General Terms & Conditions
For the Provision of services by Bybit EU

12 June 2026

1. Introduction to this General Terms

1.1 General. These general terms and conditions ("**General Terms**") apply to the entire contractual relationship between Bybit EU GmbH ("**Bybit EU**", "**Company**", "**we**", "**us**" or "**our**") and its clients ("**User**", "**you**" or "**your**"). The General Terms govern the use of Bybit EU's electronic platform, including any website or mobile application for accessing the platform, and any services provided through the platform (collectively, the "**Platform**").

In certain cases, additional terms may be applicable to you in addition to the ones set out in these General Terms. These additional terms will be set out in service specific terms. In case of a conflict between the General Terms and any service specific terms, the service specific terms shall prevail.

1.2 Competent authority. The national competent authority in charge of supervision of the services regulated in these General Terms is the Austrian Financial Markets Authority (*ÖsterreichischeFinanzmarktaufsicht*).

1.3 Language. The General Terms, service specific terms and all related documentation are made and published in various languages. In case of a dispute or any discrepancies, the German language version of the documents shall prevail.

Non-German versions may include certain German terms enclosed in brackets and written in italics. These are legal terms under Austrian law and shall have the meaning given to them under Austrian law.

1.4 Bybit EU only provides the services explicitly stated in these General Terms and service specific terms. In particular, Bybit EU is neither the operator of a trading platform for Crypto-Assets nor provides investment advice.

2. Definitions

2.1 Definitions. To avoid repetition and to ensure consistency, definitions are used throughout the General Terms and all service specific terms. The meaning associated with each definition used in the General Terms is as follows:

Definition	**Meaning**
Account	means the user account you create by signing up on the Platform.
AML/CFT	means anti-money laundering, combating the financing of terrorism and sanctions compliance.
Bybit EU, Company, we, us, our	means Bybit EU GmbH, with its corporate seat in Vienna, registered with the commercial register of the commercial court Vienna under FN 636180i.
Collateral	means all assets and rights of any kind of the User, held by or coming into the possession of the Company with the User's consent to secure all claims of the Company against the User.
Crypto-Asset	means a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology (as

Definition	Meaning
	defined in Art 3 para 1 no 5 MiCAR).
EEA	means European Economic Area.
EU Travel Rule	means Regulation (EU) 2023/1113 on information accompanying transfers of funds and certain Crypto-Assets.
Exit Tax Feature	means the functionality for calculation and withholding process for exit tax events.
Fork	means a situation in which a blockchain splits into two separate chains temporarily or permanently.
General Terms	means this document and Annexes.
MiCAR	means the Regulation (EU) 2023/1114 on Markets in Crypto-Assets.
New Assets	means units of Crypto-Asset that were acquired or received by you after 28 February 2021.
Old Assets	means units of Crypto-Asset that were acquired or received by you until 28 February 2021.
Platform	means the platform operated by Bybit EU, including any website or mobile application for accessing the platform, which enables users to exchange or invest in Crypto-Assets.
Reward-Generating Products	means products or services offered by Bybit EU under which you provide a loan in Crypto-Assets to us and receive Crypto-Assets as consideration or reward (such as the

Definition	Meaning
	service Bybit Rewards under the Bybit Rewards Agreement, which you can find HERE.
Supported Currency	means a currencies listed in Annex II (*Supported Currencies*).
Tax Engine	means the functionality for calculating and deducting withholding tax for Austrian tax residents.
User, you, yours	means any person that has registered and verified an Account.
VIP User	Means a User who qualifies for VIP status upon meeting (and maintaining) a certain trading volume and other parameters as detailed HERE.
Wallet	means any of the digital wallets that are provided and assigned to your Account.

3. Amendments of the General Terms

3.1 Notification and Consent for Changes to the General Terms and the Service Specific Terms

Whenever we intend to implement a change, we will notify you on paper or on another durable medium about the proposed amendments.

Changes to these General Terms and the service specific terms will become effective upon the earlier of (i) your express acceptance of the amended General Terms (or service specific terms) or (ii) two months after the notification of the changes, unless you have objected to these changes.

3.2 Objecting to a change / termination of the contractual relationship

Whenever we notify you of any changes, we will also inform you, that (i) if you do not object in text form or on the Platform within the two months' time frame before the changes come into effect, you will be deemed to have consented to the changes, and that (ii) you have the right to terminate the entire or parts of your contractual relationship that relate to the change without any notice period until the changes take effect. You will still have access to your Account during this period.

3.3 Exceptions for Changes to Services and Fees

The preceding paragraphs do not apply to restrictions to the services of the Company and to the User's fees for existing products.

For the avoidance of doubt, if we introduce a new product or service that does not change our current General Terms and service specific terms, we may implement it immediately. We will inform you before you start using it.

4. Registering your Account

4.1 Registration process. In order to use the services on the Platform, you must sign up and create a user account ("**Account**") on the Platform.

4.2 Document requirements. In order to be able to create an Account, you need either:

4.2.1 an official passport; or

4.2.2 an official ID issued by a country of the European Economic Area ("**EEA**"); or

4.2.3 official residence permit issued by a country of the EEA, in each case which is valid, issued by a governmental agency and matches the name provided when registering the Account. In order to be able to create an Account, you may also be requested by the Company to provide documents to verify your address.

4.3 User Restrictions. You may not register an Account or use the Platform

4.3.1 if you are not a natural person acting in your own name;

4.3.2 if you intend to use the Platform for any business purposes;

4.3.3 if you are (i) younger than 18 years or (ii) do not meet the minimum age as is required under the laws applicable to you to become a User of Bybit EU and/or use the Platform;

4.3.4 if you do not have the legal capacity to contract under the applicable laws governing you;

4.3.5 if you have your habitual residency located outside the EEA;

4.3.6 if you qualify as US-reportable account according to the Foreign Account Tax Compliance Act (FATCA), including US citizens, US residents, Greencard holders or persons with dual citizenship with the US;

4.3.7 if you have citizenship of a country listed HERE;

4.3.8 if you have citizenship of a country or territory or are subject to economic sanctions imposed by the United Nations, the European Union, a country in the EEA, or the United States of America; or

4.3.9 Bybit EU has previously terminated your Account for cause (*außerordentliche Kündigung*).

Bybit EU may at any time decide to restrict or suspend registration on the Platform by certain persons, residents or citizens of certain jurisdictions.

4.4 Verification of identity. You may only use the Platform after you have successfully completed the user verification and onboarding process and have accepted these General Terms and the Privacy Notice.

4.5 Up-to-date and complete information. You must provide documents and information provided during the registration and user verification process that is/are up-to-date, correct, and complete and you must not withhold any information that could potentially influence the user verification process or trigger any further due diligence. You must update this information or documents whenever it changes.

4.6 Term. Your contractual relationship with the Company starts when we accept you as a user and will run for an indefinite period.

4.7 One Account. Unless required or requested by Bybit EU, you shall only have one Account, meaning you can only onboard once. If you have multiple Accounts, Bybit EU reserves the right to suspend all your Accounts but one, and, where applicable, transfer, at your cost any assets deposited on your additional account(s) to your remaining Account.

4.8 Sub-Account. Within your Account you may open and maintain sub-accounts. Sub-accounts are displayed for visualization purposes only and are not separated on-chain. Sub-Accounts are designed for specific purposes, such as exchanging Crypto-Assets, maintenance of collateral, or other specific, product related functions.

4.9 No Account sharing or assigning. Subject to applicable law or otherwise with the express written consent of Bybit EU, you may not assign or share your Account or any rights thereunder to any other person or use the Account of another person. This limitation does not apply to (i) monetary claims against Bybit EU, (ii) any claims where Bybit EU has no protection-worthy interest to prohibit the assignment; or (iii) claims where your legitimate interests in the transfer outweigh the interests of Bybit EU to prohibit the assignment.

4.10VIP Status. Certain Users may qualify for VIP status upon meeting (and maintaining) a certain trading volume and other parameters (such users referred to as "**VIP Users**"), the details and qualification criteria of which can be found HERE. The exact VIP fee discounts are set out HERE. If a User no longer meets the qualification criteria for their current VIP tier, a 14-day VIP status protection period will commence. During this 14-day protection period, the User's VIP level and corresponding VIP fee discounts will remain unchanged before any downgrade takes effect. Bybit EU reserves the right to amend, suspend, or terminate the VIP program at its discretion; however, in the event of any material changes or the termination of the program, Bybit EU will provide affected Users with reasonable advance notice. Notwithstanding any fee discounts, rebates, gifts or similar promotional benefits associated with the VIP programme, VIP Users are treated equally to all other Users concerning order execution, the safeguarding of assets, security protocols, and access to general platform features.

5. Funds / payment account

5.1 Bybit EU does not operate any bank accounts, payment accounts, or comparable accounts for Users. However, Users may deposit funds intended for use on the Platform to a designated payment account held in the name of Bybit EU.

5.2 Bybit EU will, by the end of the business day following the day on which Users' funds were received, place these funds (where applicable, after conversion into Euro pursuant to Section 5.8) with a licensed credit institution within the EEA for safeguarding. The account at the credit institution is separately identifiable from any accounts used to hold funds belonging to Bybit EU. Safeguarding will be effected only in the currencies listed in Annex II (*Supported Currencies)* (each such currency a "**Supported Currency**").

5.3 Any withdrawal request for funds that the User submits on the Platform, is deemed an instruction to the credit institution to pay out the selected amount of funds in accordance with the withdrawal method chosen by the User.

5.4 One payment account. You need to link your Account with your payment account or payment method. Your payment account or payment method may only be linked to one Account.

5.5 Matching names. The name of the holder of a payment account or payment method must match the associated name of your Account.

5.6 EEA payment account. Only payments from a payment account within the EEA are permitted to be credited to your Account.

5.7 Limits. Certain daily, weekly and monthly limits may be applicable to fiat deposits and withdrawals, depending on your status. Please find the details HERE.

5.8 Conversion of Unsupported Currencies. If a User deposits funds for use on the Platform in a currency which is not a Supported Currency, such funds will be converted to Euro by the used payment services provider upon receipt by Bybit EU at the market conversion rate applicable on such date. Likewise, if a User requests withdrawals in a currency which is not a Supported Currency, the withdrawal amount will be converted from Euro to the requested currency by the payment services provider at the market conversion rate applicable on the date of processing The User acknowledges that exchange rates may fluctuate between the time of deposit and withdrawal, which may result in a difference between the deposited and withdrawn amounts. Bybit EU is not responsible for any gains or losses arising from such exchange rate fluctuations.

6. License

6.1 Right to use. In accordance with and subject to your compliance with all provisions of these General Terms and service specific terms, Bybit EU grants you a free-of-charge, limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the functions of the Platform.

6.2 License scope. The license granted under this Section solely encompasses the right to use the Platform and the products and services for your personal use.

6.3 Reservation of rights. The Platform and any products of Bybit EU are licensed to you and not sold. Except as expressly provided herein, no other right or license is granted by us (in particular, concerning our source code of the software) and all rights not expressly granted hereunder are reserved to us (or our licensors).

7. Account Security & Protection Measures

7.1 You must keep your Account credentials confidential. You must take all necessary and reasonable measures to protect and secure your Account credentials and must not grant any third party access to or control over your Account. We recommend creating a strong password for your Account that you do not use anywhere else, never allow remote access or share your screen with someone else while you are logged in to your Account.

We strongly recommend to regularly monitor your Account history to detect and promptly report any unauthorised or unusual activities. A security breach could potentially lead to third parties gaining unauthorised entry to your Account, which might result in loss or theft of Crypto-Assets, funds in your Account or any linked accounts, such as bank account(s) and/or credit card(s).

7.2 What happens after a breach. If you become aware of or believe there has been any breach of security associated with your use of the Platform, you shall immediately notify Bybit EU and you shall provide any information and support requested, to the extent reasonable. It is imperative that you adhere to the following procedures:

(A) You shall immediately inform Bybit EU of the suspected security breach using the Livechat or the following LINK. Additionally, you are required to continuously supply accurate and current information throughout the duration of the security breach.

(B) You are required to modify your password if you suspect that your security information is known to an unauthorised party.

(C) You shall undertake any further measures that we might reasonably request to mitigate, manage or report the security breach.

(D) Bybit EU may request any information or documents that we deem relevant or necessary related to the suspected security breach.

(E) You may be asked to temporarily suspend the use of your Account and undergo re-verification before access is restored.

7.3 Authentication systems. In order to access the Account, Users are required to authenticate by providing their email address and password.

7.4 No access from unauthorised applications. You shall not access the Platform through any non-official or unauthorised third-parties, applications, websites or interfaces. You are solely responsible for any security risks and consequences resulting from such access. We encourage you to report any unauthorised or suspicious clients, applications, or websites purporting to be associated with us directly through our official support channels.

7.5 Should Bybit EU's internal security systems detect any suspicious or fraudulent behaviour or other security threats to the User, Bybit EU will inform the User thereof via email. Users have the ability to request from Bybit EU the deactivation of their Account which would not allow the User to log into the Account, unable you to initiate any transactions and unable you to make any transfers. Bybit EU will have automated procedures in place to immediately act on such User's requests. Please refer to THIS PAGE for information and instructions on how to support Users with a deactivated account.

7.6 Risk identification and minimization. Bybit EU uses ongoing monitoring layers as well as regular compliance reviews and account reconciliation and conducts regular automated and manual system reviews and account reconciliation tests. Account reconciliation tests require the (ongoing) comparison of the on-chain wallets with Bybit EUs internal register of positions, the so-called Off-Chain Information Ledger, thereby closely monitoring any potential misalignments.

7.7 Cybersecurity and digital infrastructure. Bybit EU's cybersecurity framework is designed to protect its digital infrastructure from cyber threats. Bybit EU uses multi-layered cybersecurity protocols and systems to minimise the risk of loss of Crypto-Assets. Threat detection systems are deployed to monitor suspicious activity.

7.8 Risk monitoring. Bybit EU uses dedicated IT and process monitoring systems to identify the materialization of risks or threats. These monitoring systems trigger automated alarms with Bybit EU should they identify any potential or already materialized risks.

7.9 External monitoring systems. Bybit EU uses external third party providers for technical aspects of monitoring unhosted wallet verification according to Regulation

(EU) 2023/1113 on information accompanying transfers of funds and certain Crypto-Assets ("**EU Travel Rule**").

7.10 SARs reporting. Bybit EU adheres to strict reporting obligations under the EU Travel Rule. Suspicious activity reports are filed in line with Bybit EU internal reporting procedure for any transactions flagged as suspicious.

7.11 (Cloud-)server infrastructure. Bybit EU's IT operations are based on redundant (cloud-)server infrastructure. This helps to minimize the impact of the IT-infrastructure and operation unavailability.

7.12 Security incident response. Bybit EU has established a comprehensive security incident response plan to address potential security breaches and other incidents swiftly and effectively. Bybit EU regularly tests these plans.

7.13 User notification mechanism. Users will be notified as soon as reasonably possible in the event of a security incident that affects their Crypto-Assets or in the event of suspected or actual fraud or security threats via its designated communication platform, unless such notification is prohibited by mandatory legal obligations, such as AML/CFT laws and regulations.

7.14 Access control. Access control security comprises of inter alia role-based access control, segregation of duty, restriction of private keys and multi-signature requirements. In addition, Bybit EU uses further security measures like access backups, address restrictions, access monitoring and regular reviews.

7.15 Audits. Regular audits and **asset** balance reconciliations are conducted to confirm the accuracy of all records on your Crypto-Assets within the Platform.

7.16 Risk-based audit plan. An annual risk-based internal audit plan is set-up to find the most significant risks in a timely manner. The plan will be reviewed on a quarterly basis, addressing emerging risks and changes in the operational landscape.

8. Communication & Authentication

8.1 Authentication systems. In order to access the Account, Users are required to authenticate themselves. Users can, at their own discretion, activate additional safeguards to protect their Account and their Crypto-Assets. Bybit EU provides several technical means to increase the Account security through additional verification layers. We strongly encourage you to use these safeguards for your own security.

8.2 Mandatory additional safeguards. Bybit EU reserves the right to request additional safeguards from you to protect your Account as far as legally required.

8.3 Instruction from the User. Any instruction, action, transaction, or request carried out using the Account, shall be deemed to have been made by the User, unless the misuse was caused intentionally (*vorsätzlich*) or by gross negligence (*grob fahrlässig*) by Bybit EU.

8.4 Information published on the Platform will be permanently available to the User, bearing in mind potential technical downtimes of the Platform. All other information relevant to the User will be provided to the User by (pop-up) notifications on the Platform or on a durable medium at the time it first arises or becomes relevant to the User.

8.5 The Company will inform the User without any unnecessary delay, if it becomes aware of or suspects any illicit behaviour or risks of fraud that pose a security risk to the User or the User's Crypto-Assets.

8.6 Communication channel. The Company uses different communication channels to provide Users with information. Users can primarily access all required information through the Platform at all times. Where required by law, the Company additionally provides Users with information on durable mediums (e.g. via email).

8.7 Customer support. In case of questions, Users can submit requests to the customer support via the Livechat on the Platform or via the HELPCENTER.

9. Obligations during your use of the Platform

9.1 During your ongoing use of the Platform, you must comply with the following obligations:

9.1.1 Name / address / contact data / citizenship. You must keep all information in your Account up to date and accurate and you will notify Bybit EU without undue delay via the Platform of any change to such information (such as name, email address, telephone number, citizenship, postal address or habitual residency (*Hauptwohnsitz*)).

If you do not notify Bybit EU about changes to your email or postal address, any notices we send to you will continue to be sent to the email or postal address provided in your Account and these shall be deemed properly delivered to and received by you if Bybit EU was neither (i) aware of any changes to your email or postal address; nor (ii) unaware of such an amendment due to gross negligence.

9.1.2 Acting for own account. You will only act in your own name and for your own account and create and use an Account only for yourself. Unless otherwise agreed with Bybit EU, you will not act as an intermediary, broker, or trustee of any kind for any person (including shared legal or beneficial ownership of the Account or any Crypto-Asset deposited within your Account) or allow access of any kind to the Account to any person other than yourself.

9.1.3 You shall promptly provide any information or documentation requested by Bybit EU or other regulated financial institutions (such as payment services provider, e-money institutions, investment firms) associated with your use of the Platform and you shall not provide any false, incorrect, incomplete, and/or misleading information or documentation to Bybit EU or other regulated financial institutions associated with your use of the Platform or otherwise attempt to deceive or mislead Bybit EU or other regulated financial institutions associated with your use of the Platform.

9.1.4 Origin of funds. Upon request by Bybit EU, you shall provide reasonable data or information, like bank statements or contracts, to prove the origin of your funds reasonably requested. It is not allowed to conceal the true origin of your funds by giving incorrect, incomplete, outdated, or misleading information to Bybit EU or another regulated financial institution associated with your use of the Platform.

9.1.5 How to make a complaint and general enquiries. Complaints and general enquiries about our services can be made to the Customer Support Team. You can issue a formal complaint by using the standard template for complaints, which can be found HERE or pose a general enquiry via the live chat function on the Platform. More information on how to make a complaint can be found HERE.

9.1.6 Loss of legal capacity. You will notify Bybit EU without undue delay about any loss or restriction of your legal capacity to enter into binding agreements, as far as this is possible and reasonable.

9.1.7 In the event that a User changes their residency to a jurisdiction in which a specific product or service is not offered, the User must terminate such product or service prior to such change of residency.

9.2 Prohibited activities

9.2.1 No illegal activities. You shall not use the Platform for any activity prohibited by any law applicable to you or to Bybit EU, including criminal, administrative or tax laws. This also includes any sort of interaction with the dark web, fraud cases, sanctioned entities and countries, any violations of anti-money laundering and combating the financing of terrorism ("**AML/CFT**") laws such as the violation of the obligation to disclose trust relationships as well as the failure to adhere to cease and desist instructions.

9.2.2 No manipulation or abuse of the Platform. You must not manipulate the Platform or use any anonymizing proxies, bots, spiders, or any automatic devices, programs, scripts, algorithms, or manual processes equivalent to automatic methods to access, obtain, copy, or monitor any part of the Platform, or circumvent or replicate the navigational structure or presentation of the Bybit EU services.

9.2.3 No market abuse. Any form of market abuse under applicable law, including insider trading and market manipulation, is strictly prohibited on the Platform. Market abuse refers to activities that distort the price, demand, or supply of an asset, leading to an unfair advantage or deception of other participants. Market abuse is not only a breach of these General Terms but may also be subject to legal and regulatory action.

9.2.4 You shall not use the Platform in any way, provide any information or content, or engage in any conduct in using the Platform that

(A) is defamatory of any other person;

(B) is obscene, sexually explicit or offensive;

(C) advertises or promotes any other product or business;

(D) is likely to harass, upset, embarrass, or alarm any other person;

(E) is likely to disrupt the Platform in any way, or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

(F) infringes any copyright, trademark, trade secret, or other proprietary right of any other person;

(G) restricts or inhibits any other person from using the Platform, including, without limitation, by means of "hacking" or defacing any portion of the Platform;

(H) disables, damages or alters the functioning or appearance of the Platform;

(I) "frames" or "mirrors" any part of the Platform without our prior written authorisation;

(J) harvests or collects information about other Users without their express consent;

(K) sends unsolicited or unauthorised advertisements, spam, or chain letter to other Users of the Platform;

(L) conduct frequent, intensive transactions with or without software or trading tools that are unauthorised by the Platform;

(M) transmits any content which contains software viruses, or other harmful computer code, files or programs;

(N) (re)produces, shares or otherwise promotes content of any kind that associates the Company with the offering of any unregulated E-Money Token or unregulated Asset-Referenced Token in any form (included but not limited to screen-shots, thumbnails or mockups showing the Company's logo or platform next to such un-regulated asset); or

(O) advocates, promotes or assists any violence or any unlawful act.

10. Rights and Obligations of Bybit EU

10.1 Besides our right to terminate your Account with Bybit EU for cause in the cases set out below, Bybit EU may take steps to remedy any breach of these General Terms including but not limited to:

10.1.1 taking any steps you should have taken, for example, updating outdated information;

10.1.2 suspending your Account and/or disabling any exchange and investment functions over the Platform in accordance with Section 14; or

10.1.3 suspending or withholding pay-outs to your Wallets ("**Wallet**") or bank account (for example where you do not provide the information required under the tax provisions applicable to you and Bybit EU).

10.2 Disclosure of data to authorities. We may disclose any data relating to you and your Account (including all transactions made in the past in connection therewith) if required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar official body (for example in connection with criminal investigations). We reserve the right to cooperate with such authorities to the maximum extent possible.

10.3 Garnishment of your assets and funds. In the event your assets or funds are garnished, we may be obliged to dispose of these assets or funds in accordance with the instructions of the competent court, administrator, or authorised person and/or to lock or restrict your Account.

11. Delisting

11.1 De-listing a Crypto-Asset from the Platform means the removal of a Crypto-Asset from the Platform.

11.2 Bybit EU may de-list a Crypto-Asset from the Platform under certain conditions, including but not limited to:

11.2.1 Regulatory changes that affect the Crypto-Asset’s legal status;

11.2.2 Insufficient market liquidity; or

11.2.3 Security vulnerabilities or risks associated with the Crypto-Asset’s blockchain.

11.3 Bybit EU will notify Users in advance, outlining how the de-listing will affect their custodied Crypto-Assets and any open orders and will provide a timeline for completing or cancelling any remaining transactions involving the asset. This period will be at least 4 weeks after your notification, unless Bybit EU is legally required to de-list earlier.

11.4 During the de-listing period, you shall remove the Crypto-Asset from your Account, e.g. by selling or withdrawing it. After the end of the notice period, the Crypto-Assets cannot be further used, e.g. sold or withdrawn from the Platform.

11.5 In case you fail to remove the Crypto-Asset from your Account, Bybit EU will exchange the delisted Crypto-Assets for the equivalent amount of an E-Money Token (according to the market price at the time of exchange on the Platform) if market conditions permit. You have to pay the fees accordingly. Please note that this exchange process is expected to take two to three weeks

11.6 If market conditions do not allow an exchange after the end of the notice period, no exchange will take place, and the value of such Crypto-Asset will become zero.

12. Forks

12.1 What is a Fork. A "**<u>Fork</u>**" is a situation in which a blockchain splits into two separate chains temporarily or permanently. Forks are often an unintended but unavoidable occurrence during mining, where two chains following the same consensus rules temporarily have the same accumulated proof-of-work and are both considered valid. They can also occur due the use of two distinct sets of rules trying to govern the same blockchain. Forks can also be used in Crypto-Assets intentionally in order to add new features to a blockchain or to reverse the effects of hacking or catastrophic bugs on a blockchain.

12.2 No automatic support of a Fork. Bybit EU does not automatically support Forks of any Crypto-Asset. Bybit EU assesses each case, whether the forked Crypto-Asset can be listed on the Platform. Bybit EU may decide in a commercially reasonable way not to integrate such new Crypto-Assets on the Platform.

12.3 Procedure in case of non-support. Users will be notified in advance in case of non-support of a Fork, where possible. Bybit EU will determine in its sole discretion, whether and how to allocate any resulting assets.

12.4 Temporary trading suspension. Bybit EU may temporarily suspend trading and withhold the affected Crypto-Assets.

13. Fees & Payment Terms

13.1 Transaction Fees. You shall pay Bybit EU the service fees charged for any fulfilled transaction. These transaction fees are set out in the Fee Schedule, which is available HERE. You will be informed about applicable fees before submitting any order on the Platform.

13.2 Due date. Transaction fees owed to Bybit EU become due once Bybit EU accepts any order from you and fees are payable under the resulting transaction. If a different due date is set out in the transaction confirmation, this date shall apply instead.

13.3 Taxes. Bybit EU qualifies its products as value added tax exempt. In the event of any changes to this status, whether due to alterations in legislation or differing interpretations by the tax authorities, any applicable value added tax will be imposed on Bybit's EU fees henceforth.

13.4 Post execution information. For each successfully completed transaction, you will be provided with a confirmation about the transaction, including a description about the main features of the transaction, the price and applicable taxes or fees, on a durable medium (e.g. e-mail).

14. Termination / Blocking and Suspension of Your Account / Reversing and Cancelling Of Transactions

14.1 Termination for convenience

14.1.1 Your termination right. You may at any time terminate the entire contractual relationship with Bybit EU by giving two weeks' prior notice to Bybit EU.

In certain cases, you may not be able to terminate your Account. This is the case when (i) your Account is subject to freezing, suspension or blocking, (ii) you have outstanding amounts owed, or (iii) you have an open order on the Platform.

14.1.2 Our termination right. The Company may at any time terminate your Account by giving two months' notice to you. The Company may terminate any services by giving two months' notice to you.

The Company will communicate and give such notice of termination to you in paper form or on another durable medium (e.g. per email).

14.2 Extraordinary termination for cause

14.2.1 Your termination right. You may at any time terminate your Account or a service with immediate effect for reasons that make continuing the contractual relationship between the Company and you, unacceptable. In certain cases, as mentioned in Section 14.1.1 above, you may not be able to terminate your Account with immediate effect.

14.2.2 Our termination right. Bybit EU may at any time terminate your Account or a service with immediate effect for reasons that make continuing the contractual relationship between Bybit EU and you unacceptable. These reasons are, in particular, if:

(A) we reasonably believe that you are or have been convicted or accused of (including any reasonably documented media reports or market rumours on) any breach or violation of criminal, administrative, regulatory or tax laws in any country of the world;

(B) official investigations (by any competent public authority, in particular, but not limited to, any public prosecutors in the field of criminal law or tax agents) have been initiated or threatened against you with respect to any breach or violation of relevant criminal, administrative or tax laws in any country of the world;

(C) we become aware or suspect that any assets or funds held in your Account may be associated with criminal proceeds or otherwise are not lawfully possessed by you;

(D) we are unable to verify or authenticate any information you provided;

(E) your actions may cause legal liability for you, the Platform and/or other Users of the Platform;

(F) we are directed as such by any governmental or administrative authority or court order;

(G) we are required to do so in order to comply with any (i) applicable law or regulations (in particular for AML/CFT purposes), (ii) internal guidelines based on such law or regulation, (iii) any request by a court or other authority, or (iv) any applicable sanctions programme;

(H) you breach any of your obligations (especially the obligations in Section 9) under these General Terms or any service specific terms;

(I) you engage or try to engage in behaviour that could damage the integrity of Bybit EU or could damage Bybit EU's other users (e.g. engaging in behaviour that could be construed as market manipulation, fraud, money laundering or terrorism financing or similar);

(J) you cease to act in your own name and for your own account with respect to your Account;

(K) you lose your legal capacity to act (including your death), in which case your Account and all transactions may be suspended until it is clarified who may dispose of the Crypto-Assets and funds in your Account in accordance with applicable laws;

(L) you do not comply with any applicable AML/CFT laws or regulations, in particular the EU Travel Rule; or

(M) we are otherwise required to do so by applicable law.

14.3 Temporary Measures - Blocking/Freezing/Suspending Functions

14.3.1 Bybit EU may apply temporary measures including Account suspension, transaction freezing, or service restrictions for reasons including but not limited to: (i) security checks, (ii) ongoing AML/CFT investigations (including EU Travel Rule checks), (iii) unverified or outdated user information, (iv) regulatory requests, (v) legal disputes, (vi) technical malfunctions or third-party service disruptions or (vii) succession upon death of a User.

14.3.2 To protect the integrity of the Platform, Bybit EU will monitor for erroneous or abnormal orders that could destabilize the market. If any suspicious orders are detected, they may be paused or rejected.

14.3.3 Examination of the existence of cause. If any cause for an extraordinary termination is suspected, the Company shall conduct an objective and factual examination to determine whether the suspicions are substantial.

During this examination the Company may, temporarily or permanently, block certain services (this means you cannot use a particular service, e.g. withdrawals);

(A) freeze certain services of your Account (this means disabling all deposits/withdrawals and transfer of Crypto-Assets); and/or

(B) suspend your Account as a whole (this means you cannot access your Account).

14.3.4 Examination of tax acquisition data for Austrian tax residents. Austrian tax legislation requires Bybit EU to ask Users who are subject to unlimited tax liability in Austria for data on the acquisition costs and acquisition date (*declarationoftaxacquisitiondata*) of the Crypto-Asset (e.g. deposit of Crypto-Assets or change of residence). Bybit EU may be required to examine the provided data from you and may request additional information in this context. You may provide the tax acquisition date only once, meaning that it cannot be corrected, amended or changed by you at a later point.

14.3.5 Blocking or freezing. In certain cases, Bybit EU is required to collect additional information from the User and verify the provided data (e.g. examination of acquisition costs for tax purposes). Until (i) you have provided the required correct and complete information or (ii) have confirmed irreversibly that you opt-out of providing such data, Bybit EU may, temporarily or permanently,

(A) block certain services (this means you cannot use a particular service, e.g. exchange of Crypto-Assets to funds); or

(B) freeze certain services of your Account (for example disabling all deposits/withdrawals and/or transfer of Crypto-Assets).

14.3.6 Suspension lifting. Bybit EU will lift the lock or freeze, or complete a suspended, reversed, or blocked transaction once such reasons no longer exist. However, Bybit EU is under no obligation to permit you to execute a new transaction at the same price or on the same terms as the suspended, frozen, or blocked transaction.

14.4 Reversing / Cancelling of Specific Transactions

A transaction can be cancelled or reversed by Bybit EU, if:

14.4.1 it resulted from an identifiable interruption or malfunction of execution, settlement or communication system;

14.4.2 it was executed by any Account that has been hacked by unauthorised users, and we determine in good faith that cancellation of the transaction shall be in the best interest of the User or the Platform;

14.4.3 Bybit EU has the right to extraordinary terminate your Account according to Section 14.2;

14.4.4 we believe it is necessary to protect the security of the Account;

14.4.5 it is suspicious, unauthorised or fraudulent, including without limitation in relation to money laundering, terrorism financing, fraud or other illegal activities;

14.4.6 we are directed as such by any governmental or administrative authority; or

14.4.7 we are otherwise required to do so by applicable law.

14.5 Notice of cause. In case we use any of the measure described in this Section 14 (e.g. terminate the contractual relationship, use a temporary measure or reverses or cancels a transaction) we will inform you of such proceeding in paper form or on another durable medium (e.g. per email), unless it would be unlawful of us to do so. The Company is not obligated to disclose to you any findings or information.

14.6 Succession upon your death. Upon receipt of an official death certificate or proper legal proof of succession, Bybit EU will work with the deceased User's heirs or executors to transfer any remaining assets in accordance with applicable probate and inheritance laws.

15. Consequences of a termination

15.1 Withdrawal of assets. After a termination of your Account, irrespective of whether the termination was initiated by us or you, any open transactions or positions will be closed. You are obliged to withdraw all assets promptly after a termination, unless you are not able to withdraw or Bybit EU is not permitted to allow you to withdraw under applicable law (e.g. compliance with sanction regulations or court orders). Each withdrawal is subject to prior full settlement of any outstanding receivables and any amounts of withholding tax, that Bybit EU is or was required to deduct based on applicable tax laws.

For the avoidance of doubt, if only specific parts of the contractual relationship are terminated (e.g. exchange of certain Crypto-Assets) the withdrawal obligation only applies to the associated asset.

15.2 Restricted access and disposal rights after termination. If assets remain in your Account after termination, you can withdraw or transfer your assets out of the Platform within one month. During this period, your Account is still accessible but restricted from other activities. Any sale or transfer of assets post-termination is subject to the approval of the compliance department of Bybit EU.

15.3 Closing of Account. After the one-month period, your Account will be closed. If there are still assets in your Account, please contact the HELPCENTER in order to dispose of your assets. You will be informed in paper form or on another durable medium about these consequences.

15.4 Sale and legal deposit. If you fail to dispose of your assets within one month after the termination date, we are entitled, after prior notification of you on a durable medium, to:

(A) sell any Crypto-Assets at the prevailing market prices and transfer the proceeds of the sale (after deduction of any applicable fees and taxes (as applicable) in connection with the sale) to your Account;

(B) transfer any funds in your Account (including potential proceeds of sales according to Section A above) back to the payment account you have registered with us; and/or

(C) deposit your assets or funds with a court (*gerichtliche Hinterlegung*) at your expense, whereas you will be informed about such deposit.

You will be informed in paper form or on another durable medium about these consequences. For the avoidance of doubt, Bybit EU shall not be liable for any loss of profit resulting from any action in this Section.

15.5 Fees. The Company may charge a custody fee of 0,1% per month per asset or funds held in custody, if assets or funds remain in your Account within one month after the termination date.

The Company will charge a minimum fee of the equivalent of EUR 1 per month and a maximum of the equivalent of EUR 25 per month per terminated Account.

The balance of your Account cannot become negative. If the custody fee would lead to your Account becoming less than 0, only the remaining assets will be deducted.

15.6 Survival. Any provisions that ought to survive termination to settle any rights or obligations shall continue to apply after termination of your Account until all such rights and obligations have been settled.

16. Updates and Support

16.1 Updates. Bybit EU regularly updates and releases new versions of the Platform. To use the latest functions of the Platform you will need to update to the newest version.

16.2 Support. Bybit EU provides support services through the HELPCENTER.

17. No Right of Withdrawal

17.1 You do not have the right of withdrawal for Crypto-Assets traded at a distance, as the price of the Crypto-Assets depends on fluctuations in the financial market over which we have no control, and which may occur within the withdrawal period.

18. Collateral / Liens / Set-off

18.1 Set-Off. The Company may at any time set-off any rightful, due and unpaid monetary claim, the Company has against you with any rightful, due and unpaid monetary claim you may have against the Company.

18.2 Right of Liens. The User grants the Company a lien for all claims pursuant to Section 18.3 on all of the User's assets and rights of any kind, including all Crypto-Assets and Fiat Money that are held or come into the possession of the Company with the User's consent ("**Collateral**").

18.3 The lien secures all claims of the Company against the User arising from the entire business relationship, including conditional, time-limited, contingent or not yet due claims.

18.4 The lien arises at the time the Collateral comes into the possession or control of the Company, provided that the secured claims exist at that time. If such claims do not yet exist, the lien arises at the time such claims subsequently come into existence.

18.5 Release of Collateral. Upon the User's request, the Company shall release Collateral, provided there is no legitimate security interest in such Collateral.

18.6 Realisation of Collateral

18.6.1 Realisation requires that the secured claim is due and that the right of realisation exists under contractual and statutory provisions. The User must be notified with the intended realisation and informed of the amount of the secured claim. At least one month must elapse between such notice and the actual realisation. This period may be waived if prior notification is impracticable, in particular due to the unknown whereabouts of the customer. In such cases, the one-month period begins on the due date of the claim. Earlier realisation is permitted if otherwise a material and permanent loss of value threatens that threatens the Company's ability to satisfy its claim.

18.6.2 Sale. Collateral that has a market or exchange price shall be realised by the Company in accordance with §§ 466a et seqq. ABGB by private sale at such price on a trading platform or exchange (including the Platform).

18.6.3 Enforcement and extrajudicial auction. The Company shall also be entitled to enforce the collateral through execution or, if no market or exchange price exists, to have it publicly auctioned by a duly authorised third party. The time and place of the auction, as well as a general description of the Collateral, shall be publicly announced. The User shall be notified accordingly.

18.6.4 Right of retention. The Company shall be entitled to withhold its performance obligations towards the User due to claims arising from the business relationship, even if such claims are not based on the same legal relationship.

19. Warranty

19.1 The statutory liability for defects under Austrian law (Gewährleistung für Mängel) applies to the provision of the Platform.

19.2 Bybit EU's services are generally available at any time, except in case of (planned and unplanned) interruptions. Technology-based systems such as the Platform require (planned and unplanned) maintenance and development work and such work interruptions to the systems are necessary and inherent to the system. During the period of such interruption, the use of the Platform may be limited or entirely suspended and therefore the purchase, sale, use or transfer of Crypto-Assets may also be delayed or disrupted.

19.3 Despite efforts to provide uninterrupted services, there may be occasions where services are disrupted due to the following instances, but not limited to:

19.3.1 System Maintenance: Regular maintenance to enhance system performance or security;

19.3.2 Unexpected Outages: Technical or infrastructure issues beyond the control of Bybit EU, such as server failures, cybersecurity threats, or network outages;

19.3.3 Liquidity Providers of Bybit EU halt trading;

19.3.4 Non-availability of reliable market prices either for a specific crypto-asset or a number of Crypto-Assets;

19.3.5 FMA or another competent authority requests the discontinuation of exchanging of one or more Crypto-Assets based on its regulatory mandate; or

19.3.6 Force Majeure: Events such as natural disasters, regulatory changes, or other unforeseen circumstances that disrupt normal operations.

19.4 Interruptions will not be considered a defect (*Mangel*) under Austrian law, if the interruptions are caused by:

19.4.1 Planned maintenance work, updates or upgrades that will not only temporarily limit the functionality of the Platform or cause it to fail, which will be communicated to you in a suitable manner (for example, by email or on the Platform) with reasonable advance notice, at least 3 working days. Such maintenance work will be completed as soon as possible, but at least within one week; or

19.4.2 Unplanned maintenance work that is necessary due to technical defects or unforeseen and uncontrollable events. This work will be carried out as soon as reasonably possible.

20. Limitation of Liability

20.1 Liability for providing custody of Crypto-Assets. Bybit EU GmbH shall be liable to you for the loss of any Crypto-Assets or of the means of access to the Crypto-Assets as a result of an incident that is attributable to Bybit EU GmbH. The liability of Bybit EU GmbH shall be capped at the market value of the Crypto-Asset that was lost, at the time the loss occurred according to Art 75 para 8 of the Markets in Crypto-Assets Regulation ("**MiCAR**"). Incidents not attributable to Bybit EU GmbH include any event in respect of which Bybit EU GmbH demonstrates that it occurred independently of the provision of the relevant service, or independently of the operations of Bybit EU GmbH, such as a problem inherent in the operation of the distributed ledger that Bybit EU GmbH does not control.

20.2 Limitations for claims for damages. The Company shall only be liable for claims for damages (*Schadenersatzansprüche*) caused intentionally (*vorsätzlich*) or by gross negligence (*grob fahrlässig*) either by the Company or by an agent which is used for providing the services of the Company (*Erfüllungsgehilfe*).

In case a damage is caused by slight negligence (*leichte Fahrlässigkeit*), the Company shall only be liable

(A) for physical damages to persons (*Personenschäden*);

(B) for damages to items accepted for processing;

(C) for damages due to the absence of a guaranteed characteristic (*zugesicherteEigenschaften*);

(D) According to theAustrian Product Liability Act (*Produkthaftungsgesetz*); and

(E) for damages resulting from the breach of a material contractual obligation (*Hauptleistungspflicht*) if the damage was reasonably foreseeable for the Com-pany at the time of the conclusion of the contractual relationship or the transaction.

For the purposes of this sub-paragraph (E), a material contractual obligation is an obligation that makes the proper execution of a contract possible in the first place and on whose compliance a User regularly relies on and may rely on. In the case of Bybit EU, this concerns the purchase and sale or transfer of Crypto-Assets and the obligation to take into custody, administer or secure Crypto-Assets for the Users of Bybit EU via the Platform.

20.3 Exclusion of claims for damages due to AML/CFT prevention. You cannot claim damages if the Company or its employees, delays or declines to carry out a transaction due to negligent unawareness that the suspicion of (i) money laundering, (ii) terrorist financing or (iii) a breach of the obligations to act on your own behalf and disclose the beneficial owner of a transaction, was false or where such delay/decline was caused by law and/or instruction of an authority, as defined in Section 19 of the Austrian Financial Markets Anti-Money Laundering Act (*Finanzmarkt-Geldwäschegesetz*) or where such delay/decline was caused by law and/or instruction of an authority.

20.4 Exclusion of claims for damages. The Company shall not be liable for any loss, damage, or unauthorised transactions resulting from (i) the User's disclosure, sharing, or negligent handling of such credentials, whether intentional or unintentional; or (ii) theft, loss, or compromise of credentials due to the customer's failure to implement adequate security measures.

20.5 Risks. The use of the Platform and certain transactions carry risks that are beyond our control and we shall have no liability for such risks. A non-exhaustive list of these risks is set out in <u>Annex I</u> (Risks). Other product-specific risks may also be present and in some cases, these are set out in the specific service specific terms.

21. Tax Obligations

21.1 Personal tax implications. You should consult a tax advisor (i) about the tax and economic consequences in connection with using the Platform and holding, transferring and/or exchanging Crypto-Assets and (ii) to ensure that you are able to take all steps required to comply with all applicable tax laws when using the Platform.

Tax consequences often depend on the tax laws of the country where you are a tax resident at. If the Company is not obliged to withhold any taxes by law and/or such withholding does not constitute final taxation under the applicable tax laws, you are solely responsible to comply with all national and international tax laws.

Benefits or rewards granted by Bybit EU may be subject to income tax or other taxes for you but out of scope for withholding tax purposes. You are solely responsible for payment of all such taxes and for disclosure to third parties and tax authorities. Bybit EU will never be liable for any tax liabilities, levies or other charges in connection with such benefits or rewards granted to you.

21.2 Tax Withholding Obligation. Bybit EU may be obligated to withhold taxes on your behalf from income received or transactions performed on your Account and will withhold taxes on all relevant income, including but not limited to rewards received and taxable capital gains, and other forms of income as prescribed by tax laws, regulations and administrative practice. The applicable tax rates and the method of calculation will be determined in accordance with the applicable laws, regulations and administrative practice applicable at the time a taxable event occurs.

In certain instances, the tax legislation provides options to be exercised by the withholding agent for purpose of application to withholding tax. Information on applicable withholding tax rules, Bybit EU's approach to apply such rules and how Bybit EU's handling affects your withholding tax position, can be found HERE.

If any taxes that are attributable to the User have not been withheld and are subsequently assessed or required to be paid by Bybit EU by any competent authority, the User shall fully indemnify and hold Bybit EU harmless for the amount of such taxes.

21.3 Customer Obligations. You are required to provide Bybit EU with all necessary information and documentation in a timely and complete manner in order to facilitate the accurate calculation and withholding of taxes. This includes, but is not limited to, tax residency status, information on exit taxation events and any other relevant details.

In case of any changes that may affect the obligation to withhold taxes (e.g. change of tax residency, change of address or citizenship) you are required to immediately notify Bybit EU directly on the Platform under this LINK and upon request provide additional information and/or appropriate documentation required for Bybit EU to fulfil its obligations as withholding agent. Please note, that the information once provided is irrevocable and may not be changed for one occasion on the Platform at a later point in time. In some cases, it may be possible to correct the tax treatment in your personal income tax return. Please contact your tax advisor for further information.

In case you do not provide the required information, and due to this Bybit EU suffers any damages because it cannot perform its obligations as withholding agent properly, you are liable to Bybit EU for the unpaid withholding tax.

21.4 Deduction of Funds for Tax Payments. In general, calculating the withholding tax may take up to two calendar days beginning with the taxable event for an individual transaction. For the time of this calculation process, a portion of the proceeds from each potentially taxable transaction may be deducted and reserved for tax payments. Upon determining the withholding tax, any amounts deducted in excess will be credited to your Account.

Notwithstanding the above, in case of exit taxation events (i.e. circumstances that lead to a restriction of a jurisdiction's right of taxation in relation to other jurisdictions with regard to funds or Crypto-Assets), calculating the withholding tax may take up to five calendar days beginning with the notification of change on the Platform. For the time of this calculation process, a portion of your funds may be deducted. UUpon determining the withholding tax, any amounts deducted in excess will be credited to your Account (*tax calculation credit*). A more detailed explanation and an example, of how this affects you can be found HERE.

With respect to Reward-Generating Products (i.e. products generating proceeds through the lending or borrowing of Crypto-Assets, including in particular the Rewards (Earn) Service and Launchpool (Spot X)) in case of a taxable event a portion of the proceeds from each taxable transaction may be deducted in Crypto-Assets and reserved for tax payments. Upon determining the withholding tax, any amounts deducted in excess will be credited to your Account in Crypto-Assets. The amount of withholding tax to be deducted and the amount of Crypto-Assets to be credited are calculated based on the EUR equivalent value of the relevant Crypto-Asset using the Bybit EU Spot Market Price at the T-1 close of the taxable event.

21.5 Authorization to Make Choice of Consumption for Austrian Tax Residents. As provided for in section 3 no 1 Austrian cryptocurrency regulation (*Kryptowährungsverordnung*, "**Austrian Cryptocurrency Regulation**") you are irrevocably authorizing Bybit EU to elect which units of a Crypto-Asset to sell, transfer or otherwise realize (e.g. to make payments) first, if at the time of the sale or transfer you have units of a Crypto-Asset that were acquired by you until 28 February 2021 ("**Old Assets**") and units that were acquired after this date ("**New Assets**") in your Account.

For purpose of determining the order of consumption, Bybit EU in principle applies the First-In-First-Out (FIFO) principle based on the tax-relevant acquisition date of the Crypto-Assets when Users, who are Austrian tax residents, sell, transfer or otherwise realize Crypto-Assets. Accordingly, units of a Crypto-Asset acquired or received first shall be deemed to be the first to be sold, transferred or otherwise realized, unless explicitly provided otherwise by applicable law or regulatory guidance.

Notwithstanding the above, Bybit EU applies the Last-In-First-Out (LIFO) principle for the investment of Crypto-Assets with Reward-Generating Products (e.g. Rewards Service). Accordingly, units of Crypto-Assets acquired or received last based on the tax-relevant acquisition date shall be deemed to be the first to be used for investing with Reward-Generating Products. This means that if you are invested with a Reward-Generating Product for which you use your last acquired or received units of the Crypto-Asset (LIFO principle) and during this time you sell, transfer or otherwise realize other units of the same Crypto-Asset, the sale, transfer or realization will still apply the FIFO principle, i.e. the units of the same Crypto-Asset acquired or received first will be deemed to be used.

All units of the same Crypto-Asset are considered as one position, regardless of which sub-account they are displayed on the Platform. A more detailed explanation and an example, of how this affects you can be found HERE.

21.6 Gross-up. In case any taxes for Users, who are Austrian tax residents, are withheld in Crypto-Assets and not Fiat Money, the Crypto-Assets used for this purpose are also considered to have been sold, and the increase in its value is subject to capital gains tax.

21.7 Tax Treatment in Case of a Relocation to Austria. Bybit EU will treat all assets held on the Platform at the date of the notification of Bybit EU of your relocation to Austria as taxable assets for purpose of Austrian withholding tax. This means that the value of the asset at the time of the notification of your relocation to Austria will be the basis for any subsequent taxable event under Austrian tax laws. Bybit EU will not accept any tax acquisition data from you, in particular in order to prove that certain Crypto-Assets are grandfathered and treated as Old Assets under the Austrian Cryptocurrency Regulation.

21.1 Go-Live of Tax Engine and Withholding Tax on Exit Tax Events for Austrian Tax Residents. To Austrian tax residents, who have registered their Account on/after 12 September 2025, the functionality for calculating and deducting withholding tax for Austrian tax residents ("**Tax Engine**") will apply immediately.

For Austrian tax residents, who have registered their Account prior to 12 September 2025, the Tax Engine will go live until the end of 2025. Services which would trigger Austrian withholding tax remain temporarily restricted for these Users until the Tax Engine has gone live for them. To these Users the Tax Engine will apply as soon as the User has (i) accepted this version of the General Terms and Conditions (see section 3.1) and (ii) provided the declaration of tax acquisition data for all deposits made prior to the acceptance of this version of the General Terms or the two months waiting period has expired (see below).

Bybit EU will request Users for the declaration of tax acquisition data required for performing the calculation and deduction of withholding tax. Users will be given the opportunity to declare the tax acquisition data within 60 day following the request by Bybit EU. For any deposited Crypto-Assets for which no data has been provided at the end of this period, Bybit EU will irrevocably deem the tax acquisition data to be unknown for the purpose of calculating and deducting withholding tax. If you fail to provide this necessary information, this may result in adverse taxation of your proceeds and you may be required to rectify this and provide additional information in your tax returns. A more detailed explanation and illustrative examples can be found HERE.

A Deposit of Crypto-Assets is deemed any transfer of Crypto-Assets from an external wallet pursuant to section 3.3 of the Custody Agreement.

Certain services and functions will remain restricted until the information as required by law has been provided for every Deposit of Crypto-Assets.

Due to its complexity, the calculation and withholding process for exit tax events ("**Exit Tax Feature**") requires additional time to implement in the Tax Engine. Thus, the Exit Tax Feature is not yet available at the go-live of the Tax Engine. If an exit tax event occurs before the Exit Tax Feature is available, certain services or functions (e.g. conversion from crypto to funds) will be temporarily restricted.

22. Governing Law

21.8 Governing law. The contractual relationship between Bybit EU and you and every transaction shall be governed by and construed in accordance with the laws of the Republic of Austria excluding (i) the provisions of the United Nations Convention on the International Sale of Goods as well as (ii) the conflict of law rules of Austrian private international law.

The governing law shall apply only to the extent that it does not restrict any mandatory statutory provisions of the EEA state in which you reside.

23. Miscellaneous

21.9 No waiver of rights. The failure of the Company to enforce or to exercise, at any time or for any period of time any term of or any right or remedy arising in connection with the Platform shall not constitute, and shall not be construed as, a waiver of such term or right or remedy and shall in no way affect the Company's right to enforce or exercise it later, provided that such right is not time barred, expired or precluded.

21.10 Notifications. Notifications which need to be made to Bybit EU may be made on a durable medium or electronically (for example, by email or via the Platform) to Bybit EU, unless explicitly stated otherwise. Bybit EU does not accept any notifications via social media or messenger (for example telegram).

Annex I
Risks

The use of the Platform and certain transactions carry risks that, in the worst-case scenario, may result in the total loss of investments. These risks are beyond the control of Bybit EU and Bybit EU shall have no liability in this regard. A non-exhaustive list of these risks is set out in this Annex. Other product-specific risks may also be present and in some cases, these are set out in the service specific terms.

1 General risks of investments

- Every investment, also investments on the Platform, involves opportunities and inherent risks.
- Investing in Crypto-Assets involves significant risk and may not be suitable for all investors.
- The value of Crypto-Assets is highly volatile and can result in substantial losses in a short period of time.
- Past performance is not indicative of future results. In extreme cases, the invested amount may be entirely lost.
- Crypto-Assets are not protected by government compensation and/or regulatory protection schemes.
- Each Crypto-Asset has unique features and you should research and understand a Crypt—Asset before you invest in it.
- Many Crypto-Assets are not backed or secured by real world assets or any other value.
- You should carefully assess whether the use of the Platform and our products align with your risk tolerance, investment objectives, financial and tax situation, personal and legal circumstances, and other relevant considerations.

2 Risk of Depreciation in Value and Extreme Volatility

The value of the Crypto-Assets available on the Platform are typically determined by their current market price and therefore might experience extreme volatility and/or their value might decline to zero. Such transaction and such investment are only suitable for Users who can bear a loss of the entire invested capital and should not be considered as or entered into with the expectation of a stable source of income.

3 Margin Transaction-specific Risk

Entering into Margin Transactions on the Platform may expose you to market price risks of Crypto-Assets that you do not own or hold in your Account. Borrowing Crypto-Assets from Bybit CASP to enter into Margin Transactions indirectly exposes you to the future value development of these borrowed Crypto-Assets. Due to the collateralization requirement, you may lose additional Crypto-Assets held in your Account based on the value and market price development of the other borrowed Crypto-Assets, if your Account does not comply with the Maintenance Margin requirements and becomes subject to automatic liquidation. The greater the selected leverage (also displayed as 1-10x), the faster these risks can affect your position.

4 Regulatory and Jurisdictional Risk

It is possible that statutory or regulatory changes have material effects on the current setup of the Platform. Statutory or regulatory changes may also result in substantial modifications to any Crypto-Asset available on the Platform. Bybit EU is committed to design, modify and/or adapt the Platform in such a way that it complies with all applicable laws and regulations while at the same time retaining the flexibility for you, but cannot guarantee that certain regulatory or legal changes may result in the limitation or termination of certain services on any of the Platform.

5 No Financial Advice

The fact that Bybit EU has made a Crypto-Asset or a service available to you constitutes neither a recommendation to enter into a particular transaction nor a representation that any product described on the website is suitable or appropriate for you. Many of the products involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such product or service is appropriate for you. You should not construe any of the information contained herein as financial, investment, trading, legal, regulatory, tax, or accounting advice.

6 Risk of Lack of Financial Compensation Systems

Financial services compensation schemes do not protect investments in Crypto-Assets because it is not a "specified investment" under the respective regulatory regimes – in other words, this type of investment is not recognised as the sort of investment warranting guarantees or protection.

7 Risk of Software Weakness

The technology of Crypto-Assets and the underlying software applications and software platforms such as the smart contract systems and other involved software and technology as well as technical concepts and theories are still in an early development stage and unproven and out of Bybit EU's control or influence.

There is an inherent risk that the technology could contain weaknesses, vulnerabilities or bugs. These can cause, for example, the complete loss of any Crypto-Assets, even if the software and systems deployed under the control of Bybit EU function correctly.

Many of these technologies or software applications required for the sale, transfer or holding of Crypto-Assets are neither released by a software manufacturer nor in any other way certified by a central entity such that there would be a person or entity that could be held liable for such defects. Bybit EU uses and displays customary security certificates issued by third parties (certificate authorities) that are widely regarded as a security enhancing feature but ultimately cannot guarantee that the security certificates displayed on any Platform are valid or correct.

Always keeping your mobile apps offered by Bybit EU, your internet browser and the underlying operating systems up to date helps to mitigate certain risks and vulnerabilities.

8 Failure of IT-systems

IT-systems are subject to risks of failure, error or non-availability. Especially highly sophisticated systems could require additional time to reboot and resume to full functionality in case of an incident. IT-systems could be impacted by internal system failures but are equally exposed to external influences (e.g. significant power outages).

9 Encryption Risks

Failure of encryption methods could leave information or systems vulnerable to (cyber)attacks.

10 External IT-Attacks

IT-systems, especially if connected to the internet can be exposed to attacks or hacks compromising the systems confidentiality, integrity or availability.

11 Human Error

IT-systems are exposed to human errors, either due to mistaken inputs or incorrect operation of the system. Human errors can especially be dangerous to IT-systems due to their difficult identifiability, as the error does not lie in a failure of the IT-system.

12 Blockchain and DLT Inherent Risks

Blockchains and DLT technology are neither controlled by Bybit EU nor generally by any other centralized entity. This causes additional potential risks and lack of predictability and safeguards.

13 Risk of Theft and Internet Vulnerability

The software application and software platform underlying Crypto-Assets, the smart contract system(s) and/or other technology components and/or platforms may be exposed to electronic or physical attacks that could result in the irreversible theft or loss of Crypto-Assets or the theft or loss of private data.

14 Risk of Eliminating the Benefits of 2FA

Bybit EU strongly recommends that you use 2FA. Please note however, that the safety benefit of using 2FA is effectively eliminated if both factors can be accessed with the same credentials or devices.

15 Risk of Weak Login Credentials and Risk of Losing Login Credentials

If you do not use the 2FA in cases provided for by us, any person with knowledge of your password and e-mail address may be able to access your Account and the Crypto-Assets deposited with the Platform and may make transactions in your name. The password you chose when registering an Account (as amended from time to time) may be subject to attacks, even if it is unique and only known to you. The risk is greater if the password is weak (in length and/or complexity) and/or if the password contains personal details (for example your name, date of birth or place of residence) and/or words included in a dictionary. Bybit EU recommends that you always choose a strong and unique password (that is not used with any other service provider) and that you use the 2FA. While stronger passwords are statistically (far) less likely to be successfully retrieved by an attacker, no password is fully safe. While Bybit EU indicates the password strength of your password when an Account is registered, such indicator is calculated from general parameters, and does not verify whether your password may contain any of your personal details or words included in a dictionary and should thus be regarded as a guideline only.

16 Risk of Phishing and/or Social Engineering

SMS and e-mail services are vulnerable to spoofing and phishing attacks. You should always log into your Account to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice. Bybit EU will never under any circumstances ask for your password or 2FA codes and never ask for any personal information regarding the Account. Phishing attacks often occur despite SMS or e-mail or equivalent services, via search engines or ads in search engines, or other fraudulent links. While Bybit EU strongly recommends participating in the 2FA, the 2FA cannot prevent successful phishing and/or social engineering attacks if your credentials including the 2F are disclosed in such an attack.

17 Risk of Blockchain Mining Attacks and Other Risks Associated With Blockchain

The Crypto-Assets available on the Platform may be susceptible to attacks including but not limited to double-spend attacks, majority mining power attacks, "selfish-mining" attacks, and race condition attacks or any other mining or non-mining related attacks which are out of Bybit EU's influence and control. You must be aware of the risks that technology carries and the inherent functionality and security risks, such as, but not limited to, the failure of hardware, software, and Internet network connections, the risk of malicious software introduction, the risk that third parties may obtain unauthorised access to information and/or assets (including your cryptocurrencies) stored on your behalf, cyber attacks, crypto-asset network failure (such as failure and outages on the blockchain) or other types of attacks. Risks associated with Crypto-Assets and the crypto-market.

18 Risk of Imperfect Transaction Processing

Bybit EU uses "Nodes" on the respective blockchain, which scan each block for transactions (both deposits and withdrawals). As soon as such a transaction is identified, it is taken into account in Bybit EU's systems so that the customer affected by the transaction either receives a credit or the amount of Crypto-Assets held by them is reduced. It is possible that a Node does not record a transaction and therefore does not feed it into Bybit EU's systems. This is only relevant for transfers of Crypto-Assets from and to external wallets, not on the Platform.

19 Risk of Abandonment/Lack of Success

The allocation and the development of any Crypto-Asset might be abandoned for a number of reasons, including lack of interest from industry, community and/or the public, lack of funding, lack of commercial success or prospects (for example, caused by competing projects) which are out of Bybit EU's influence. It could happen that Crypto-Assets units do not receive or retain any functionality or that there are material changes of all kinds to the functionality of such assets. Bybit EU does not make any representation as to the current and future functionality, adoption or commercial success of any Crypto-Asset.

20 Risks of Soft and Hard Forks

The protocols of Crypto-Assets may be subject to forks that change the underlying blockchain protocol rules. These forks may materially change the value, function or name of Crypto-Assets (for example, Ethereum and Ethereum Classic).

21 Market and Community Risk

Market and community risks may also be triggered and accelerated via communities that come together, for example in online forums, to discuss certain investment opportunities and products with the intention of placing jointly organized buy and sell orders which may lead to strong price fluctuations which carry a high risk of loss.

22 Liquidity Risk

As not all Crypto-Assets are considered liquid assets (meaning that they can be quickly and easily converted into cash or a cash-equivalent with minimal loss in value) there may be limited options to sell or exchange your Crypto-Assets for Fiat Money or other assets, especially during periods of market volatility or low trading activity. Demand for certain Crypto-Assets may decrease, and it may take a considerable amount of time to complete a transaction or require you to sell or exchange the Crypto-Asset at a price significantly lower than expected. As a result, there is a risk that you may not be able to liquidate your Crypto-Assets when needed. All Users should carefully consider their liquidity needs and to ensure that they are comfortable with the possibility of illiquidity when investing in Crypto-Assets.

23 Collateralization Risk

Bybit EU takes no responsibility for Crypto-Assets that are or claim to be collateralised, backed or pegged by a currency that is a legal tender or any other asset of whatever form (for example, stablecoins) as all actions in connection to such Crypto-Assets are in the sole responsibility of its issuer (which Bybit EU is not) and Bybit EU has no discretion over such actions.

24 Pricing and Execution Risk

Bybit EU may, with the consent of the User, execute orders on behalf of the client or transmit an order for the User to a third party. In such cases, please note that the price of Crypto-Assets can fluctuate significantly within short periods of time due to various factors, including market demand, regulatory changes, and general market sentiment. The price at which you execute a transaction may differ from the price displayed at the time you place your order due to delays in processing or changes in market conditions during execution. Additionally, the execution of your transaction may be delayed or not occur at all during periods of high volatility or low liquidity. This could result in a less favourable price than anticipated, or even a failure to execute the transaction at your desired price. Crypto-Asset markets are decentralised and often fragmented, meaning that prices can vary between different platforms or exchanges.

25 Tax Risks

The purchase, sale, exchange, and/or holding and/or alienation of assets available may trigger tax consequences for you.

Bybit EU notes that while several countries have already implemented specific tax regulations for Crypto-Assets, further changes and/or additional tax regulations are to be expected. Bybit EU may under certain circumstances (now and/or in the future) be required to deduct withholding tax. Withheld tax amounts are remitted to the tax authorities, and Bybit EU is unable to refund these amounts. Bybit EU will report information with respect to transactions made by you and/or Crypto-Assets held by you to one or more tax authorities to the extent such reporting is required by applicable law. Bybit EU deducts and withholds tax on your transactions to the extent such withholding is required by applicable law. Bybit EU will collect tax documents, certificates regarding your status as a taxpayer, as well as your tax identification number or similar information, as required by applicable law. You should conduct your own assessment of your tax situation concerning Crypto-Assets and consult your tax advisor before making any decisions with respect to any transactions.

Annex II

Supported Currencies

- Euro
- Polish Zloty (PLN)