is your responsibility to ensure that your use of the Hold to Earn Feature complies with Applicable Law in your jurisdiction.

(j) Fees and revenue.

Binance Wallet may retain a portion of the yield received from Yield Protocols before distributing Hold to Earn Rewards to you. The net reward rate displayed to you in the Binance Wallet Interface reflects the amount distributable to you after any such retention. You have no entitlement to any portion of yield retained by Binance Wallet.

(k) Disclaimer of liability.

To the fullest extent permitted by Applicable Law, Binance Wallet shall not be liable for any loss, damage, cost or expense (including loss of Eligible Hold Assets, loss of accrued rewards, or losses arising from de-pegging, smart contract failure, Yield Protocol default, or regulatory action) arising out of or in connection with your use of the Hold to Earn Feature. Nothing in this clause 4.2.14 limits any liability that cannot be excluded or limited under Applicable Law.

4.3 Software License; Use of the Browser Extension

4.3.1 License Grant

Binance Wallet grants you a personal, non-exclusive, non-transferable, non-sublicensable, limited and revocable right and license to install and use the Browser Extension on compatible devices you own or control for your personal use (the "**License**"). The rights granted under the License are subject to these Binance Wallet Terms, and you may only make use of the License if you comply with all applicable terms herein.

4.3.2 License Conditions and Restrictions

You shall not: (a) copy the Browser Extension, except as expressly permitted by these Binance Wallet Terms; (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Browser Extension; (c) reverse engineer, disassemble, integrate, modify, remove, decompile, decode, create derivative works or updates of, adapt, or otherwise attempt to derive or gain access to the source code of the Browser Extension or any part thereof; (d) remove, delete, alter or obscure any trademarks or any copyright, patent or other intellectual property or proprietary rights notices from the Browser Extension, including any copy thereof; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Browser Extension or any features or functionality of the Browser Extension, to any third party for any reason, including by making the Browser Extension available on a network where it is capable of being accessed by more than one device at any time; or (f) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Browser Extension.

You acknowledge and agree that the Browser Extension is provided under license, and not sold, to you. You do not acquire any ownership interest in the Browser Extension under these Binance Wallet Terms, or any other rights thereto other than to use the Browser Extension in accordance with the license granted, and subject to all terms, conditions and restrictions, under these Binance Wallet Terms. Binance Wallet and Binance Wallet Affiliates reserve and shall retain their entire right, title and interest in and to the Browser Extension, including all copyrights, trademarks and other Intellectual Property Rights therein or relating thereto, except as expressly granted to you in these Binance Wallet Terms. Your license does not grant you any interest in, or right or permission to use the name(s), product names, logos, branding, service marks and/or trademarks of Binance Wallet and Binance Wallet Affiliates.

4.3.3 Non-Custodial Offering

By downloading and using the Browser Extension you will be able to engage in certain blockchain transactions involving Digital Assets. Binance Wallet does not have any custody or control over your Digital Assets or any ability to access your seed phrase or private key. Binance Wallet does not intermediate, broker, facilitate, or execute any transactions you conduct via the Browser Extension.

4.3.4 User Content

Subject to the terms of these Binance Wallet Terms, we do not claim any ownership rights in any content for which you are the author, creator or that you have generated in any manner (“**User Content**”) and nothing in these Binance Wallet Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.

Subject to the foregoing, Binance Wallet and Binance Wallet Affiliates exclusively own all right, title and interest in and to the Browser Extension, including all associated Intellectual Property Rights. You acknowledge that the Browser Extension is protected by Applicable intellectual property laws. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the functionality or content.

4.3.5 Third Party Components

The Browser Extension may require, enable or facilitate access to, or the use of, third-party and open-source Browser Extension, files and components (“**Third-Party Components**”). Such Third-Party Components may be subject to and governed by separate terms and conditions imposed by their respective licensors.

By using the Browser Extension, you agree to comply with applicable third-party terms and conditions. If there is a conflict between the terms of these Binance Wallet Terms and any third-party terms and conditions, the latter shall prevail, but only in relation to the use of their related Third-Party Component(s) and provided nothing in such third-party terms and conditions increases the liability of Binance Wallet beyond that stated in the General Terms. Third-Party Components used in the Browser Extension are provided on an “as-is” basis and Binance Wallet makes no representations or warranties regarding Third-Party Components, including as to fitness for purpose, safety, useability, profitability and availability.

4.3.6 Updates

Binance Wallet may from time to time in its sole discretion develop and provide Browser Extension updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Binance Wallet has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You shall promptly download and install all Updates and acknowledge and agree that the Browser Extension or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Browser Extension and be subject to the same license granted under these Binance Wallet Terms and all terms and conditions set out in these Binance Wallet Terms.

4.3.7 Feedback & Support

If you provide Binance Wallet with any comments, suggestions on the Browser Extension or other related products and services, by any communication channel such as Telegram, chat, email or any other electronic means (“**Feedback**”), you hereby grant Binance Wallet a non-exclusive, fully paid, royalty-free, worldwide, perpetual, irrevocable, sublicensable, transferable, and assignable license to use, reproduce, distribute, modify, adapt, prepare derivative works based on, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, and otherwise exploit any and all Feedback for any purposes, for all current and future methods and forms of exploitation.

If any such rights may not be licensed under Applicable Law, you hereby waive and agree not to assert any such rights. You understand and agree that Binance Wallet is not required to make any use of any Feedback that you provide. You agree that if Binance Wallet makes use of your Feedback, Binance Wallet is not required to credit or compensate you for your contribution. You represent and warrant that you have sufficient rights in any Feedback that you provide to Binance Wallet to grant Binance Wallet and other affected parties the rights described above. This includes but is not limited to intellectual-property rights and other proprietary or personal rights.

You acknowledge and understand that Binance Wallet does not have the ability to access the Browser Extension and cannot reverse or cancel any transactions once they are confirmed; stop or prohibit transactions; recover private keys which you have lost; reset your account; provide inheritance mechanisms or provide succession planning services for your Digital Assets; freeze your Digital Assets or terminate your access to the Browser Extension.

4.4 Artificial Intelligence

Scope. This clause 4.4 applies to all artificial intelligence features, tools, assistants, and automated capabilities made available by Binance Wallet through the Binance Wallet Services from time to time (collectively, "**AI Features**"), including without limitation the Agentic Wallet (clause 4.4.2) and AI Assistants (clause 4.4.3). Capitalized terms used but not defined in this clause 4.4 shall have the meanings given to them elsewhere in these Binance Wallet Terms or in the Binance AI Policy and Terms (as applicable).

Not Financial Advice. AI Features are provided for informational, automation, and convenience purposes only. No output, suggestion, signal, analysis, recommendation, automated transaction, or other action generated or facilitated by an AI Feature constitutes investment, financial, legal, tax, or other professional advice. You must not treat any AI Output as a recommendation to buy, sell, hold, transfer, stake, or otherwise deal in any Digital Asset, and you should not rely on AI Outputs as the basis for any financial decision. You are solely responsible for conducting your own research and forming your own independent judgement before taking any action.

Inherent Limitations of AI. AI systems are inherently imperfect. AI Features may produce outputs that are inaccurate, incomplete, misleading, outdated, inconsistent, or otherwise incorrect. AI Features may misinterpret your instructions, prompts, or context, and may generate unexpected results. Binance Wallet does not warrant the accuracy, completeness, reliability, or fitness for purpose of any AI Output. The absence of an explicit warning in any AI Output does not mean that the output is accurate or appropriate for your circumstances.

User Responsibility. You are solely responsible for:

- verifying the accuracy and appropriateness of any AI Output before relying on or acting upon it;
- all decisions made and actions taken in connection with AI Features, including any transactions initiated or automated through an AI Feature;
- ensuring that your use of AI Features complies with all Applicable Laws in your jurisdiction; and
- all consequences, losses, and liabilities arising from your use of AI Features or reliance on any AI Output.
- No Guarantee of Availability or Performance. Binance Wallet does not guarantee that AI Features will be available at all times, will function without interruption or error, or will produce outputs of any particular standard or quality. AI Features may be modified, suspended, or discontinued at any time without notice.
- Third-Party AI. Certain AI Features may be powered by or incorporate large language models or other AI systems provided by third-party providers. Binance Wallet does not control and is not responsible for the outputs of such third-party AI systems. Your use of AI Features powered by third-party AI systems may be subject to additional terms imposed by the relevant third-party provider.

4.4.1 Agentic Wallet

Purpose and Scope. The Agentic Wallet is a method of accessing and using the Binance Wallet Services through an AI agent ("**AI Agent**") that you or a third-party platform or operator configure and control (the

"Agentic Wallet Feature"). The Agentic Wallet enables an AI Agent to interact with certain Binance Wallet capabilities — including sending and receiving Digital Assets, executing swaps via the existing DEX service, and viewing wallet balances — within the parameters, permissions, and limits that you configure. The Agentic Wallet does not add new underlying capabilities to the Binance Wallet Services; it provides an automation interface through which an AI Agent can invoke existing functionality on your behalf in the presence of your express authority and instructions.

User Control and Configuration. You are solely responsible for:

- creating and logging into the Agentic Wallet (which requires a valid Binance.com Account and Binance Keyless Wallet);
- selecting and installing the skills (software tools) that the AI Agent may use;
- configuring all permissions, transaction limits, token whitelists, and other security settings applicable to the Agentic Wallet;
- funding the Agentic Wallet and determining the assets available to the AI Agent; and
- monitoring AI Agent activity through the Admin Page and using available security controls (including the Transfer Whitelist, Tradable Token List, Transaction Limit settings, and the Emergency Freeze function) where appropriate.

The Agentic Wallet is separate from your existing Binance Keyless Wallet. Instructions given to the AI Agent, and the scope of its authority, are defined solely by you. Binance Wallet is not managing, advising, or making any investment or financial decision on your behalf.

Autonomous Execution and Secure Auto Sign (SAS). When you enable the Secure Auto Sign / auto-signing feature (SAS/SPS), you authorise the AI Agent to initiate and execute eligible transactions automatically, without further manual confirmation or review from you. You acknowledge and agree that:

- Automated execution may occur rapidly and without further notice. Transactions may be executed under market conditions materially different from those you anticipated at the time of configuration;
- Enabling SAS/SPS materially increases the risk of unintended, incorrect, or unauthorised transactions and may increase both the speed and magnitude of potential losses;
- You should use transaction limits, token whitelists, and the Emergency Freeze function to mitigate risks associated with automated execution; and
- On-chain transactions are irreversible once broadcast. Errors — including wrong address, wrong network, wrong token, wrong amount, or interaction with a malicious contract — may result in permanent and irrecoverable loss.

Third-Party Skills. Skills may be developed and published by Binance Wallet or by third parties. You are solely responsible for reviewing, understanding, and evaluating any skill you install, including the permissions it requests and the actions it may take. Installing third-party skills may expose you to security vulnerabilities, malicious code, or unexpected transaction behaviour. Binance Wallet does not vet, endorse, or guarantee any third-party skill and assumes no responsibility for loss or damage arising from your installation or use of any third-party skill.

No Custody; Technology Tool Only. The Agentic Wallet is non-custodial software. Binance Wallet does not hold, control, or have access to your Digital Assets through the Agentic Wallet. The AI Agent operates within parameters you configure; it does not constitute discretionary management by Binance Wallet, nor does it constitute the provision of investment advice, financial advice, or any other regulated service by Binance Wallet.

Risk Warning. Use of the Agentic Wallet involves significant risks. Without limitation:

- Automated transactions may result in unintended or unfavourable outcomes, including total loss of assets committed to the Agentic Wallet;
- AI systems may produce incorrect, incomplete, misleading, or unexpected outputs and may misinterpret your instructions or context;
- If your device, account, credentials, session, or agent environment is compromised, an attacker may be able to initiate transactions through the Agentic Wallet — particularly if SAS/SPS is enabled. You should maintain strong authentication practices and promptly use the Emergency Freeze if you suspect unauthorised activity;
- Smart contract, DEX, and protocol risks apply to all transactions executed by the AI Agent. See clause 4.2.1 (Swap Feature) for further applicable risk disclosures;
- Digital Assets are highly volatile. Automated trading or execution strategies do not protect against market risk and may result in loss; and
- Binance Wallet does not guarantee that any transaction initiated by an AI Agent will be executed at a desired price, within a desired timeframe, or at all.

Eligibility and Availability. The Agentic Wallet is available globally as part of the Binance Wallet Services offered by Binance Barbados Limited, subject to jurisdictional restrictions. It is not available in all jurisdictions. You are responsible for ensuring that your use of the Agentic Wallet complies with Applicable Law in your jurisdiction. Binance Wallet may modify, restrict, suspend, or discontinue the Agentic Wallet Feature at any time in its sole discretion.

4.4.2 AI Assistants

Purpose and Scope. Binance Wallet may, from time to time, make available AI-powered assistant tools, chat interfaces, and other conversational or analytical AI features through the Binance Wallet Interface ("**AI Assistants**"). AI Assistants are designed to help you navigate the Binance Wallet Interface, understand product features, access market information, and perform other informational tasks. AI Assistants do not execute transactions on your behalf unless expressly described as having that capability in a specific product feature governed by separate terms.

Not Advice. AI Assistants do not provide and should not be treated as providing investment, financial, legal, or tax advice. Any information, analysis, market commentary, token summary, or other output provided by an AI Assistant is for general informational purposes only. You must not rely on AI Assistant outputs as the basis for any financial or investment decision. You should always conduct your own independent research and, where appropriate, seek professional advice before making any decision involving Digital Assets.

Accuracy and Limitations. AI Assistants are powered by large language models and other AI technologies that may produce inaccurate, incomplete, or outdated information. Information provided by AI Assistants may not reflect current market conditions, regulatory requirements, or product features. Binance Wallet does not warrant the accuracy, completeness, or timeliness of any AI Assistant output.

User Responsibility. You are solely responsible for verifying any information provided by an AI Assistant before acting on it, and for all decisions you make in connection with your use of the Binance Wallet Services. Binance Wallet assumes no responsibility or liability for any loss or damage arising from your reliance on any AI Assistant output.

Data and Privacy. Your interactions with AI Assistants may be processed and stored in accordance with Binance Wallet's Privacy Policy. Do not share sensitive personal, financial, or security information (including private keys, seed phrases, or authentication credentials) with any AI Assistant.

5 - BINANCE WALLET WEB REFERRAL PROGRAM

5.1 Mechanism

The Binance Wallet Web Referral Program (“**Program**”) allows you to earn Digital Asset rewards by inviting new users to create a Binance Keyless Wallet and trade using the Binance Wallet Swap Feature. Participation in the Program is subject to your continued compliance with these Binance Wallet Terms and the General Terms.

5.2 Rewards

Calculation and Discretion. The determination, calculation and amount of rewards under this Program are made by Binance Wallet in its sole and absolute discretion, without any obligation to disclose the methodology or criteria applied, and may be subject to change from time-to-time. For the most up-to-date information, please visit web3.binance.com. Rewards under this Program are calculated by reference to eligible service fees and such other criteria as Binance Wallet may determine from time to time. Such rewards are made claimable by users via the Binance Wallet Web Referral Page.

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

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

5.3 Referral Codes

Scope of Validity. Referral Codes issued under this Program are valid only for the Binance Wallet Services as defined in these Binance Wallet Terms. Such Referral Codes shall not confer, and must not be marketed, advertised, represented or held out as conferring, any rights, rebates, benefits, rewards or discounts in respect of the Binance Wallet Services not expressly covered by these Binance Wallet Terms.

5.4 Prohibited Conduct

General Prohibition. Binance Wallet reserves the right to immediately disqualify and revoke rewards for participants who engage in dishonest, abusive, harmful, fraudulent, manipulative or otherwise unlawful behaviour. This includes, without limitation, multiple account registrations, device/IP manipulation, Sybil attacks, automated account creation, wash trading, circular referrals, artificially inflated trading volumes, exploitation of technical vulnerabilities, or any conduct that violates clause 7 (Prohibited Use and User Obligations) of these Binance Wallet Terms.

5.5 Reward Expiry

Claim Period. Users must claim rewards on the Binance Wallet Referral Page within the applicable claim period. The claim period for each reward shall be determined by Binance Wallet and disclosed on the Binance Wallet Referral Page or in the individual Campaign terms, and may vary by Campaign, reward type or user tier.

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

5.6 Disqualification

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

- violate any provision in Binance Wallet's Terms of Use (including, without limitation, these Binance Wallet Terms), the General Terms or any compliance policies published by Binance Wallet from time to time;
- provide false, incomplete, outdated, inaccurate, or misleading information in connection with the Program or their access to the Binance Wallet Services; or
- engage in automated, robotic, scripted, or repetitive participation or manipulation of the Program, or any conduct described in clause 5.4 (*Prohibited Conduct*) above.

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

6 - FEES

6.1 Binance Wallet Fees

Binance Wallet may charge fees in consideration of providing you the Binance Keyless Wallet and the Binance Wallet Services. Any fees that Binance Wallet charges you will be disclosed at the time you access the relevant Binance Wallet Services and/or are made available to you on the Binance Wallet Interface.

Service fees apply to the use of the Swap and Binance Bridge features. These fees will be disclosed to you prior to use of any Binance Wallet Service.

Such fees may be subject to change from time to time as Binance Wallet determines in its sole discretion, which may include introducing new fees and/or charges or increasing or otherwise varying existing fees and charges. If you do not accept changes to fees, you are free to terminate your access to the Binance Wallet Services in accordance with the General Terms. Your continued access to or use of the Binance Wallet Services will be deemed acceptance of any new or increased or varied fees and/or charges.

6.2 Network Fees

Blockchain transactions require the payment of transaction fees to the appropriate network (e.g. so-called gas fees). You will be solely responsible for paying transaction fees for any transaction that you initiate via the Binance Wallet Interface. These fees may be charged in addition to fees that are charged by Binance Wallet (if any).

You must ensure that you have an adequate balance in the relevant Blockchain Addresses controlled by you through your Binance Keyless Wallet or Aggregated Wallet to complete transactions before initiating a transaction. Binance Wallet shall not be liable for any failed transactions due to insufficient funds in your Binance Keyless Wallet or Aggregated Wallet.

6.3 Third-Party Service Provider Fees

You may incur charges from Third-Party Service Providers for use of Third-Party Services, including but not limited to fees via the DApps that you may access via the Binance Wallet Interface. You should carefully consider whether such fees are appropriate for you.

6.4 Gas Account

You may decide to use Digital Assets held through your Binance.com Account to pay for network fees for transactions initiated through your Binance Keyless Wallet (“**Gas Account Service**”). When you use the Gas Account Service, you agree to trigger a withdrawal from your Binance.com Account to a Blockchain Address controlled by Binance Wallet in order to pay for the relevant network fees to Binance Wallet. You understand and agree that the relevant provisions of the General Terms on “Withdrawals” shall apply where you use the Gas Account Service, and that such provisions are provided to you by the relevant Binance Wallet Affiliate.

7 - PROHIBITED USE AND USER OBLIGATIONS

By using Binance Wallet Services, and without prejudice to any other restriction or limitation set out in these terms or the General Terms, you agree that you will not:

- engage in conduct which is, or is tantamount to, market manipulation (such as for example money laundering, wash trading, bulk account registrations/logins, self dealing, front running, quote stuffing, and spoofing or layering etc.) in using Binance Alpha, including without limit for the purposes of accumulating Binance Alpha Points to which you are not properly entitled;
- use deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes, or tamper or interfere with the operation of Binance Wallet's or any Binance Wallet Affiliate's program code or any other Binance Wallet or Binance Wallet Affiliate software for the purposes of gaining an unfair advantage over other legitimate users participating in Binance Wallet TGEs and Campaigns or otherwise;
- engage in fraudulent activities, or cause us to suspect that you have engaged in fraudulent activities, in the course of your use of the Binance Wallet Services;
- provide false, inaccurate or misleading information in connection with your use of the Binance Wallet Services;
- access or use the Binance Wallet Services from, or on behalf of, any jurisdiction or person that is subject to trade or economic sanctions;
- transact with, or facilitate transactions involving, any Blockchain Address, mixer, darknet marketplace or other counterparty that is known or reasonably suspected to be linked to money-laundering, terrorist financing or other illicit activity, or that has been blocked or flagged by Binance Wallet or reputable blockchain-analytics providers;
- open, operate or control more than one Binance Keyless Wallet (or related account) in order to evade limits, abuse promotions or otherwise gain an unfair advantage, or coordinate with others to do so;
- forge, falsify or misuse identity documents, know-your-customer materials or other credentials, or submit any documentation that is incomplete, inaccurate or untrue;
- introduce or upload viruses, malware, ransomware, malicious code, or otherwise interfere with, overload, probe, scan or test the vulnerability of any system or network related to the Binance Wallet Services;
- sell, rent, assign, share or otherwise transfer your Binance Keyless Wallet, private keys, seed phrases or access credentials to any third party, or allow any person other than yourself to operate your Binance Keyless Wallet, except with our prior written consent;
- use anonymizing proxies, temporary or disposable emails, or VPNs to circumvent georestrictions or IP-based restrictions;
- attempt unauthorized access, probe or test vulnerabilities, interfere with or disrupt any network or system related to the Binance Wallet Services or the Browser Extension;

- access or use the Binance Wallet Services in, or for the benefit of, any jurisdiction or person subject to comprehensive sanctions or otherwise designated by Binance Wallet as prohibited in accordance with Applicable Law;
- use the Browser Extension in a manner requiring a license or registration without first obtaining such license or registration;
- otherwise access or use the Binance Wallet Services or the Browser Extension in a manner that violates Applicable Law.

Binance Wallet reserves the full right to restrict, suspend, or permanently ban any user's current and/or future access to some or all Binance Wallet Services (including but not limited to individual TGEs and Campaigns) if the user is found to be engaging in misconduct, fraudulent activities, violations of our Terms of Service, or any behavior that compromises the security, integrity, or proper functioning of the Binance Wallet Services, such as those listed above. Binance Wallet also reserves the right to revoke a user's eligibility to participate in any Campaigns.

You represent and warrant that you are not (i) named on, or owned or controlled by one or more persons named on, any applicable sanctions or restricted party list, or (ii) located, incorporated, otherwise established in, or resident in any territory that is subject to comprehensive sanctions or trade restrictions as notified by Binance Wallet from time to time. Binance Wallet may publish or update a non-exhaustive list of prohibited or restricted territories on its website or in the Binance Wallet Interface.

8 - DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

The Binance Wallet Services and Binance Keyless Wallet allow you to engage in and access 'Web3', including Third-Party Services, Campaigns offered by Third-Party Issuers, and market-related information and websites published by Third-Party Service Providers. You acknowledge and agree that Binance Wallet does not own, control, verify or endorse any Third-Party Service Provider, nor does it warrant or guarantee the accuracy, completeness, reliability or any other aspect of any materials, content, services, products or transactions by any Third-Party Service Provider. Binance Wallet may be unable to provide any or all of the Binance Wallet Services or the Binance Keyless Wallet as a result of any disruption or failure on the part of any Third-Party Service Provider or in order to comply with Applicable Law. You are solely responsible for determining whether to use the Binance Wallet Services and the Binance Keyless Wallet to engage with any Third-Party Service Provider.

The Binance Wallet Services and Binance Keyless Wallet, the Browser Extension and any Third-Party Component are provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent not prohibited by Applicable Law. Specifically, Binance Wallet disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement for the Binance Wallet Services, Binance Keyless Wallet, the Browser Extension and any Third-Party Component. Binance Wallet may, from time to time, suspend access to the Binance Wallet Services, Binance Keyless Wallet, the Browser Extension and any Third-Party Component at its discretion, including for scheduled and emergency maintenance. Binance Wallet makes no representations or warranties that the Binance Wallet Services, the Binance Keyless Wallet, the Browser Extension and any Third-Party Component will be continuous, uninterrupted, timely or error-free.

Without prejudice to any other provision in these Binance Wallet Terms and the General Terms, you hereby acknowledge and agree that in no event will Binance Wallet or any Binance Wallet Affiliate be responsible or liable to you or any other person or entity for:

- any loss arising out of or in connection with any Third-Party Services or any Third-Party Components or any action, conduct or omission of any Third-Party Service Provider, including any application, Digital Asset, protocol, software, feature, transaction or information provided, issued, operated, executed or maintained by such third-party;
- any loss of Digital Assets arising from your failure to appropriately secure, store or back-up your Binance Keyless Wallet or Aggregated Wallet;
- any transaction entered through the Swap Feature, Earn Feature or Campaign between you and a third-party (including a Third-Party Service Provider) or made through a Third-Party Service;
- any risk identified in clause 10 (*Assumption of Risks*) of these Binance Wallet Terms;
- any action or inaction in accordance with these Binance Wallet Terms;
- Binance Wallet's decision to restrict, suspend or terminate your access and/or use of the Binance Wallet Services or the Binance Keyless Wallet; or
- any limits or restrictions Binance Wallet may apply to your access and/or use of the Binance Wallet Services or the Binance Keyless Wallet, from time to time.

9 - SUPPORTED BLOCKCHAINS

Your Binance Keyless Wallet only supports the Blockchain protocols listed in the relevant section of the Mobile App or any other Binance Wallet Interface through which you access your Binance Keyless Wallet (e.g., the section labeled as “Networks”). Blockchains listed in this section are Binance Wallet-supported Blockchains that have been supported by Binance Wallet for integration with the Binance Keyless Wallet (each, a “**Binance Wallet-Supported Blockchain**”).

In addition to Binance Wallet-Supported Blockchains, you may elect to add additional Blockchain networks on your own, outside of the Binance Wallet-Supported Blockchains, using the relevant functionalities as made available to you on the Mobile App and the Browser Extension (each, a “**User-Added Network**”).

Binance Wallet's Right to Restrict, Remove or Block Networks. Binance Wallet reserves the right, in its sole and absolute discretion and without prior notice, to: (a) restrict, limit or prohibit the addition of certain types of Blockchain as User-Added Networks; (b) remove or disable access to any User-Added Network that Binance Wallet determines, in its sole discretion, poses security risks, facilitates illegal activity or violates these Binance Wallet Terms or Applicable Law; (c) block transactions to or from specific Blockchain addresses on User-Added Networks; (d) modify the functionality available for User-Added networks; or (e) discontinue the ability to add User-Added Networks entirely. Binance Wallet shall have no liability whatsoever for any losses arising from the exercise of these rights, including losses resulting from inability to access or transact with Digital Assets on removed or blocked User-Added Networks.

Prohibition on Use of Unsupported Blockchains. Under no circumstances should you attempt to use your Binance Keyless Wallet to store, send, request, or receive any Digital Assets on Blockchains or other forms of distributed protocols that are not either (a) Binance Wallet-Supported Blockchains; or (b) User-Added Networks that you have successfully added and that remain accessible through the Binance Wallet Interface (collectively, “**Supported Networks**”). Any Blockchain or distributed protocol that is not a Supported Network is an “**Unsupported Network**”.

Permanent Loss from Unsupported Networks. Binance Wallet assumes no responsibility in connection with any attempt to use your Binance Keyless Wallet with Unsupported Networks. You expressly acknowledge, confirm your understanding and irrevocably agree that: (a) any Digital Asset that is sent to your Binance Keyless Wallet on an Unsupported Network is irrecoverably lost. Such Digital Assets cannot be retrieved, recovered or restored by Binance Wallet or any third party, regardless of the value of such Digital Assets or the circumstances of the loss; (b) Binance Wallet has no technical ability, means or method to recover, retrieve or restore Digital Assets sent to Unsupported Networks. The architecture of blockchain technologies and the Binance Keyless Wallet infrastructure makes recovery of Digital Assets on Unsupported Networks technically impossible, and you acknowledge that requesting Binance Wallet to attempt recovery would be futile; (c) it is solely your responsibility to verify, before initiating each transaction, that the destination Blockchain is a Supported Network. You must regularly consult the list of Binance Wallet-Supported Blockchains in the Binance Wallet Interface and verify the status of any User-Added Networks. Binance Wallet shall have no liability for any loss resulting from your failure to verify that a Blockchain is a Supported Network before sending Digital Assets; (d) this prohibition and disclaimer applies to all transactions, including but not limited to: (i) receiving Digital Assets sent by third parties; (ii) sending Digital Assets to your own addresses; (iii) interacting with smart contracts or DApps; and (iv) any other form of transaction or interaction involving your Binance Keyless Wallet.

10 - ASSUMPTION OF RISKS

By creating a Binance Keyless Wallet and using the Binance Wallet Services, you represent and warrant that you have read and understood the Binance Wallet Guide, which is made available to you [here](#).

You also represent and warrant that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a good understanding of Digital Assets such as crypto-assets, stablecoins, NFTs and other types of Digital Assets, as well as the functioning of Blockchains, the concept of Blockchain Addresses, wallet, seed phrase and multi-party computation (MPC) technology.

In particular, you understand that the markets for these Digital Assets - particularly the markets labeled as belonging to “*Decentralised Finance*” or “DeFi” or more broadly “Web3” and that you can access through the Binance Wallet Interface are nascent and highly volatile due to risk factors including, but not limited to, adoption, speculation, technology, security, and regulation. You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent viable projects, and acknowledge and accept the risk that you may mistakenly trade those or other tokens. The fact that you can access a token, a DApp, a smart contract or a protocol through the Binance Wallet Interface does not mean that Binance Wallet or a Binance Wallet Affiliate endorses it or has undertaken a due diligence on it. The Binance Wallet Interface is a gateway that may be used by you to access unregulated, innovative third-party services, and you should be cautious and exercise the utmost care when you access such services.

You also understand that smart contract transactions automatically execute and settle, and that Blockchain based transactions are irreversible when confirmed. You acknowledge and accept that the cost and speed of transacting with cryptographic and Blockchain based systems are variable and may increase dramatically at any time. The network fees associated with certain Blockchain transactions can be extremely high and sometimes higher than the value of your transaction.

You further understand and acknowledge that Third-Party Services such as protocols, DApps, ‘DeFi’ services can be subject to hacks and malicious attacks, which can result in the loss of the funds held on the Blockchain Addresses accessible through your Binance Keyless Wallet. You must carefully review any interaction with Third-Party services, and particularly, DApps, protocols and smart contracts. Granting an

authorisation to a Third-Party Service to access or spend your funds can result in a loss of funds even a long period after you granted such authorisation, as any authorisation or approval you grant may stay valid indefinitely. To avoid potential financial losses and to manage your risks, you should carefully manage authorisations granted by you to Third-Party Services such as smart contracts and protocols, particularly by using the relevant function offered by the Binance Wallet Services and accessible through the Binance Wallet Interface and other relevant services, allowing you to manage your smart contract approvals.

You further understand and acknowledge the risks associated with using MPC wallets and the fact that your key shares may be divided into multiple shards depending on your use of the Binance Keyless Wallet. In particular, you understand that when you use the Browser Extension, the SAS Solution or the Recovery Service, one or more of your key shares will be stored and managed by Binance Wallet and/or Third-Party Service Providers.

In summary, you agree and acknowledge that Binance Wallet is not responsible for any variables or risks, does not own or control Third-Party Services, and will not be liable in any circumstances for any resulting losses that you may experience while accessing or using Third-Party Services. Accordingly, you irrevocably and unconditionally undertake and agree to assume full responsibility for all risks associated with accessing and using the Binance Wallet Interface to interact with Third-Party Services.

11 - SECURITY AND WARNINGS

Certain transactions, Third-Party Services and other services accessible through the Binance Wallet Interface are subject to various security screenings and checks. As a result, you may receive alerts or pop-up warnings that invite you to review the details of a transaction, approval or other authorisation you are about to grant to a Third-Party Service (each, a “**Warning**”). In some circumstances, you may be prevented from interacting with specific Blockchain Addresses altogether.

You understand and agree that:

- These Warnings are provided for your information only and that Binance Wallet cannot guarantee with absolute certainty that a Third-Party Service is safe or without any risk.
- If you choose to proceed with a transaction, approval or authorisation after a Warning has been displayed, you do so entirely at your own risk. By proceeding, you acknowledge that you may expose yourself to irreversible loss of digital assets, theft of private keys, unauthorised draining of your Binance Keyless Wallet or Aggregated Wallet, and/or compromise of personal data. Binance Wallet strongly recommends that you halt any action when a Warning is shown unless you have independently verified the safety and legitimacy of the counterparty, contract or website.
- The fact that you do not receive a Warning, or are not blocked from interacting with a Blockchain Address, does not mean that such Blockchain Address, Third-Party Service or website is trustworthy or risk-free.
- Regardless of whether a Warning is displayed, you are solely responsible for every transaction, signature, approval or other interaction you make via the Binance Wallet Interface. Binance Wallet shall not be liable for any losses, damages or claims arising out of or in connection with your use of, or inability to use, any Blockchain Address, Third-Party Service or external website (including, without limitation, any loss of digital assets, loss of profits, data breaches or other harms) regardless of whether such Blockchain Address, service or website was subject to a Warning.

By using the Binance Wallet Interface you acknowledge and agree to the foregoing, and you accept that all risk of engaging with decentralised applications and protocols rests with you.

12 - RESTRICTIONS AND LIMITATIONS

Binance Wallet may, at its sole discretion, limit your access to and/or use of the Binance Keyless Wallet and the Binance Wallet Services in part or in whole, and in certain situations, without providing any prior notice to you, as this may be required by any Applicable Law or because you violated the General Terms.

You understand and agree that any restriction or limitation on your Binance.com Account, such as the inability to enter into Transactions or access the services provided by Binance Wallet or any Binance Wallet Affiliate may result in restrictions and limitations to the Binance Wallet Services. In particular, Binance Wallet may, at its sole discretion, restrict your access to the Binance Wallet Interface which will prevent you from accessing Third-Party Services with your Binance Keyless Wallet and through the Binance Wallet Interface. You are reminded that in order to access your Binance Keyless Wallet through the Mobile App or any other Binance Wallet Interface, you must maintain and hold a Binance.com Account in accordance with the terms and conditions specified by Binance.com at all times.

Termination of your Binance.com Account for any reason whatsoever, including any reason under the terms and conditions specified by Binance.com, may result in losing access to the Binance Wallet Services.

13 - ASSIGNMENT AND NOVATION

Binance Wallet may assign, transfer, or novate all or part of its rights or obligations under these Terms to any Binance Wallet Affiliate without restriction, provided that any such Binance Wallet Affiliate agrees to assume all rights and obligations to be transferred in full. You hereby irrevocably consent, in advance and without further action by you, to any such novation or to the addition of any Binance Wallet Affiliate as an additional or new contracting party with you in respect of the Binance Wallet Services. Any such novation shall be effected by an agreement between Binance Wallet and the relevant Binance Wallet Affiliate. From the effective date of such novation, the relevant Binance Wallet Affiliate will assume those rights and obligations, and Binance Wallet will be released from those rights and obligations so transferred. The fact of any assignment or novation will be published on our website and may also be notified to users separately by email, through the app or by such other means as Binance Wallet determines in its discretion.

Annex A

General Terms

These Terms constitute a legally binding agreement between you (“**you**” or “**your**”) and Binance Wallet (“**Binance Wallet**”, “**we**”, “**our**” or “**us**”). The Terms govern your use of the Binance Wallet Services made available to you on or through the Platform or otherwise. Binance Wallet Services may be provided by Binance Wallet or, if specified in these Terms, any Product Terms or any additional terms, by any Binance Wallet Affiliate.

Under these Terms, the Binance Wallet Services currently consist of the Binance Wallet Services described in the Binance Wallet Terms. Other products and services may be offered by other Third-Party Service Providers and/or Binance Wallet Affiliates under separate terms of use.

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

If you do not understand and accept these Terms in their entirety, you should not register for access to the Binance Wallet Services or access or use the Platform.

RISK WARNING

As with any asset, the value of Digital Assets can fluctuate significantly and there is a material risk of economic loss when buying, selling, holding or investing in Digital Assets. You should therefore consider whether trading or holding Digital Assets is suitable for you in light of your financial circumstances.

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

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

We are not your broker, intermediary, agent or advisor and we have no fiduciary relationship or obligation to you in connection with any Transactions or other activities you undertake when using the Binance Wallet 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 responsible for any associated loss or liability. We do not recommend that any Digital Asset should be bought, earned, sold or held by you. Before making the decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial advisor. We are not responsible for the decisions you make to buy, earn, sell or hold Digital Assets based on the information provided by us, including any losses you incur arising from those decisions.

INFORMATION ABOUT OUR AGREEMENT WITH YOU

1 - Introduction

1.1 These Terms. By registering to access the Binance Wallet Services, you are entering into a legally binding agreement with us. These Terms will govern your use of the Binance Wallet Services and tell you who we are, how we will provide the Binance Wallet 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 let us know if you do not understand anything.

Where any Local Terms apply to your use of the Binance Wallet Services, such Local Terms shall govern your use of the Binance Wallet Services.

1.2 Additional documents. These Terms refer to a number of additional documents which also apply to your use of the Binance Wallet 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 Wallet Services, you understand and agree 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 Digital Assets.

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

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

2 - Eligibility

2.1 Eligibility criteria. To be eligible to register for access and use of the Binance Wallet Services, you must:

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

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

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

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

e) not be a Restricted Person;

f) not currently have an existing access to the Binance Wallet Services; and

g) not be located, incorporated, otherwise established in, resident of, or (to the extent applicable) a citizen of or operating in a jurisdiction where it would be illegal under Applicable Law for you to access or use the Binance Wallet Services, or cause us or any third party to contravene any Applicable Law.

2.2 Amending our eligibility criteria. We may amend our eligibility criteria at any time in our sole discretion. Where possible, we will give you notice in advance 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 no 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 - How we contact each other

3.1 How you can contact us. For more information on Binance Wallet, you may refer to the information found on the Website. If you have questions, feedback or complaints you can contact us via our customer support team. These Terms may specify contact details for particular notices. This address is not **monitored** for those notices.

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

4 - Binance Wallet Services

4.1 Specific product terms. Once you have successfully registered for the Binance Wallet Services, you will be able to use the Binance Wallet Services in accordance with these Terms and the Product Terms that govern your use of each specific Binance Wallet Service.

4.2 Intra-group services. You acknowledge and agree that some of the Binance Wallet Services may be provided by Binance Wallet Affiliates.

5 - Fees and calculations

5.1 Payment of fees. You agree to pay all applicable fees in connection with your use of the Binance Wallet Services as set out in the FAQ pages, or otherwise communicated to you in any relevant Product Terms.

5.2 Amending our fees. We may adjust our fees from time to time without prior notice.

5.3 Calculations. Any calculations made by Binance Wallet in connection with the Binance Wallet Services are final and binding on you in the absence of **Manifest** Error. Calculations will be made in accordance with the stated methodology for the relevant Binance Wallet Service, in our good faith discretion.

INFORMATION ABOUT YOUR ACCESS TO THE BINANCE WALLET SERVICES

6 - Registering for the Binance Wallet Services

6.1 Account opening. You must register for the Binance Wallet Services in order to access the Binance Wallet Services and the Platform.

Any access to the Binance Wallet Services is provided at our absolute discretion. We reserve the right to refuse any application for access to the Binance Wallet Services without reason or to limit the number of Binance Keyless Wallets that you may hold.

6.2 Sole benefit. By registering for the Binance Wallet Services you agree that you will use the Binance Wallet Services only for yourself, and not on behalf of any third party, unless you have obtained our prior written consent to do so.

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

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

7 - Account information and Transaction records

7.1 Your Account History. You may be able to access your Account History on the Platform.

7.2 Information sharing. We may be required under these Terms or Applicable Law to share information about your Binance Keyless Wallet and Account History with third parties and Binance Wallet Affiliates. 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

8 - Material interests and conflicts

8.1 Binance group. You understand that Binance Wallet and Binance Wallet Affiliates are involved in activities connected with Digital Assets.

8.2 Nature of our duties. You understand and agree that neither your relationship with us nor any Binance Wallet Service we provide to you, nor any other matter, will give rise to any duties on our part or on the part of any Binance Wallet Affiliate, whether legal, equitable, fiduciary in nature, save as are expressly set out in these terms. In particular, we and any Binance Wallet Affiliate may from time to time act in more than one capacity, and in those capacities we may receive fees or commissions from more than one user (including you). You agree that we may act in such capacities and provide any other Binance Wallet Services or carry out any business with or for you, any Binance Wallet Affiliate or any other user.

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

8.4 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.

9 - Account security

9.1 Your responsibility. You are responsible for taking appropriate action to protect your hardware and data from viruses and malicious software, and any inappropriate material. Except as provided by Applicable Law, you are responsible for backing up and maintaining duplicate copies of any information you store or transfer through the Binance Wallet Services. We are not responsible for any claim or losses resulting from your failure to comply with this clause.

9.2 Security measures. At all times, you shall maintain adequate security and control of all of your seed phrases and any other relevant credentials required for access. You are responsible for taking the necessary security measures to protect your Binance Keyless Wallet, including by:

- a) strictly abiding by all of our mechanisms or procedures;
- b) never allowing remote access or sharing your computer and/or computer screen with someone else when you are accessing the Binance Wallet Services;
- c) remembering that under no circumstances will we ask you to share your passwords or 2-factor authentication codes;
- d) making use of the Recovery Services (as defined in the Binance Wallet Terms); and

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

9.3 Monitoring your Account History. It is important that you monitor your Account History to ensure any unauthorised or suspicious activity on your Binance Wallet Interface is identified and notified to us as soon as possible. You acknowledge that any Security Breach may result in unauthorised access to your Binance Keyless Wallet by third parties and the loss or theft of any Digital Assets and/or funds held in your Binance Keyless Wallet.

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

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

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

We reserve the right to request, and you agree to promptly provide, any and all information and documents we deem relevant or necessary in connection with an actual or suspected Security Breach. You further 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

10 - Privacy

10.1 The Privacy Notice. Our collection and use of personal data in connection with these Terms, the Binance Wallet Services, the Platform and any Site is as provided in our Privacy Notice (as updated from time to time). You acknowledge that we may process personal data in relation to you, that you have provided to us, or we have collected from you in connection with these Terms and in accordance with Privacy Notice. Your personal data will be processed in accordance with the Privacy Notice, which shall form part of these Terms.

10.2 You represent, warrant and undertake that:

a) you have read and understood our Privacy Notice; and

b) you acknowledge that our business and the Privacy Notice may change from time to time, and you will promptly review any updated or replacement version of the Privacy Notice that we provide.

11 - Changes to the Terms, etc.

11.1 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 continued use of the Binance Wallet Services constitutes your consent to such changes. Changes to these Terms will be published on our website and may also be notified to users separately by email, through the app or by such other means as Binance Wallet determines in its discretion.

Generally, Binance Wallet will try to notify users prior to changes to these Terms taking effect. However, we may occasionally need to make changes that are effective immediately, in which case users will be notified as soon as possible after the changes take effect. The circumstances in which changes to these Terms may take effect immediately may include, for example and without limitation, where:

a) the change is to address legal and/or regulatory requirements;

b) the changes are to make these Terms clearer.

11.2 When changes come into effect. Save where changes come into effect immediately, any update to the Terms will come into effect after the changes have been notified to users. If you do not wish to accept the changes, you are free to

terminate your access to the Binance Wallet Services in accordance with clause 12.1 of these Terms. Your continued access to or use of any Binance Wallet Services will be deemed acceptance of the updated Terms.

11.3 Changes to fees. We may also make changes to the fees set out in FAQ pages, which includes introducing new fees and/or charges. If you do not wish to accept the changes, you are free to terminate your access to the Binance Wallet Services in accordance with clause 12.1 of these Terms. Your continued access to or use of the Binance Wallet Services will be deemed acceptance of the updated Terms.

12 - Terminating your Access to the Binance Wallet Services

12.1 Your right to terminate your access to the Binance Wallet Services. You may terminate your access to the Binance Wallet Services 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 access to the Binance Wallet Services, although you will be required to pay any outstanding amounts owed to us.

In certain cases, you may not be able to terminate your access to the Binance Wallet Services, including where:

- a) you are trying to evade an investigation by relevant authorities;
- b) you have a pending Transaction or an open Claim;
- c) there is any outstanding amount owed to us in connection with your use and access of the Binance Wallet Services;
or
- d) your Binance Keyless Wallet is subject to a freeze, hold, limitation or reserve.

13 - What happens when your Binance Keyless Wallet is closed. If your Binance Keyless Wallet is closed, you will be required to withdraw all Digital Assets held in your Binance Keyless Wallet.

14 - Termination, suspension, holds and restrictions

14.1 Our right. We may, at our sole discretion, at any time modify or discontinue, temporarily or permanently, any portion or feature of the Binance Wallet Services, or terminate, suspend or restrict your access to and use of the Binance Wallet Services or any portion thereof, in each case with immediate effect and for any reason.

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

14.2 Your acknowledgement. You acknowledge and agree that:

- a) our decision to take certain actions, including, without limitations, to terminate, suspend, or restrict your access to the Binance Wallet 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; and
- b) it is not considered appropriate nor acceptable if your behaviour is aggressive, abusive, or puts at risk the safety, health or wellbeing of our employees, or if it places unreasonable demands on our employees. Aggressive or abusive behaviour and language (verbal or written) is unreasonable and it may cause our employees and/or other people, including another user, to feel bullied, intimidated, threatened, or abused. All employees at Binance Wallet have the authority to manage unreasonable behaviour. In serious cases, or where there is repeat unacceptable behaviour, or a failure to comply with a prior warning or action or restriction, we may exercise our right to terminate, suspend, hold or restrict your access to Binance Wallet Services.

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

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

b) if the suspension or restriction of the Binance Wallet Services is due to any chargeback resulting from your use of the Binance Wallet Services, to reactivate suspended and/or restricted Binance Wallet Services, you may be required to reimburse us for the full value of the chargeback, including any amounts that are owing to us including any applicable fees.

14.4 Unlawful possession. If we are informed and reasonably believe that any Digital Assets or Fiat Currencies held in your Binance Keyless Wallet 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 Keyless Wallet. Where we place a hold on some or all of any Digital Assets or Fiat Currencies held in your Binance Keyless Wallet, we may continue such hold until such time as evidence, acceptable to us, proves that you are entitled to possession of the Digital Assets and/or Fiat Currency held in your Binance Keyless Wallet. We will not get involved in any dispute, or the resolution of the dispute, relating to any Digital Assets and/or Fiat Currency held in your Binance Keyless Wallet.

14.5 Access to Binance Wallet Services in other jurisdictions. Binance Wallet does not specifically target users in certain jurisdictions and Binance Wallet Services may be wholly or partially restricted in some countries. Binance Wallet reserves the right to change the Binance Wallet Services that are available to you from time to time. If you travel to a location where Binance Wallet Services is wholly or partially restricted, Binance Wallet Services may not be available and your access to the Binance Wallet 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 Wallet 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

15 - Background IP

The Binance Wallet IP shall remain vested in Binance Wallet and/or a Binance Wallet Affiliate (as applicable).

16 - Licence of Binance Wallet IP

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

17 - Licence of User IP

17.1 Your grant of licence. You grant to us a perpetual, irrevocable, royalty-free, worldwide, transferable, and non-exclusive licence to use the User IP to the extent it:

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

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

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

18 - Created IP

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

18.2 Assignment. You hereby assign to us or any Binance Wallet Affiliate designated by us (and agree to procure that any agents, representatives or contractors assign), with full title guarantee, title to all present and future rights and interest in the Created IP. You hereby waive and will waive all rights in the Created IP.

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

To the extent that any of the Created IP does not vest in or is not validly assigned to us or the designated Binance Wallet Affiliate by operation of law or for any other reason, you hereby grant us an exclusive, royalty-free, fully paid-up, unlimited perpetual, irrevocable, sublicensable (through multiple tiers), assignable, worldwide licence and right to use and exploit such Created IP.

19 - General

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

19.2 Our rights. We shall have the right at our sole and absolute 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 access to the Binance Wallet Services (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 Wallet Services.

19.3 Recording. You agree that we may record any communications, electronic, by telephone, over video call, or otherwise, that we have with you in relation to these Terms, and that any recordings that we keep will constitute evidence of the communications between you and us. You agree that telephone conversations and video calls may be recorded so that we can respond to inquiries, ensure compliance with applicable laws, improve our services and provide customer support.

YOUR OBLIGATIONS AND LIABILITY

20 - Prohibited use

By accessing the Binance Wallet Services or carrying out any Transaction, and without prejudice to any other restriction or limitation set out in these terms, you agree that you 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 and any prohibited use covenants included therein;
- b) use Binance Wallet Services for resale or commercial purposes, including transactions on behalf of other persons or entities, unless expressly agreed by us in writing;
- c) use the Binance Wallet Services for anything which, in Binance Wallet's sole opinion, is conduct designed to control or artificially affect the price of any Digital Asset (market manipulation) including, without limitation, pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering, regardless of whether prohibited by Applicable Law;
- d) engage in fraudulent activities, or cause us to suspect that you have engaged in fraudulent activities and/or Transactions;

e) use Binance Wallet Services to conduct or participate in lotteries; gambling activities; bidding fee auctions; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; or games of chance, to the extent prohibited by Applicable Law;

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

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

h) (1) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the Platform, or replicate or bypass the navigational structure or presentation of Binance Wallet 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 Wallet Services; (2) attempt to access any part or function of the Platform without authorisation, or connect to Binance Wallet Services or any of our servers or any other systems or networks of any Binance Wallet Services provided through the Platform by hacking, password mining or any other unlawful or prohibited means; (3) probe, scan or test the vulnerabilities of Binance Wallet Services or any network connected to the Platform, or violate any security or authentication measures on Binance Wallet Services or any network connected to Binance Wallet Services; (4) reverse look-up, track or seek to track any information of any other users or visitors of Binance Wallet Services; (5) take any actions that impose an unreasonable or disproportionately large load on the infrastructure of systems or networks of Binance Wallet Services or Binance Wallet, or the infrastructure of any systems or networks connected to Binance Wallet Services; (6) use any devices, software or routine programs to interfere with the normal operation of Binance Wallet Services or any transactions on Binance Wallet Services, or any other person's use of Binance Wallet Services; or (7) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to us;

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

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

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

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

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

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

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

p) access, use, or attempted to access or use, Binance Wallet Services directly or indirectly with (1) jurisdictions Binance Wallet has deemed high risk, or (2) persons Binance Wallet has deemed high risk, including but not limited to, Restricted Persons.

21 - 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 Wallet Services;

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

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

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

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

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

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

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

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

g) 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 18 years old; and

i) your access and use of the Platform and/or the Binance Wallet 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 Law, decree or judgement of any court, or any award of any arbitrator or those of any governmental or Regulatory Authority in any jurisdiction.

22 - Technology disclaimers

22.1 No representation or warranty. Binance Wallet Services and any information provided on the Sites and the Platform, including any 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 Binance Keyless Wallet, Binance Wallet 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.

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

22.3 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 Wallet Services, is accurate, complete or up to date.

22.4 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.

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

23 - Indemnity

23.1 Indemnity. You agree to indemnify, defend and hold harmless Binance Wallet and all Binance Wallet Affiliates from and against any and all claims, suits, actions, demands, disputes, allegations or investigations (including by any third party, governmental authority or industry body), and all losses (including any indirect or consequential losses, loss of profit and/or loss of reputation), liabilities, damages, costs and expenses, including without limitation all interest, penalties and reasonable legal and other professional fees and expenses (“**Losses**”), arising out of or in connection with: (a) your access to or use of the Binance Wallet Services, any updates, third-party components or any other software or tools that we make available to you; (b) your breach or alleged breach of these Terms, any applicable Product Terms, or Applicable Law; (c) your contravention of any representation, warranty or undertaking given under these Terms or any applicable Product Terms; or (d) your violation of any third party rights, including any Intellectual Property Rights, privacy or publicity rights. The indemnities in this clause 23 are in addition to, and do not limit, any other rights or remedies available to Binance Wallet or any Binance Wallet Affiliate under these Terms, any Product Terms, or at law or in equity.

23.2 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 future in relation to any 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 Wallet Services (including any Digital Asset Transactions) or the subject matter of these Terms.

24 - Liability

24.1 Our Liability.

a) Neither Binance Wallet nor any Binance Wallet 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 Wallet. Without prejudice to the foregoing and notwithstanding any other clause in these Terms, in no event will the liability of Binance Wallet and all Binance Wallet Affiliates in aggregate exceed the lesser of: (i) the amount of fees paid by you to Binance Wallet in the 12 month period immediately before the event giving rise to the loss; and (ii) USD 10,000. Such sum shall be paid by us to you in full and final settlement and satisfaction of ours and any Binance Wallet Affiliate's entire liability for any and all losses and claims, howsoever arising, from the relevant events. You acknowledge and agree that neither Binance Wallet nor any Binance Wallet 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.

b) Any claim by you must be commenced within one (1) year after the date you first knew or reasonably should have known of the act, omission or default giving rise to the claim; otherwise, such claim is permanently barred to the extent permitted by Applicable Law.

24.2 Limitations on liability. Notwithstanding any other clause in these Terms, you hereby acknowledge and agree that in no event will we or any Binance Wallet 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 Wallet Services or otherwise, including but not limited to:

- (i) any risk identified in the Risk Warning, as updated from time to time;
- (ii) the operation of the protocols underlying any Digital Asset, their functionality, security, or availability;
- (iii) whether Backed Digital Assets hold their value as against any asset, or if the issuer of the Backed Digital Asset holds sufficient reserves in relation to any Backed Digital Asset;
- (iv) any action or inaction in accordance with these Terms;
- (v) any inaccuracy, defect or omission of Digital Assets price data, any error or delay in the transmission of such data, and interruption in any such data;
- (vi) regular or unscheduled maintenance we carry out including any service interruption and change resulting from such maintenance;
- (vii) the theft of a device enabled to access and use Binance Wallet 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 Wallet 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 access the Binance Wallet Services;

- (xi) any termination, suspension, hold or restriction of access to any Binance Keyless Wallet or Binance Wallet Services, including your inability to withdraw Digital Assets, issue instructions or enter into Transactions during the period of any suspension, hold or restriction, in accordance with these Terms or any Product Terms;
 - (xii) any Transaction limits applied to your access to and use of the Binance Wallet Services;
 - (xiii) any election by us to support or not support Digital Assets;
 - (xiv) us being unable to contact you using the contact information you provided;
 - (xv) us closing a dormant account;
 - (xvi) the failure of a Transaction or the length of time needed to complete any Transaction;
 - (xvii) our refusal or delay in acting upon any instruction;
 - (xviii) any breach of security of your Email Account or a Security Breach;
 - (xix) losses suffered by you as a result of third party action, including third party fraud or scams that involve Binance Wallet only as the recipient of your Fiat Currency or Digital Assets, and/or the conversion of Fiat Currency to Digital Assets;
 - (xx) losses suffered by you as a result of the transfer of Digital Assets away from our platform at your request;
 - (xxi) any losses arising or in connection with new offerings of Digital Assets, initial coin offerings (ICOs), or the decision to list or not list Digital Assets on the Platform;
 - (xxii) a Network Event, a Fork or an Airdrop;
 - (xxiii) the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Binance Wallet Services or for delays or omissions of the Binance Wallet Services, or for the failure of any connection or communication service to provide or maintain your access to the Binance Wallet Services, or for any interruption in or disruption of your access or any erroneous communications between us, regardless of cause; and
 - (xxiv) any Transactions, instructions, or operations effected by you or purported to be effected by you through your Email Account or your use of the Binance Wallet Services;
- 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 Keyless Wallet, the Binance Wallet 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;
- 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 Wallet was aware of the possibility of such loss or damage arising or if such loss or damage was reasonably foreseeable; and/or
- d) any losses forming part of a 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. YOU AGREE AND ACKNOWLEDGE THAT THIS CLAUSE VARIES ANY LIMITATION PERIOD OTHERWISE APPLICABLE BY LAW, AND THAT IF APPLICABLE LAW PROHIBITS THIS, THIS CLAUSE WILL BE READ AS A LIMITATION PERIOD OF THE MINIMUM ENFORCEABLE LENGTH. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, YOUR ATTENTION IS ALSO DRAWN TO CLAUSE 26 AGREEING THAT CLAIMS SHALL BE RESOLVED EXCLUSIVELY BY WAY OF BINDING ARBITRATION.

24.3 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 are responsible for all login credentials, including usernames and passwords and must keep security details safe at all times.

24.4 Fiat Currency. For the avoidance of doubt, any balance on your Binance Keyless Wallet displayed and denominated in a Fiat Currency shall not be taken to mean that Binance Wallet directly holds Fiat Currency, nor does it mean that Binance Wallet receives, holds, or releases any Fiat Currency or engages in deposit taking, remittance or similar activity in respect of Fiat Currency.

RESOLVING DISPUTES: FORUM, ARBITRATION, CLASS ACTION WAIVER

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

25 - Notice of Claim and Dispute Resolution Period

25.1 Please contact Binance Wallet first if you have any concerns with the services Binance Wallet wants 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. Binance Wallet will attempt to resolve the dispute internally as soon as possible. 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).

25.2 In the event the dispute cannot be resolved satisfactorily, and you wish to assert a Claim against Binance Wallet, 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 Wallet. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your custody account email. The Notice of Claim should be submitted to the following web address: <https://www.binance.com/en/chat>. After you have provided the Notice of Claim to Binance Wallet, the dispute referenced in the Notice of Claim may be submitted by either Binance Wallet or you to arbitration in accordance with the below clause (Agreement to Arbitrate).

25.3 For the avoidance of doubt, the submission of a dispute to Binance Wallet for resolution internally and the delivery of a Notice of Claim to Binance Wallet are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding).

25.4 During the arbitration, the amount of any settlement offer made by you or Binance Wallet shall not be disclosed to the arbitrator.

26 - Agreement to Arbitrate

26.1 Aside from where Applicable Law requires or provides you with a choice otherwise, you and Binance Wallet agree that, subject to the immediately preceding clause above (Notice of Claim and Dispute Resolution Period), any Claim shall be determined by mandatory final and binding individual (not class) arbitration administered by the London Court of International Arbitration (“LCIA”) in accordance with the LCIA Rules for the time being in force, which rules are deemed incorporated by reference in this clause.

26.2 The seat of arbitration shall be London, England.

26.3 The number of arbitrators shall be three (3). We shall appoint one (1) arbitrator and you shall appoint one (1) arbitrator. The third, presiding arbitrator shall be jointly nominated by agreement of parties. If a party fails to nominate an

arbitrator, or if parties fail to agree on the appointment of the third arbitrator, within thirty days of receipt of the first request to do so from the other party, the appointment shall be made, upon request of a party, by the LCIA.

26.4 The language of the arbitration shall be in English.

26.5 You and Binance Wallet 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 the Agreement to Arbitrate, or to the arbitrability of any Claim.

26.6 The arbitration provisions set forth in this clause will survive termination of these Terms.

26.7 Limitation period for filing. Any arbitration against Binance Wallet must be commenced by filing and serving a Notice of Arbitration in accordance with the LCIA 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 25.1. 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 Wallet within that Limitation Period. If the Limitation Period is contrary to applicable law, the user shall be required to bring any Claim against Binance Wallet within the shortest time period permitted by the applicable law. A Notice of Arbitration may be served on Binance Wallet in accordance with the Applicable Laws and rules of service.

26.8 Notice. if Binance Wallet commences arbitration against you, Binance Wallet will give you notice at the email address or mailing address you have provided. You agree that any notice sent to this email 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 Wallet is up-to-date and accurate.

27 - Confidentiality

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

- a) if the written consent of the other party is obtained;
- b) to the extent required by applicable law or by the regulations of any regulatory or supervisory authority of competent jurisdiction to which the party is or may become subject to or pursuant to any order of court or other competent authority or tribunal of competent jurisdiction;
- c) in connection with the commencement, pursuit or defence by a party of any bona fide legal proceedings to enforce or challenge any award rendered in the arbitration; and
- d) to the extent that the relevant confidential information is in the public domain otherwise than by breach of this agreement.

27.2 This term of confidentiality in this clause shall survive termination of these Terms and conclusion or stay of any arbitration brought pursuant to these Terms.

28 - Governing law

Aside from where Applicable Law requires or provides you with a choice otherwise, these Terms (including this arbitration agreement) shall be governed by, and construed in accordance with English law.

29 - Class action waiver

You and Binance Wallet agree that any Claims shall be brought against Binance Wallet 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 Wallet.

GENERAL

30 - General terms

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

30.2 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 must be in writing, in English, and signed or otherwise authorised by the party giving it.

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

30.4 Entire agreement. The Terms, together with any applicable Product Terms, constitute the whole agreement between you and us with respect to the Binance Wallet 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.

30.5 Assignment. You may not assign or transfer any of your rights or obligations under the Terms without our prior written consent, which may, in some cases, require additional information to be provided or enhanced due diligence to be performed. 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 Wallet. Binance Wallet may assign, transfer, or novate all or part of its rights or obligations under these Terms and any terms and conditions incorporated by reference (including any Product Terms) to any Binance Wallet Affiliate without restriction, provided that any such Binance Wallet Affiliate agrees to assume all rights and obligations to be transferred in full. You hereby irrevocably consent, in advance and without further action by you, to any such novation or to the addition of any Binance Wallet Affiliate as an additional contracting party with you in respect of any Binance Wallet Services. Any such novation shall be effected by an agreement between Binance Wallet and the relevant Binance Wallet Affiliate. From the effective date of such novation, the relevant Binance Wallet Affiliate will assume those rights and obligations, and Binance Wallet will be released from those rights and obligations so transferred. The fact of any assignment or novation will be published on our website and may also be notified to users separately by email, through the app or by such other means as Binance Wallet determines in its discretion. In the event of a novation, users will be informed of the new contracting entities and their roles as data controllers, including an updated Privacy Notice, prior to the effective date. Any transfer of personal data will be carried out in accordance with Applicable Laws.

30.6 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.

30.7 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.

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

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

30.10 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.

30.11 Relationship of the parties. Binance Wallet is 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.

30.12 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.

30.13 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.

30.14 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 under the Terms or otherwise. 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.

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

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

30.17 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 Wallet Services, or for collecting, reporting or remitting any taxes arising from any Transaction or use of the Binance Wallet 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.

31 - Definitions and interpretation

In these Terms:

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

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

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

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

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

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

(i) the Product Terms;

(ii) the [Privacy Notice](#); and

(iii) these Terms.

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

“Account History” means the written record (including electronic records) of your Transactions and your access to and use of the Binance Wallet Services.

“Airdrop” means the attempted distribution or distribution by a Digital Asset network or other parties of any Digital Asset to Digital Asset addresses of a supported network.

“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 Wallet is a member), that are applicable to the provision, receipt or use of the Binance Wallet Services, or any other products or deliverables provided, used or received in connection with the Binance Wallet Services, these Terms, or any Product Terms.

“Backed Digital Assets” means Digital Assets that purport to be backed by or otherwise tied or pegged in value to another asset, including without limitation Digital Assets, Fiat Currency or commodities such as silver or gold.

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

“Binance Keyless Wallet” has the meaning given to it in the relevant Product Terms.

“Binance Wallet,” “we,” “our” or “us” means Binance Barbados Limited (a company incorporated under the laws of Barbados, under registration number 50240, and with its registered address at Barbados Golf Club Complex, Durants, Christ Church, Barbados).

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

“Binance Wallet Interface” has the meaning given to it in the relevant Product Terms.

“Binance Wallet Services” has the meaning given to it in the relevant Product Terms.

“Binance Wallet IP” means the Created IP and all other Intellectual Property Rights owned by or licensed to us as at the date of the Terms and any other Intellectual Property Rights owned or acquired by or licensed 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 Wallet Services.

“Claim” means any dispute, claim, difference or controversy between you and Binance Wallet (and/or any Binance Wallet 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 Wallet (and/or any Binance Wallet 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 Wallet (and/or any Binance Wallet Affiliates).

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

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

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

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

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

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

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

“Force Majeure Events” means:

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

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

- (c) any epidemic, pandemic or public health emergency of national or international concern;
- (d) any act or regulation made by a government, supra national body or authority that we believe stops us from providing Binance Wallet Services on the Platform;
- (e) the suspension or closure of any Binance Wallet Affiliate;
- (f) the nationalisation of any Binance Wallet Affiliate;
- (g) the imposition of limits or unusual terms by a government on any Digital Assets traded on our Platform;
- (h) technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures;
- (i) the failure of any supplier, intermediate broker, agent, principal custodian, sub-custodian, dealer, exchange, staking platform, liquidity pool, bridge provider, issuer of a Backed Digital Asset, market maker, clearing house or regulatory organisation to perform its obligations to us;
- (j) any labour or trade disputes, strikes, industrial actions or lockouts (other than in each case by Binance Wallet or the Binance Wallet Affiliates); and/or
- (k) an event which significantly disrupts the market for Digital Assets, which could include excessive movements in the price, supply or demand of a Digital Asset, whether regulated or unregulated.

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

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

“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.

“Local Terms” means the terms governing your use of the Binance Wallet Services provided in any particular jurisdiction.

“Losses” has the meaning given to it in clause 23.1.

“Manifest Error” means any error, omission or misquote (whether an error of Binance Wallet or any third party) which is manifest or palpable, including a misquote by any representative of Binance Wallet 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 Wallet Affiliates that enables you to use or otherwise access Binance Wallet Services.

“Network Event” means in relation to a Digital Asset, any event (other than an Airdrop or Fork) in respect of the blockchain or the smart contract that underlies a Digital Asset, which is beyond Binance Wallet’s control, and results in either (a) a loss of control or ownership by Binance Wallet or a third party of any amount of such Digital Asset; or (b) transaction records on the 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 reorganization, in each case as determined by Binance Wallet in good faith and in its sole discretion.

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

“Prediction Markets Feature” means the functionality made available through the Binance Wallet Interface described in clause 4.2.10 (Prediction Markets) that enables you to access and interact with Prediction Market Platforms.

“Prediction Markets Platform” has the meaning given in clause 4.2.10 (Prediction Markets) of these Binance Wallet Terms.

“Privacy Notice” means the privacy notice found [here](#).

“Product Terms” means the product-specific terms and conditions or end-user license that apply to the use of a Binance Wallet Service, in addition to these Terms.

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

“Restricted Person” means a person or legal entity who is (a) named on, or owned or controlled by any person or legal entity named on the lists maintained by the United Nations Security Council, the European Union, the United States, or any other sanctions authority as determined by Binance Wallet from time to time (including but not limited to the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC)) or (b) located, incorporated, otherwise established in, or resident in any territory where we determine that Binance Wallet Services may be wholly or partially restricted.

“Risk Warning” means the general risk warning set out in: <https://www.binance.com/en/about-legal/binance-wallet-risk-warning>.

“Security Breach” means:

- (a) your Binance Keyless Wallet or any of your seed phrases and any other relevant credentials required for access have been compromised;
- (b) the loss, theft, or unauthorised use of any of your seed phrases and any other relevant credentials required for access or any unauthorised access to and use of your Binance Keyless Wallet or the Binance Wallet Services on your behalf; or
- (c) any other security incident (including a cyber-security attack) affecting you and/or Binance Wallet.

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

“Terms” means these terms of use, together with any other documents expressly incorporated by reference, including the Product Terms, in each case as amended or supplemented from time to time.

“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 Wallet Services.

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

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

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

“Web3 API” has the meaning given in clause 4.2.13 (Web3 API) of these Binance Wallet Terms.

“Website” means the website located at web3.binance.com