

**PRIME XBT**

**CRYPTO FUTURES  
AGREEMENT**

*Certain services and/or products may not be available in your jurisdiction.*

## **PrimeXBT Crypto Futures Services Terms of Use**

These Terms & Conditions (henceforth the “Crypto Futures Agreement” or “Terms of Use”) shall govern the provision of Crypto Futures Services by

**A.** Prime XBT Trading Services Ltd, a company incorporated and existing under the laws of Saint Lucia, with Registration No. 2024-00343, having its registered office address at PKF Corporate Services Ltd., 1st Floor, Meridian Place, Choc Estate, Castries, Saint Lucia (hereinafter referred to as “PrimeXBT”, the “Company”, “we”, “us”, “our”, as appropriate).;

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**B.** Any person being either a natural person or a legal entity and its authorised representative(s) (also referred to as the “**Client(s)**”, “**you**”, “your”, “yourself”, as appropriate), who has registered for, an Account with PrimeXBT and who has thus agreed to the present terms and conditions during the registration procedure.

This PrimeXBT Crypto Futures Services (the “**Services**”) Agreement shall apply to all Crypto Futures Accounts opened and maintained with PrimeXBT as well as all Crypto Futures Trading Services provided by PrimeXBT to you, as each term is defined below. Accessing and using Crypto Futures Trading Services shall be deemed as your full acceptance of the terms and conditions set forth herein.

This Crypto Futures Agreement serves as a supplement to PrimeXBT’s Terms and Conditions (hereinafter referred to as the “**Client Agreement**”). Any and all terms and conditions included in this Crypto Futures Agreement are effective and are to be read in conjunction with the Company’s Agreement and any other policies available on the Company’s Website. Any and all terms and conditions governing, inter alia, the offer, execution, conditions, prohibitions, termination, warranties, rights and restrictions for any products and services included in the Agreement, shall apply without any limitation

to this Crypto Futures Agreement with regard to, inter alia, the Crypto Futures products and Crypto Futures Services. In the event of any discrepancy between this Crypto Futures Agreement and the Agreement, the terms of the Agreement shall prevail.

All capitalized terms and references used in the Crypto Futures Agreement are defined and construed in the PrimeXBT Agreement but are not defined or construed in these Terms of Use shall have the same meaning. For the avoidance of doubt, where a term is defined both in the Agreement and in these Terms of Use, for the purposes of these Terms of Use only, the definition in these Terms of Use shall prevail. The terms in these Terms of Use shall be supplemental to and are to be read together with the Agreement. Unless otherwise expressly agreed by PrimeXBT in writing, this version of these Terms of Use shall replace and supersede all previous versions of these Terms of Use that may have been accepted by you or otherwise made available on the Platform.

## **1. Definitions and Interpretation**

1.1. The following definitions are applicable to the terms of these Terms of Use:

**“Crypto Futures”** means futures contracts that are quoted, margined and settled in Digital Assets other than stablecoins, in such form as prescribed from time to time by PrimeXBT in its sole discretion.

**“Confirmation”** means written confirmation, including email or other electronic means, of the specific terms of a Transaction entered into by you pursuant to the Crypto Futures Trading Services.

**“Default”** is as defined in Clause 7 of these Terms of Use.

**“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.

**“Funding Fees”** means periodic payments that apply to Perpetual Crypto Futures

Contracts that are either paid to you or owed by you depending on whether you are holding a long or short position in the relevant Digital Assets and are based on the nominal value of the positions and the applicable Funding Rate Financing Fees are intended to ensure the Perpetual Crypto Futures Contract price aligns with the prevailing spot price.

**“Crypto Futures Account”** means an account maintained or to be maintained by PrimeXBT for you for the purpose of receiving the Crypto Futures Trading Services.

**“Margin Impact”** in respect of a Transaction, shall be the minimum amount of Margin that PrimeXBT may from time to time in their sole discretion determine is required to be deposited in your Crypto Futures Account in order to open a leveraged position in respect of that Transaction.

**“Last Price”** means the latest transaction price that the Crypto Futures contract in question was traded at on the PrimeXBT Platform.

**“Margin Ratio”** means, with respect to a Transaction, the quotient obtained by dividing the Mark Price of the Transaction by the value of the Margin held as security for your obligations under such Transaction.

**“Liquidation”** is as defined in Clause 5 of these Terms of Use.

**“Liquidation Price”** means the Mark Price at which Liquidation occurs. For the avoidance of doubt, the Liquidation Price as quoted by PrimeXBT on the Platform is for reference only and shall not be binding on PrimeXBT.

**“Loss”** means any and all loss, damage, costs, charges and/or expenses of whatsoever nature and howsoever arising, including without limitation legal fees on a full indemnity basis, cost of funding and loss or cost incurred as a result of the terminating, liquidating or re-establishing of any hedge or related Trading position, loss of profit, loss of revenue, loss of opportunity, consequential, unforeseeable, special or indirect damages or expenses.

**“Maintenance Margin”** in respect of a Transaction, shall be the amount of Margin that PrimeXBT may from time to time in its sole discretion determine to be required to keep the relevant leveraged position in respect of the applicable Transactions open.

**“Manifest Error”** means any error, omission or misquote, whether an error of PrimeXBT or any third party, which is manifest or palpable, including a misquote by any representative of PrimeXBT taking into account the current market and currently advertised quotes, or any error or lack of clarity of any information, source, commentator, official, official result or pronunciation.

The fact that you may have entered into, or refrained from entering into, a corresponding financial commitment, contract or trade in reliance on a Transaction entered into through the Crypto Futures Trading Services or that you have suffered or may suffer any loss whether direct, indirect, consequential or otherwise, is deemed irrelevant as a factor and shall not be taken into account in determining whether a situation amounts to a Manifest Error.

**“Margin”** in respect of Transactions means any Digital Assets of the type that PrimeXBT has specified it accepts to satisfy Margin Requirements, which are deposited with or held by or on behalf of PrimeXBT in your Crypto Futures Account as security or credit support for your obligations under such Transactions.

**“Margin Balance”** means the sum, from time to time, as determined by PrimeXBT in its sole discretion, of Margin held in your Crypto Futures Account and any Unrealised P/L connected to your Crypto Futures Account. Information as to your Margin Balance from time to time is made available through the Platform.

**“Margin Call”** means the request issued by PrimeXBT to you, to top up any shortfall of Margin in the Crypto Futures Account in order to satisfy Margin Impact and/or Maintenance Margin requirements from time to time.

**“Margin Requirements”** means any Margin Impact and/or Maintenance Margin required to open and/or maintain a position with respect to a Transaction, as specified by PrimeXBT from time to time.

**“Mark Price”** in respect of Crypto Futures, means the fair value of the relevant Crypto Futures, regardless of whether those Crypto Futures are Perpetual Crypto Futures Contracts or Quarterly Crypto Futures Contracts.

**“Order”** means any offer to enter into a Transaction, or any of your instruction, request, application or order in relation to the Crypto Futures Trading Services, including without limitation limit orders, market orders, stop limit orders, stop market orders, take profit limit orders, take profit market orders, trailing stop orders, post only orders, and limit take profit or stop loss orders, given or transmitted by you or on your behalf to PrimeXBT or which PrimeXBT reasonably believes to have been sent, given or transmitted by or on your behalf, including any instruction, request or order to revoke, ignore or vary any previous offer, instruction, request application or order.

**“Perpetual Crypto Futures Contracts”** means Crypto Futures without a set expiry date.

**“Restricted Jurisdiction”** shall refer to the list of jurisdictions where PrimeXBT does not offer its services and/or from which it does not accept Clients. The latest list of restricted jurisdictions can be found in the Client Agreement.

**“Trading Platform”** as defined in the Client Agreement.

**“Transaction”** means any transactions in respect of Crypto Futures that PrimeXBT may from time-to-time permit to be carried out with respect to your Crypto Futures Account.

**“Unrealised P/L”** means profits that have not yet been realised minus the losses that have not yet been realised, in each case with respect to your open Transactions before closure or expiry.

1.2. The headings are inserted for convenience only and shall not affect the construction of these Terms of Use. Expressions in the singular form shall include the plural and vice versa, and all references to the masculine genders shall include the female and neuter genders and vice versa.

1.3. The words “include” or “including” shall be deemed to be followed by “without

limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import, and “otherwise” shall not be construed as limited by words with which it is associated.

“**Website**” shall mean the Company’s official website or any such other website as the Company may operate through from time to time.

## **2. Crypto Futures Trading Services**

2.1. By accessing your Crypto Futures Account, you agree to be bound by the terms of these Terms of Use, which shall include, without limitation, each of the following:

2.1.1. the provisions regarding leverage and margining of Crypto Futures, as available on PrimeXBT website, or on such other electronic medium as notified by PrimeXBT from time to time;

2.1.2. the provisions regarding funding rates, as available on the Crypto Futures Platform, or on such other electronic medium as notified from time to time;

2.1.3. the provisions regarding Liquidation, as available on PrimeXBT website, or on such other electronic medium as notified by PrimeXBT from time to time;

2.1.4. applicable fee schedules, as available on PrimeXBT website, or on such other electronic medium as notified by PrimeXBT from time to time; and

2.1.5. any other rules, terms of service, and/or Trading protocols that PrimeXBT may from time to time in its sole and absolute discretion determine shall form part of these Terms of Use, as available on PrimeXBT website or on such other electronic medium as notified by PrimeXBT from time to time.

2.2. Nothing in these Terms of Use or otherwise obliges PrimeXBT to provide any Crypto Futures Trading Services to you and PrimeXBT may change, suspend, terminate, restrict or discontinue any of the Crypto Futures Trading Services or any information, features or functions available through the Platform, and may delist any Digital Asset Trading pairs from the Platform either temporarily or on a permanent basis, in each case at any time in its sole and absolute discretion, without giving any

reason or any notice to you thereof.

2.3. Nothing contained on the Platform is to be construed as an offer, an invitation to offer or a recommendation to enter into any transaction which can be accepted by you to create contractual obligations without further action by PrimeXBT. PrimeXBT is not providing any advice with respect to the use of the Platform including but not limited, regarding the execution of transactions, any legal, tax or accounting advice regarding the suitability or profitability of a security, investment or transaction by means of the Platform. The Platform provides general information only and it is not intended as financial advice or as an offer, solicitation or recommendation of securities or other financial products and is not personalized or in any way tailored to reflect your particular investment objectives, financial situation or needs. Any transaction(s) or products(s) mentioned herein may not be appropriate for all investors and before entering into any transaction you should take steps to ensure that you fully understand the transaction and have made an independent assessment of the appropriateness of the transaction in the light of your own objectives and circumstances, including the possible risks and benefits of entering into such transaction and seeking advice from your own advisers. If you decide to enter into a transaction, you do so in reliance on your own judgement.

2.4. You acknowledge that there are legal requirements in various countries which may restrict the products and services that PrimeXBT can lawfully provide as part of the Crypto Futures Trading Services. Accordingly, some products and services and certain functionality within the Platform may not be available or may be restricted in certain jurisdictions or regions or to certain users. You shall be responsible for informing yourself about and observing any restrictions and/or requirements imposed with respect to the access to and use of the Platform and the Crypto Futures Trading Services in each country from which the Platform and the Crypto Futures Trading Services are accessed by you or on your behalf. PrimeXBT reserves the right to change, modify or impose additional restrictions with respect to the access to and use of the Platform and/the Crypto Futures Trading Services from time to time in its sole discretion at any time without notification.

### **3. Crypto Futures Orders**

3.1. To enter into a Transaction, provide any instructions with respect to a Transaction or close-out any open position with respect to a Transaction, you may do so by placing a relevant Order with PrimeXBT through the use of the Platform.

3.2. In the event that PrimeXBT assumes the role of the counterparty to any Transaction, PrimeXBT shall be entitled to all gains, profits and benefits derived from such Transaction.

3.3. Nothing in these Terms of Use or otherwise obliges PrimeXBT to accept any Order or enter into any Transaction with you, and PrimeXBT may refuse to enter into any Transaction, accept or otherwise act on any Order without giving any reason or any notice to you thereof. Examples of the above include, but are not limited to, instances where PrimeXBT reasonably believes that you are abusing any of its offerings (e.g., you voluntarily and/or involuntarily partake in arbitrage unrelated to market inefficiencies, including but not limited to, latency arbitrage and swap arbitrage, act contrary to good faith, maintain -on purpose- multiple Client profiles). It should be noted that this is not an exhaustive list.

3.4. PrimeXBT shall be entitled to rely upon any Order which PrimeXBT reasonably believes to have been provided on your behalf as duly authorized without further enquiry. Where any Order is ambiguous or inconsistent with any other Order, PrimeXBT shall be entitled to rely and act upon such Order in accordance with any reasonable interpretation thereof.

3.5. PrimeXBT will not act in accordance with any Order which purports to dispose of or deal with any Digital Assets which are in fact not held in any PrimeXBT Account and/or Crypto Futures Account.

3.6. PrimeXBT shall not be liable for any Loss or other liability whatsoever incurred by you or any third party which arises from or in connection with any failure by PrimeXBT to comply with any of your Orders or from any exercise by PrimeXBT of or failure to exercise, any discretion, power or authority conferred upon PrimeXBT under this Terms of Use. Further, PrimeXBT shall not be liable for any Loss or other liability whatsoever incurred by you or any third party which arises from or in connection with

any failure or delay in the transmission of, or any wrongful interception of, any Order submitted through any equipment or system, including any equipment or system owned and/or operated by or on behalf of PrimeXBT.

3.7. You acknowledge and consent to the right of PrimeXBT to aggregate your Orders with the Orders of other clients of the Crypto Futures Trading Services. The allotment or distribution of any Digital Assets pursuant to such Order aggregation to or amongst you and other clients of the Crypto Futures Trading Services shall be at PrimeXBT's sole and absolute discretion. You further acknowledge and agree that PrimeXBT may enter into Transactions as principal and, in circumstances where PrimeXBT acts as principal to any Transaction, that PrimeXBT may also take such actions as PrimeXBT may reasonably require to limit its liability/exposure under such Transaction.

3.8. PrimeXBT may rely on information and/or data obtained from or provided by third parties. PrimeXBT may also make available third-party indices and/or other market data provided by third parties to Users through the Platform, for information purposes and as an accommodation to Users. You acknowledge and agree that PrimeXBT:

3.8.1. Does not guarantee the accuracy, completeness or availability of any information or data provided by third parties, including, without limitation, any third-party indices or market data, ("Third Party Data"), regardless of whether such Third-Party Data is included within a PrimeXBT product or is provided independently;

3.8.2. Does not warrant that any Third-Party Data is up to date as at the time obtained; and

3.8.3. Shall not be liable for the content of any Third-Party Data or any discrepancies or errors contained therein or any losses flowing from the use or reliance thereon. Any use or reliance on any Third-Party Data shall be at the sole risk and discretion of the User. Unless expressly stated otherwise by PrimeXBT, PrimeXBT does not endorse any third-party index or other product, service, information, data or disclaimer obtained from or provided by any third party that is made available or is otherwise accessible through the Platform and does not guarantee

the outcome of any use thereof or reliance thereon.

3.9. PrimeXBT may implement certain Trading risk controls to the Crypto Futures Trading Services from time to time based on certain thresholds and criteria, to protect the rights and interests of Users. Such risk control measures may include, without limitation, implementing a “Reduce Only” restriction in certain circumstances, which will allow for a User to enter into risk reducing transactions or to close out existing open positions only and will prevent any new open positions from being entered into, and/or prohibiting transfers, Trading, and other operations for high-risk Users.

## **4. Margin**

4.1. You shall deposit and maintain in your Crypto Futures Account, and/or otherwise provide to PrimeXBT, Margin in such form and amounts, at such times and in respect of such Crypto Futures Account as PrimeXBT may from time to time in its sole and absolute discretion require, whether or not such requirement of PrimeXBT is identical to or reflects or is greater than applicable collateral or margin requirements of any governmental body or self-regulatory organization in any jurisdiction, including any exchange, which is required to be maintained by PrimeXBT and/or you.

4.2. A list of Digital Assets approved by PrimeXBT to be eligible as Margin will be prescribed by PrimeXBT and certain Digital Assets may only be valued as Margin on a discounted basis. PrimeXBT may amend that list from time to time in its sole discretion and may but shall not be obliged to notify you of any changes to the list of eligible Digital Assets or discounts applied to the valuation thereof prior to those changes taking effect.

4.3. The value of any Margin shall be as determined by PrimeXBT in its sole and absolute discretion.

4.4. You may choose to satisfy Margin Impact and Maintenance Margin requirements on your Crypto Futures Account either on an isolated basis (i.e. per each open position you hold in Crypto Futures) (“isolated margin mode”) or across all open positions in a particular contract type (“cross margin mode”). If you select “isolated margin mode” an

independent Margin Balance will apply to each open position and only Digital Assets allocated as Margin to a particular open position will be utilized in the event of any Liquidation or close-out. If you select “cross margin mode”, this means that all open positions in the same contract type recorded against a Crypto Futures Account will have a single margin balance and will have recourse to the same pool of Digital Assets provided by you to satisfy Margin Impact and Maintenance Margin requirements.

4.5. PrimeXBT may accept crypto and fiat currencies as margin collateral to satisfy Margin Impact and Maintenance Margin requirements on Crypto Futures contracts. PrimeXBT reserves the right to change the Digital Assets that are eligible as Margin for Crypto Futures contracts from time to time at its discretion.

4.6. Upon specific instructions provided by you, PrimeXBT may but is not obliged to transfer all or part of the Margin held by PrimeXBT for you in respect of any Crypto Futures Account to any other PrimeXBT Account or to utilize such Margin for any purposes as required by you with respect to any other Services offered by PrimeXBT outside of the Crypto Futures Trading Services.

4.7. PrimeXBT may establish Margin Requirements in respect of Transactions and such Margin Requirements will be set out in the Crypto Futures Trading Rules. PrimeXBT may, in its sole and absolute discretion, with or without notice to you, vary the Margin Requirements for any Crypto Futures Account and/or type of Transaction at any time and by any level, and may also stipulate that such Margin Requirements shall apply to existing positions as well as new positions in the Transactions affected by such change. Any written notice, which shall include email or electronic notification on or through the Platform, from PrimeXBT stating that any such circumstance has arisen shall be deemed to be a conclusive determination of that event. You acknowledge that PrimeXBT may, in certain market conditions, effect an immediate change in Margin Requirements and/or require additional Margin to be deposited immediately or within a specified period of time which may be less than 24 hours, and you waive any right to object on the grounds that such requirement is unreasonable. No previous Margin Requirements shall set a precedent or bind PrimeXBT.

4.8. If at any time PrimeXBT determines that additional Margin is required with respect to a Transaction or group of Transactions, you shall deposit with PrimeXBT such

additional Margin immediately upon demand, provided that notwithstanding any such demand for additional Margin, PrimeXBT may at any time exercise its rights under these Terms of Use should your Margin Balance fall below the applicable Maintenance Margin. In making such determination in respect of the Margin provided for any Crypto Futures Account, PrimeXBT shall not be required to take into consideration Margin held by PrimeXBT for you in respect of any other PrimeXBT Account. The Company reserves the right to use the Client's funds from any other wallet and/or account in order to cover the negative balance on the Client's trading account.

4.9. You acknowledge that Margin may be held and used to secure the performance of your obligations as well as for such other purposes as the Applicable Laws may permit or stipulate for the relevant Transactions.

4.10. All Margin shall be held by PrimeXBT, notwithstanding any provision or instructions to the contrary, as continuing security and shall be subject to a general lien and right of set off in favor of PrimeXBT for any and all of your obligations, liabilities or monies whatsoever at any time now or hereafter owing, due, incurred or payable by you to PrimeXBT under these Terms of Use or otherwise, whether present or future, actual or contingent, solely or jointly or whether as principal or surety, and PrimeXBT may realize any of your Margin as provided for in these Terms of Use. Subject to PrimeXBT's rights under these Terms of Use, including, without limitation, PrimeXBT's rights pursuant to a Liquidation and/or the occurrence of a Default of these Terms of Use, PrimeXBT will not sell, transfer, loan, hypothecate, rehypothecate or pledge any Margin allocated to your Crypto Futures Account unless instructed by you, authorised under these Terms of Use, or compelled by a court of competent jurisdiction to do so.

4.11. You acknowledge and agree that no interest shall be paid on any type of Margin deposited by you with PrimeXBT and that PrimeXBT shall not have any liability for fluctuations in the fiat currency value of Margin allocated to your Crypto Futures Account. PrimeXBT shall at no time be required to deliver to you the identical property delivered or otherwise transferred to PrimeXBT as Margin for the Crypto Futures Account but only property of substantially the same kind and amount, subject to adjustments for quantity and quality variations at the market price prevailing at the time of such delivery. You acknowledge and agree that when PrimeXBT uses the Margin for any purpose as set out in these Terms of Use, including, without limitation, pursuant to

a Liquidation and/or PrimeXBT's rights as set out in these Terms of Use, such Margin will no longer be your property and shall not constitute a loan or constructive trust in your favor.

4.12. You shall at your own cost and at PrimeXBT's request, execute and do all such deeds, acts and things, including without limitation, the performance of such further acts or the execution and delivery of any additional instruments or documents, as PrimeXBT may require for the purposes of these Terms of Use, including but not limited to perfecting PrimeXBT's rights to the Margin provided by you.

4.13. Subject to Applicable Law, PrimeXBT may deposit in PrimeXBT's general account or any other account, any of your Margin and may commingle your Margin with the Digital Assets, currencies and properties of PrimeXBT or other clients of the Crypto Futures Trading Services. Any Margin and other Digital Assets held by PrimeXBT on your behalf and on behalf of other Users shall be segregated from PrimeXBT's own Digital Assets, currencies and property by way of separate ledger accounting entries.

4.14. All Margin shall be held subject to PrimeXBT's general rights under Applicable Law.

## **5. Margin Balance, Margin Calls and Liquidation**

5.1. Without prejudice to the generality of this Clause 5 of this Terms of Use, unless otherwise directed by PrimeXBT:

5.1.1. You agree to allocate the required Margin Impact to your Crypto Futures Account before entering into any Transaction. If you do not allocate the prescribed Margin Impact to your Crypto Futures Account, then you will not be permitted to enter into a Transaction. The Margin Impact required for a particular Transaction will be determined by reference to the notional value of the relevant position and the applicable leverage;

5.1.2. You agree to always maintain sufficient Maintenance Margin for outstanding Transactions. If the Margin Balance of your Crypto Futures Account

falls below the required Maintenance Margin, you agree to transfer additional Margin to PrimeXBT whether or not a Margin Call has been made by PrimeXBT to restore to the required Maintenance Margin for the outstanding Transactions. The Margin Impact and Maintenance Margin requirements are set out on the Platform. PrimeXBT may amend the maximum leverage, Margin Impact and/or Maintenance Margin requirements with respect to Transactions from time to time in its sole discretion. A higher Margin Impact may be payable in certain circumstances and Maintenance Margin may increase in the event of adverse market movements to keep a position open;

5.1.3. You acknowledge that PrimeXBT calculates the profit and loss of your open positions in Crypto Futures based on a proprietary model and that PrimeXBT has the sole discretion to choose and amend the specification of such proprietary model to reflect PrimeXBT's view of the fair market price of the Crypto Futures at the relevant time;

5.1.4. You acknowledge that if with respect to open positions maintained in Crypto Futures, the Mark Price of the relevant Crypto Futures hits the Liquidation Price and the Margin Balance of your Crypto Futures Account falls below the required Maintenance Margin, PrimeXBT will begin to automatically close out open positions without notice as soon as market conditions allow until the first of the following occurs:

- (a) The Margin Balance of your Crypto Futures Account is equal to, or greater than, the required Maintenance Margin for all remaining open positions; or
- (b) All open positions have been terminated by such process, a "**Liquidation**".

A Liquidation will result in all open Orders being immediately cancelled. PrimeXBT is not required to provide notice before commencing Liquidation. If, following a Liquidation there is a negative balance on your Crypto Futures Account, you will be considered "bankrupt" and PrimeXBT may step in to take over the remaining positions and offload them onto the market.

5.1.5. You acknowledge and agree that it is your sole responsibility to monitor the Margin Balance of your Crypto Futures Account and applicable Margin

Requirements, including the Margin Impact, Maintenance Margin, the Mark Price and the Liquidation Price, of your Crypto Futures Account from time to time, particularly in periods of high volatility, in order to avoid Liquidation. All open positions of the Crypto Futures Account shall be marked-to-market daily, or at more frequent intervals as PrimeXBT may determine in its sole discretion. To avoid spikes and unnecessary Liquidations during periods of high volatility, PrimeXBT uses Mark Price to determine the mark to market value of positions, to Unrealised P/L and the Liquidation Price;

5.1.6. You acknowledge and agree that whilst the Margin Balance of your Crypto Futures Account takes into account the value of Digital Assets allocated as Margin to your Crypto Futures Account together with any Unrealised P&L and Unrealised P&L is relevant for determining Margin Calls, you shall not have any claim with respect to any Unrealised P&L and shall not be entitled to request the withdrawal of any Unrealised P&L. Further, any rewards or incentives to which you may be entitled from time to time with respect to Digital Assets in your Crypto Futures Account, which shall include, without limitation, any “airdrops” and/or any hard fork/redenomination of a Digital Asset or other action that results in the creation and distribution of new Digital Assets or the increase in the supply of existing Digital Assets, which are then distributed to Users by reference to value of Digital Assets held in their PrimeXBT Accounts, will be determined by reference to the value of the Digital Assets allocated to your Crypto Futures Account as Margin and will not take into account any Unrealised P&L included within your Margin Balance.

5.1.7. You have the right to withdraw any part of the free Margin available in your Account(s), subject to any applicable restrictions, and any other right or limitation on such withdrawal. PrimeXBT reserves the right to reject a withdrawal request in instances where it has reasonable grounds to believe that the said instruction is being placed to abuse any of its offerings and/or is contrary to its policies and procedures.

5.2. As Digital Asset markets are open 24 hours a day, 7 days a week, Margin Calls

and Liquidations may occur at any time, including outside of normal business hours. You further agree and acknowledge that the prices of Digital Assets are volatile and thus may decline speedily in value.

5.3. PrimeXBT shall be entitled, not shall have no obligation, to make Margin Calls to you in respect of your Transactions. If a Margin Call is made, it will be made through the Platform, by email or other electronic means. Any Margin Call made by PrimeXBT must be met by you by transferring additional Margin from your PrimeXBT Account(s) to your Crypto Futures Account. You are responsible for monitoring your Crypto Futures Account and for always maintaining sufficient Margin to satisfy applicable Margin Requirements, especially during volatile periods, regardless of whether or not a Margin Call has been made. Any failure to satisfy a Margin Call or any failure to otherwise maintain sufficient Margin in your Crypto Futures Account may lead to your positions being subject to Liquidation and/or PrimeXBT exercising its rights as set out in these Terms of Use. PrimeXBT shall have no liability to you or any third party in connection with any failure of PrimeXBT to make a Margin Call or any delay in the receipt by you of any Margin Call.

5.4. Failure of PrimeXBT to exercise any or all of its rights under this Clause 5 shall not constitute a waiver of its rights to do so at any time thereafter, nor shall PrimeXBT be subject to any liability to you for its acts or its failure to so act.

## **6. Fees, Interest, Commissions and Charges**

6.1. You shall promptly pay all PrimeXBT's fees, interest, commissions and/or other charges at such rates and in such manner as PrimeXBT may impose and stipulate from time to time with respect to the execution and/or performance of any Transaction or otherwise for the maintenance of your Crypto Futures Account or the provision of any service to you or in connection with your Crypto Futures Account.

6.2. PrimeXBT reserves the right from time to time in its sole and absolute discretion and by notice to you to vary the rates of fees, interest, commissions and charges or impose other fees, interest, commissions and charges. Fees, interest, commissions and other charges may be quoted on request, posted on the Platform or individually

notified via email or other modes of communication as PrimeXBT in its sole and absolute discretion may deem fit. It is your responsibility to ensure that you are aware of current applicable fees, interest, commission, charges and rates.

6.3. You shall make payment to PrimeXBT of any outstanding amount owed to PrimeXBT, including without limitation any outstanding fees, interest, commissions and charges, when due or otherwise upon demand by PrimeXBT.

6.4. All commissions, interest, fees, charges or other amounts owed from you to PrimeXBT may be settled by PrimeXBT at its sole and absolute discretion on the day they fall due by debiting your PrimeXBT Account, including your Crypto Futures Account, with the relevant amount payable by you. In the event that there are insufficient Digital Assets in your PrimeXBT Account, including your Crypto Futures Account, you acknowledge that any amount due and payable from you under this Clause is a debt immediately due and owing by you to PrimeXBT.

6.5. Applicable Trading fees may vary between different clients, products and Transactions and will depend on certain factors, such as Trading volumes. Trading fee discounts may be available from time to time, subject to the satisfaction of certain criteria. All Trading fees shall be applied at both the entry into and the close-out of a Transaction, unless otherwise notified.

6.6. If you enter into a Perpetual Crypto Futures Contracts through the Platform, then, currently every 8 hours (currently at 00:00 UTC; 08:00 UTC and 16:00 UTC (the “**Funding Times**”)), you will either be required to pay or will be entitled to receive a Funding Fee. As Perpetual Crypto Futures Contracts do not have a set expiry date and do not settle in the traditional sense, Funding Fees ensure that the price of the contract correlates with the prevailing spot price of the underlying instrument. In extreme market conditions, high Funding Fees can mean that it is costly to maintain a long-term position in the market. You will only be required to make, or entitled to receive, Funding Fees in respect of open positions you hold in Perpetual Crypto Futures Contracts as at the Funding Times. If you do not have an open position at a Funding Time, you will not be liable for, or otherwise entitled to receive, any Funding Fees with respect to such Funding Time. Moreover, if you close your open positions prior to a Funding Time, you will not pay or receive any Funding Fees in relation to those positions. There is a

15-second deviation in the actual Funding Times. For example, when a trader opens a position at 08:00:05 UTC, the Funding Fee may still apply to that position. For information as to current Funding Fees, please refer to the following <https://primexbt.com/fees>. PrimeXBT reserves the right to amend applicable Funding Fees including applicable Funding Times from time to time in its discretion.

6.7. PrimeXBT shall be entitled at its sole and absolute discretion to charge interest on any amount due to PrimeXBT from you at such rate and calculated and/or compounded in such manner as PrimeXBT may impose and determine from time to time and to debit any PrimeXBT Account, including any Crypto Futures Account, in respect of the interest due.

6.8. All amounts owed to PrimeXBT shall be settled in such Digital Assets as solely determined by PrimeXBT from time to time and shall be free of deduction or withholdings, if applicable. If you are required to effect such deductions or withholdings, then the amount due to PrimeXBT shall be increased by such amount as shall result in PrimeXBT receiving an amount equal to the amount PrimeXBT should have received in the absence of such deduction or withholding.

6.9. Any applicable taxes, duties, disbursements, costs and/or other expenses incurred by PrimeXBT in connection with providing the Crypto Futures Trading Services to you or otherwise in connection with your Crypto Futures Account shall be fully reimbursed by you.

6.10. If for any reason PrimeXBT cannot affect payment or repayment to you in a particular Digital Asset in which payment or repayment is due, PrimeXBT may affect payment or repayment in an equivalent amount of any other Digital Assets selected by PrimeXBT based on a rate of exchange solely determined by PrimeXBT, acting reasonably, in respect thereof at the relevant time.

6.11. All interest, fees, commissions and other charges of PrimeXBT are exclusive of any goods and services tax or any other applicable sales tax which shall be borne and separately charged to you.

6.12. Without prejudice to any right of set-off under the Terms of Use or Applicable

Law, you acknowledge and agree that PrimeXBT may set off all amounts of whatever nature, denominated in whatever Digital Asset or currency or otherwise and wherever arising which are due from you or, where appropriate, from the relevant entity for whom you are acting, or to you or, where appropriate, to the relevant entity for whom you are acting in respect of the Crypto Futures Trading Services and/or any other PrimeXBT Services provided to you through the Platform or otherwise. You acknowledge and agree that you or, where appropriate, the entity for whom you are acting, will not be entitled to exercise any right of set-off or counterclaim against amounts due to PrimeXBT.

## **7. Default and Termination**

7.1. A “**Default**” shall be deemed to occur if:

7.1.1. Your Margin Balance with respect to your Crypto Futures Account falls below the applicable Margin Requirements as prescribed by PrimeXBT in the applicable Crypto Futures Trading Rules;

7.1.2. Any representation, warranty, Terms of Use or undertaking made by you to PrimeXBT whether under or in connection with these Terms of Use, including without limitation the Crypto Futures Trading Rules, the Terms of Use, or otherwise, or any other material statement made by you in or in connection with the same is untrue, inaccurate, incomplete or misleading in any respect at the time when made by you or thereafter at any time becomes untrue, inaccurate, incomplete or misleading in any respect and you fail to inform PrimeXBT of the true position as soon as reasonably practicable;

7.1.3. You have failed to comply with or perform any of your obligations hereunder, whether in respect of your Crypto Futures Account, any Transaction or otherwise, or under the Crypto Futures Trading Rules and/or you have failed to comply with or perform any obligation under the Terms of Use or any other Terms of Use with PrimeXBT relating to services provided by PrimeXBT to you, including without limitation your failure to make, when due, any payment or delivery required to be made by you under these Terms of Use, the Terms of Use or otherwise;

7.1.4. You fail to promptly provide PrimeXBT with any documentation requested for the purposes of any a) “know your customer” checks, including, without limitation, documentation required for the purposes of verifying your identity, place of address, legal authority/capacity and client classification status and/or (b) credit checks, anti money laundering requirements or any other internal assessments conducted by PrimeXBT and/or PrimeXBT determines that you have failed to successfully pass or otherwise satisfy any “know your customer” checks, credit checks, anti money laundering requirements or any other internal assessments conducted by PrimeXBT;

7.1.5. In the event that you are an individual, you become deceased, bankrupt or commence action or have any action commenced against you, to place you into bankruptcy or personal insolvency or you are otherwise unable to pay your debts as and when they fall due;

7.1.6. In the event that you are acting on behalf of a partnership, any of the partners thereof shall become deceased, bankrupt or commence action or have any action commenced against them, to place them into bankruptcy or personal insolvency or are otherwise unable to pay their debts as and when they fall due or if any action is commenced to dissolve the partnership;

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

7.1.8. Any investigation, claim, action or proceeding of any nature is commenced against you, including without limitation investigation into suspected market abuse, manipulation or other criminal conduct, you have breached applicable laws or steps are taken by any person to enforce any security interest against you;

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

7.1.10. PrimeXBT has reasonable concerns in relation to your creditworthiness, financial status or verification of your identity, including, without limitation, any verification of your place of residence or place(s) from which you are accessing the Crypto Futures Trading Services;

7.1.11. PrimeXBT determines in its sole and absolute discretion that you have acted in an abusive manner to any representative of PrimeXBT;

7.1.12. Unless alternative arrangements have been made between you and PrimeXBT with reference to a specific absence by you, at any time PrimeXBT is not able to contact you within twenty-four (24) hours using reasonable means and contact points known to PrimeXBT;

7.1.13. PrimeXBT forms the view, in good faith, that it should take action to preserve its rights or interests under any PrimeXBT Account or Crypto Futures Account or under its relationship with you;

7.1.14. PrimeXBT reasonably believes that any of the circumstances set out under Clauses 7.1.1. to 7.1.13. above are likely to happen and PrimeXBT also reasonably believes that any action described in Clause 7.2 below is necessary, desirable or expedient to protect its interests or the interests of PrimeXBT's other clients; or

7.1.15. A credible allegation of fraud, misconduct, embezzlement, money laundering, insider Trading, market manipulation abuse or other material illegality, breach of regulation or impropriety is made against you, whether by PrimeXBT or a third party, or PrimeXBT otherwise reasonably believes that you have used the Crypto Futures Trading Services with improper intent, which PrimeXBT, acting in good faith and a commercially reasonable manner, believes could reasonably result in reputational harm to PrimeXBT, compromise the integrity of the markets maintained by PrimeXBT and/or result in losses being sustained by other Users.

7.1.16. Where PrimeXBT has reasonable grounds to believe that you have not acted in good faith including, but not limited to, where PrimeXBT determines that you have, willingly or not, abused its offerings. This includes, but it is not limited to,

instances where you hedge your exposure using multiple Accounts, whether under your profile or under another client's profile with whom you collude against PrimeXBT.

7.2. Without prejudice to any other right of PrimeXBT hereunder or otherwise at law, in the event of Default, PrimeXBT may but is not obliged to immediately or any time thereafter whilst the Default is continuing, do any one or more of the following without prior notice:

7.2.1. Suspend (indefinitely or otherwise) cancel or terminate any PrimeXBT Account, Crypto Futures Account, any services provided to you and/or PrimeXBT's broader relationship with you or prohibit you from opening any PrimeXBT Account and/or Crypto Futures Account and/or accelerate any and all of your liabilities to PrimeXBT, including any and all fees, interest, commission, and charges owed by you to PrimeXBT, so that they shall become immediately due and payable;

7.2.2. Liquidate, accelerate, and/or close out any outstanding Transaction, including any Transaction which has yet to be settled on the date on which PrimeXBT terminates such Transaction, by determining its value in good faith and in its absolute discretion as of the date of such liquidation, acceleration or close-out as soon as practicable thereafter;

7.2.3. At such times and manner as PrimeXBT may reasonably determine based on, but not limited to, market conditions and portfolio health, sell or otherwise transfer any Digital Assets or other property which PrimeXBT may hold for you or which has been transferred to PrimeXBT by you and apply the proceeds to the discharge of your obligations, subject to PrimeXBT's rights to set-off and net amounts owed as between you and PrimeXBT as set out under Clause 6.12 of these Terms of Use or otherwise under the Terms of Use or Applicable Laws;

7.2.4. Vary the applicable Margin Requirement and/or liquidate or exercise its power to sell the Margin or part thereof at a price which PrimeXBT deems appropriate in the circumstances;

7.2.5. Apply any amounts of whatsoever nature standing to your credit against any amounts which you owe PrimeXBT, of whatsoever nature and howsoever arising, including any contingent amounts, or generally to exercise PrimeXBT's rights of netting and set-off as set out under Clause 6.12 of this Terms of Use or otherwise under the Terms of Use or Applicable Laws;

7.2.6. Demand any shortfall after the application of Clause 7.2.5. above from you, or hold any excess pending full settlement of any other of your obligations, or pay any excess to you by way of any methods deemed appropriate by PrimeXBT;

7.2.7. Restrict your ability to withdraw any Digital Assets from any PrimeXBT Account;

7.2.8. Do or omit to do anything which PrimeXBT reasonably believes to be necessary, desirable or expedient to protect PrimeXBT or its other clients; and/or

7.2.9. Exercise such other authority and powers that may have been conferred upon PrimeXBT by these Terms of Use

7.3. Without prejudice to Clause 7.2, if PrimeXBT determines that the User is in Default under Clause 7.1.15. of these Terms of Use, PrimeXBT reserves the right, without liability to the User or any third party, to unwind or reverse any Transactions, freeze any or all amounts allocated to User's Crypto Futures Account, and/or deduct any amounts allocated to User's Crypto Futures Account that relate to or arise out of any Transactions entered into by the User in connection with any of the circumstances referred to in Clause 7.1.15.

7.4 To the extent permitted under Applicable Law, you will be responsible for the reasonable costs and expenses of collection of any unpaid deficiency in your Crypto Futures Account including, but not limited to, legal fees incurred and payable or paid by PrimeXBT and shall be responsible for any other reasonable costs and expenses incurred by PrimeXBT in exercising any of its rights under this Clause 7 pursuant to any Default.

## 8. Representations, Warranties, Terms of Use and Undertakings

8.1. You represent, warrant, agree and undertake that:

8.1.1. You have full capacity and authority and have obtained and will maintain and are in compliance with all necessary authorisations, consents, licenses or approvals, whether under Applicable Laws or otherwise required to:

- (i) accept and agree to the terms of these Terms of Use,
- (ii) receive the Crypto Futures Trading Services,
- (iii) to enter into Transactions,
- (iv) to open, maintain and/or continue to maintain a Crypto Futures Account with PrimeXBT,
- (v) to transfer Margin to PrimeXBT and
- (vi) to issue Orders to PrimeXBT in connection therewith;

8.1.2. You have made your own independent decisions to accept the terms of these Terms of Use, open and maintain a Crypto Futures Account(s), to receive the Crypto Futures Trading Services and to enter into Transactions from time to time and as to whether the Crypto Futures Trading Services and Transactions are suitable or appropriate for you or the entity for whom you are acting based on your own judgment and advice from advisers as you deem necessary. You are not relying on any communication, whether written or oral, from PrimeXBT as investment advice or as a recommendation to enter into any Transaction or as an assurance or guarantee of any expected results of a Transaction;

8.1.3. You have read and understood the Crypto Futures Trading Rules and accept the conditions and limitations for each and every service available to you in connection with the Crypto Futures Trading Services. In particular, you understand that the level of services available to you will vary depending on whether you are transacting or intend to transact on the basis of “cross margin mode” or “isolated margin mode”;

8.1.4. You are not an employee of any governmental or self-regulatory organization in any jurisdiction, including any exchange or a member firm thereof, or engaged in the business of dealing, either as agent or principal, that prohibits

you from establishing a relationship with PrimeXBT, in dealing in any of the Digital Assets traded in connection with your Crypto Futures Account, and you shall promptly notify PrimeXBT if you become so employed;

8.1.5. You do not reside in the restricted countries and territories as per set out in T&Cs and Restricted Jurisdictions, or in any other jurisdictions in which PrimeXBT has restricted the offering of the services provided under this Terms of Use.

8.1.6. Unless you specifically notify PrimeXBT and PrimeXBT agrees, no person other than you has an interest in your Crypto Futures Account;

8.1.7. Except with the express written consent of PrimeXBT, and except for any security or encumbrance created hereunder, no person has or will have any security or other encumbrance over your Crypto Futures Account and/or any Digital Asset held in your Crypto Futures Account;

8.1.8. Any Order placed or any other dealings with respect to your Crypto Futures Account is solely and exclusively based on your own judgement and after your own independent appraisal and investigation into the risk associated with such Orders and your own independent determination of the Order being specifically suitable for you based on your own assessment of your financial resources, ability and willingness to take relevant risks and financial objectives;

8.1.9. PrimeXBT shall not be under any duty or obligation to inquire into the purpose or propriety of any Order and shall be under no obligation to accept or execute any Order;

8.1.10. Any person(s) empowered to act on your behalf have been duly authorized;

8.1.11. You have complied and shall comply with all Applicable Laws in all jurisdictions relevant to your Crypto Futures Account, any Transaction or other service or facility provided or made available by PrimeXBT to you;

8.1.12. All information and/or documents provided by you or on your behalf to

PrimeXBT in connection with the services contemplated under these Terms of Use are true, accurate, complete and not misleading in any and all respects, and nothing has been concealed from PrimeXBT which may have a material bearing on PrimeXBT's decision to provide or continue to provide any of the services under these Terms of Use;

and

8.1.13. You shall not knowingly or recklessly permit the use of PrimeXBT's services, facilities or membership in a manner which is in the opinion of PrimeXBT liable to bring PrimeXBT into disrepute, impair the dignity or degrade the good name of any of the foregoing. You shall not knowingly or recklessly create or maintain or exacerbate manipulations or attempted manipulations, corners or attempted corners or violations of any Applicable Laws or arrangements, provisions or directions made or given thereunder, or otherwise act in a manner substantially detrimental to the interests or welfare of PrimeXBT or any of its other users.

8.2. The above representations, warranties, Terms of Use and undertakings shall be deemed repeated whenever you give Orders to PrimeXBT, enter into any Transactions or establish a Crypto Futures Account with PrimeXBT.

## **9. General Indemnity**

9.1. In addition, and without prejudice to any other right or remedy of PrimeXBT under Applicable Laws, the Terms of Use or otherwise but without duplication, you shall at all times indemnify, keep indemnified, and hold PrimeXBT harmless from and against any and all Loss suffered or incurred by PrimeXBT which arises, whether directly or indirectly, out of, in the course of or in connection with:

9.1.1. Any Default or any failure by you to comply with any provision of these Terms of Use or Applicable Laws;

9.1.2. PrimeXBT acting in accordance with your Orders or in any manner permitted under these Terms of Use and/or the Terms of Use;

9.1.3. Any changes in any Applicable Laws that impact the provision of the Crypto Futures Trading Services to you or use thereof; and/or

9.1.4. Any act or thing done or caused to be done by PrimeXBT in connection with or referable to these Terms of Use, the Terms of Use or your Crypto Futures Account.

9.2. You shall further indemnify, keep indemnified and hold harmless PrimeXBT for any and all expenses, costs and legal fees, on a full indemnity basis, incurred, including but not limited to expenses, costs and legal fees incurred for producing records, and information, or payment made, whether such payment is or was or is to be made in settlement of any proceedings or in connection with any ruling, judgement, order or award, by any of them in connection with any investigations or proceedings, whether legal, regulatory, arbitration or other proceedings, brought against it in connection with Clauses 9.1.1. to 9.1.4. above. You shall provide any and all reasonable assistance to PrimeXBT in connection with such investigations or proceedings.

## **10. General Exclusion**

10.1. Crypto Futures Trading is not suitable for everyone. You should examine your investment objectives, financial resources and risk tolerance to determine whether borrowing against your assets held with PrimeXBT is appropriate for you. You acknowledge that Crypto Futures Trading with respect to Digital Assets is a highly speculative activity involving highly leveraged and rapidly fluctuating markets. You further understand and accept the significant risks associated with the use of Margin and leverage and have determined that the use of Margin and/or leverage is consistent with your investment objectives. Despite such risks, you acknowledge, understand and agree that you are willing and able to assume the financial risks and other hazards of Crypto Futures Trading with respect to Digital Assets and agree that you will in no manner hold PrimeXBT responsible for Losses incurred by you under or in connection with this Terms of Use or otherwise. You acknowledge that Trading in Crypto Futures involves the potential for profit as well as the risk of losing substantially more than your

initial deposit. You do not own or have any rights to the underlying instruments – which includes Digital Assets and any rewards or yields generated from them.

10.2. In addition and without prejudice to any other right or remedy which PrimeXBT may have under these Terms of Use, the T&Cs, Applicable Laws or otherwise, so long as PrimeXBT acts in good faith, it shall not be liable to you in any respect for any Loss suffered by you, including, without limitation, any Loss resulting from default, insolvency or analogous proceedings of, or action or inaction by any intermediary, including wrongful or unlawful action or inaction, or howsoever otherwise suffered and/or incurred by you under or in connection with these Terms of Use and/or the T&Cs. PrimeXBT shall only be liable to you if PrimeXBT is proven to have been fraudulent or to have acted in wilful default.

10.3. Without prejudice to the generality of the foregoing, PrimeXBT shall not in any event be liable to you for any indirect or consequential Loss, or for any anticipated profits or punitive damages.

## **11. Applicable Laws**

Your relationship with PrimeXBT, the operation of your Crypto Futures Account, the provision of the Crypto Futures Trading Services and the implementation of any transaction shall be always subject to the Applicable Laws. PrimeXBT may take or refrain from taking any action whatsoever, and you shall comply with, and shall do all things required by PrimeXBT to procure or ensure compliance with, Applicable Laws. You agree that PrimeXBT shall not be liable to you as a result of any action taken by PrimeXBT to comply with Applicable Laws.

## **12. Technology Disclaimer**

12.1. For the purpose of the Crypto Futures Trading Services, PrimeXBT may offer or make available for your access and use the Platform. Accordingly, PrimeXBT grants you a revocable, non-exclusive, non-transferable right to access and use the Platform for the purposes of receiving the Crypto Futures Trading Services in accordance with

these Terms of Use. PrimeXBT may limit, revoke or vary such license and/or change, suspend, terminate, restrict or discontinue the Platform, or any part of thereof, or any services, information, features or functions accessible by means of the Platform or your access to the Platform for any reason at any time without notice or liability.

12.2. You acknowledge and agree that access and use of the Platform is provided on an “as is” and “as available” basis and PrimeXBT makes no representation or warranty of any kind, express or implied, with respect to the functionality, operation, content or otherwise of the Platform and does not represent or warrant that the Platform or any part thereof is free from defect, failure or interruption or that they are fit for your purposes or any particular purpose and, without prejudice to the foregoing, PrimeXBT shall not in any event be liable for any system error, faults or failure of the Platform whatsoever and howsoever arising or caused other than by fraud or wilful default of PrimeXBT.

12.3. To the extent that you may use third party technology, web applications, application programme interfaces, software, software code, programmes, protocols and/or other third party resources (“**Third Party Applications**”) whether independently identified and selected, sourced or used by you, made available via PrimeXBT or otherwise, to provide connectivity to the Platform to place Orders, enter into and/or settle Transactions, or otherwise engage in the Crypto Futures Trading Services, you acknowledge and accept that you are solely responsible for and will bear all risks associated with the use of any Third Party Applications, including any risks that such Third Party Applications may not be compatible with or function appropriately with the Platform. Any links to Third Party Applications to or from the Platform do not imply endorsement by PrimeXBT of any product, service, information or disclaimer presented on or made available through such Third-Party Applications, nor does PrimeXBT guarantee the accuracy of the information presented on or provided through such Third-Party Applications. You shall be solely responsible for your decision to use any Third-Party Application and should ensure that any such use is suitable for you in light of your investment objectives. If you suffer any loss in connection with your use of any Third-Party Application, PrimeXBT will not be liable for such loss. In addition, since PrimeXBT has no control over the terms of use or privacy policies related to any Third-Party Application, you should ensure to read and understand such terms and policies carefully before using such Third-Party Application.

12.4. PrimeXBT disclaims and excludes unless expressly prohibited by Applicable Laws, all terms and conditions and warranties implied by statute or common law in relation to the Platform including, but not limited to, merchantability, satisfactory quality, suitability or fitness for any particular purpose. Technical difficulties may be encountered in connection with the Platform. Such difficulties may include, but not be limited to, malfunctions, failures, delays, hardware damages or software erosion. Such difficulties could be the result of hardware, software or communication link inadequacies or any other cause and such difficulties could lead to possible economic and/or data loss. In the absence of fraud or wilful default, in no event will PrimeXBT, any of its related companies or affiliates or any of their respective officers, employees, agents, representatives or contractors be liable for any loss, cost, claim, demand, expense or damage including, without limitation, loss of profit, loss of revenue, loss of opportunity, consequential, unforeseeable, special or indirect damages or expenses which arise directly or indirectly as a result of accessing or using the Platform, even if PrimeXBT had been advised of the possibility of the same arising or that the same were reasonably foreseeable.

12.5. You acknowledge that the Platform consists of certain Trading systems, platforms and/or related software and technology (the “**Trading Systems**”) which enable, assist and/or facilitate you to place Orders, enter into and/or settle Transactions. These Trading Systems may be proprietary to PrimeXBT or may be licensed by PrimeXBT from third party licensors (the “**Third Party Licensors**”) for access and/or use by you. In addition to the terms of these Terms of Use, you agree and undertake to comply with any and all terms and conditions as PrimeXBT and/or such Third-Party Licensors may from time to time prescribe or stipulate to be applicable to their provision and/or your access and/or use of such Trading Systems.

12.6. You acknowledge that PrimeXBT may use or provide technology and/or electronic services or make available technology and/or electronic services provided by third parties, for your use in connection with the Crypto Futures Trading Services and any Order placed or Transaction made by you with PrimeXBT. Such technology and electronic services may include, but are not limited to, Trading technology, web applications, application programme interfaces, software, software code, programmes, protocols and displays (collectively, the “**Technology**”) for Trading, analysing trades and

markets, constructing automated Trading systems and/or to assist or facilitate the provision, availability or connectivity of Platform provided or made available by PrimeXBT to you for access or use. You acknowledge and agree that none of PrimeXBT, any Third Party Licensors and any other third-party Technology providers shall be responsible for the operation or performance of any automated Trading system developed with Technology or for any errors, malfunctions or breakdown of, or inability to access, any Technology or Platform or for any delays or interruptions in transmission of orders due to breakdown, excessive call volume or failure of transmission or communication equipment on the internet or otherwise, including, but not limited to, communications problems, computer software or hardware breakdowns, malfunctioning errors, any and all problems or glitches associated with computer problems or any other technical cause or causes.

12.7. You acknowledges that certain databases, programmes, protocols, displays and manuals which may form part of the Technology (the “Proprietary Information”) are proprietary and unique to PrimeXBT, Third-Party Licensors or third-party Technology providers, as to which copyright, patent, or other proprietary rights may be held by PrimeXBT, such Third-Party Licensors, third-party Technology providers or third-parties from whom such Third-Party Licensors or third-party Technology providers have licensed or otherwise acquired such rights. You agree to take or cause to be taken any and all necessary precautions to maintain the confidentiality of such Proprietary Information, to comply with all copyright, trademark, trade secret, patent and other laws necessary to protect all rights in the Proprietary Information as advised by PrimeXBT and agree not to remove, conceal or obliterate any copyright or other proprietary notice, which may include references to PrimeXBT, such Third-Party Licensors or such other third parties’ ownership, as included in the Technology.

12.8. You acknowledge, accept and agree that PrimeXBT, any Third-Party Licensors or any other third-party Technology providers and their respective directors, officers, employees, agents, contractors and/or subcontractors shall not be held liable for any Loss, damage, cost or expense, including the loss of data, suffered or incurred by you as a result, arising out of or in connection with any errors, malfunctions, breakdowns, inability to access, faults, interruptions or delays in the Technology, or Platform or out of any inaccuracies, errors or omissions in the information contained in the Technology or Trading Systems as supplied to, or made available for access and use by, you,

provided however that this limitation does not apply to any loss, cost or damage suffered or incurred by you caused by fraud or wilful default of PrimeXBT in the performance of its duties imposed by this Terms of Use or applicable law. Each of PrimeXBT, such Third-Party Licensors and such third-party Technology providers makes no warranties, conditions, guarantees or representations as to satisfactory quality, fitness for a particular purpose or other warranties, conditions, guarantees or representations, whether express or implied, in law or in fact, oral or in writing, except as expressly stated in the terms of these Terms of Use. Under no circumstances shall PrimeXBT, such Third-Party Licensors and/or such third-party Technology providers be liable for any loss, damage, cost or expense of any nature whatsoever incurred or suffered by you of an indirect, incidental, special or consequential nature, including without limitation any economic loss or other loss of turnover, profits, business or goodwill, arising from or in connection with the provision of, or the availability to you of, any Technology or Platform.

12.9. Without prejudice to the generality of the foregoing, you agree not to bring any legal action, whether in tort, contract or otherwise, against PrimeXBT, any Third-Party Licensors or any other third-party Technology providers alleging damages for, the failure by PrimeXBT to perform or otherwise settle a Transaction entered by you using Technology.

12.10. Use of the Platform may require compatible hardware or devices, internet access and web browser that includes encryption. The performance of the Platform may be affected by the performance of these factors. It is not recommended to access the Platform for the purposes of Crypto Futures Trading with a touchscreen device on a web browser. You agree that meeting these requirements is your responsibility. PrimeXBT shall not be liable for any losses resulting directly or indirectly from the incompatible hardware or devices, personal network congestion, network delay, poor network environment and outdated software versions. PrimeXBT reserves the right to limit the number of Crypto Futures Accounts that may be created from a device and the number of devices associated with a Crypto Futures Account.

## **13. Miscellaneous**

13.1. Notwithstanding any contrary provision in the Terms of Use, if User has a complaint with respect to the Crypto Futures Trading Services, the User should initially contact the PrimeXBT customer service team via an email at [complaints@primexbt.com](mailto:complaints@primexbt.com), with the details of the relevant complaint. Upon receipt of a User Complaint, PrimeXBT will endeavour to investigate the complaint as soon as possible. In order to facilitate PrimeXBT in investigating and responding to any complaint relating to the Crypto Futures Trading Services, User shall ensure to provide as much detail as possible, including any supporting documentation. Any response from PrimeXBT made to a complaint raised in accordance with this clause will be made to the email address associated with the User's Crypto Futures Account.

13.2. You acknowledge and agree that if PrimeXBT determines that you have not undertaken any activity with respect to your Crypto Futures Account for a period of 30 calendar days or more, your Crypto Futures Account shall be considered dormant and PrimeXBT shall have the right to close your Crypto Futures Account on notice to you, which shall include email. If a dormant Crypto Futures Account is closed, it cannot be reactivated, and you will need to open a new Crypto Futures Account if you wish to continue to access and use the Crypto Futures Trading Services. Further, if your Crypto Futures Account is closed, whether due to such account being considered dormant pursuant to this clause or otherwise in accordance with the terms of this Terms of Use or the T&Cs, you acknowledge and agree as follows:

13.2.1. You shall no longer be entitled to access or use the Crypto Futures Trading Services;

13.2.2. You expressly authorise PrimeXBT to deduct any outstanding amounts owed to PrimeXBT, including without limitation any applicable Trading Fees, Funding Fees and other amounts; and

13.2.3. After the satisfaction of any amounts due to PrimeXBT, if any amounts remain to the credit of your Crypto Futures Account, such amounts will be credited to the balance of the account you hold with PrimeXBT for other Trading

purposes in Digital Assets and withdrawals of such amounts shall be subject to the T&Cs.

13.3. These Terms of Use may, at PrimeXBT's sole and absolute discretion, be translated into a language other than the English language. You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

13.4. PrimeXBT reserves the right to alter, revise, modify, and/or amend this Terms of Use at any time in its discretion. Any such amendments will be published on the Platform with immediate effect. It is your responsibility to regularly check and confirm the latest version of these Terms of Use. Your continued access and use of the Platform and the Crypto Futures Trading Services following any amendments to these Terms of Use shall indicate your acceptance of such amendments. If you do not agree to any such amendments, you should terminate your usage of Crypto Futures Trading Services and cancel your Crypto Futures Account.