

Customer Agreement

[Customer Agreement Updates]

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This agreement is between you (hereinafter referred to as "you" or "your") and BingX. By accessing, using or clicking "I agree" to any of the services made available by Nieve Cruz PA Corporation (hereinafter known as "BingX") or its affiliates through the website (<https://www.uk.bingx.com>), our mobile applications, or any other related services provided by BingX or its affiliates as further described in Section 4 below (hereinafter "the Service" or collectively, the "Services") you agree that you have read, understood and accepted all of the terms and conditions contained in this agreement (the or these "Terms"), as well as the rest of our risk notices, disclaimers and our Privacy Policy as may from time to time be published on the BingX website and amended in BingX's discretion. In addition, when using some functions of this Service, you will also need to comply with the additional terms and conditions applicable to these functions.

PLEASE READ THESE TERMS CAREFULLY AS THEY GOVERN YOUR USE OF THE SERVICES. THESE TERMS CONTAINS IMPORTANT PROVISIONS INCLUDING AN ARBITRATION PROVISION THAT REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN SECTION 15 BELOW ENTITLED "RESOLVING DISPUTES: FORUM, ARBITRATION, CLASS ACTION WAIVER." AS WITH ANY ASSET, THE VALUE OF DIGITAL CURRENCIES CAN GO UP OR DOWN AND THERE CAN BE A SUBSTANTIAL RISK THAT YOU WILL LOSE MONEY BUYING, SELLING, HOLDING, OR INVESTING IN DIGITAL CURRENCIES. BY USING THE SERVICES YOU ACKNOWLEDGE AND AGREE THAT:

1. YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTING IN DIGITAL CURRENCIES;
2. YOU ASSUME ALL RISKS WITH RESPECT TO YOUR USE OF THE SERVICES AND TRADING IN DIGITAL CURRENCIES AND;
3. BINGX IS NOT RESPONSIBLE OR LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.

BY ACCESSING, USING OR ATTEMPTING TO USE THE SERVICES IN ANY CAPACITY, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES.

1. Agreement Conditions

BingX reserves the right to modify or change the Terms at any time and at its sole discretion. BingX will provide notice of these changes by updating the revised Terms on the webpage and changing the “[Last revised:]” date on this page. Any and all modifications or changes to these Terms will be effective immediately upon being announced on the website or released to users. As such, your continued use of BingX’s services acts as acceptance of the amended agreement and rules. If you do not agree to any modification to these Terms, you must stop using the Services. BingX encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services.

2. Eligibility

By signing up to use a BingX Account (as defined in Section 5 below), you represent and warrant that you (a) are at least 18 years old or of legal age to form a binding contract under applicable law, (b) are an individual, legal person or other organization with full legal capacity and authority to enter into these Terms, (c) have not previously been suspended or removed from using our Services and (d) you do not currently have an existing BingX Account. (e) are not a U.S or Canada user. If you are entering into these Terms on behalf of a legal entity of which you are an employee or agent, you represent and warrant that you have all necessary rights and authority to bind such legal entity.

3. Prohibition of Use

By accessing and using the Services, you represent and warrant that you are not (a) on any trade or economic sanctions lists, such as the UN Security Council Sanctions list, designated as a “Specially Designated National” by OFAC (Office of Foreign Assets Control of the U.S. Treasury Department) or placed on the U.S. Commerce Department’s “Denied Persons List”, nor are you (b) a resident or passport holder in any of the countries listed in the Restricted Jurisdictions within our Disclaimer. BingX reserves the right to select its markets and jurisdictions to operate and may restrict or deny the Services as per the Restricted Jurisdictions list at its sole and absolute discretion.

4. Description of Services

Trading Service: BingX provides an online digital asset trading platform (crypto to crypto) for products commonly known as cryptographic tokens, digital tokens or cryptographic currency (collectively, “Digital Currency”). BingX does not provide fiat trading capabilities on as part of the Services. BingX functions as a trading platform provider and not as a buyer or seller in trades made between traders. Users must sign up and open an account with BingX as further set forth in Section 5 below and deposit digital assets prior to commencement of trading. Traders may request the withdrawal of their digital assets, subject to the limitations as stated in these Terms.

Community Service: BingX provides you with community communication services. You can copy the users you are interested in, express your views and opinions in the community, and participate in interactions such as Likes. BingX strives to maintain the accuracy of information posted on the Services however it cannot and does not guarantee the accuracy, suitability, reliability, completeness, performance or fitness for any purpose of the content made available through the Services, and will not be liable for any loss or damage that may arise directly or indirectly from your use of such content. Information on the Services can be subjected to change without notice and is provided for the primary purpose of facilitating users to arrive at independent decisions. BingX does not provide investment or advisory advice and will have no liability for the use or interpretation of information as stated on the Services or other communication mediums. All users of the Services must understand that there are risks involved in trading in Digital Currencies. BingX encourages all users to exercise prudence and trade responsibly within their own means.

5. BingX Account Creation & Requirements

5.1 Account Creation

All users of the Services (each, a “User”) must create a BingX account (an “Account”) at (<https://uk.bingx.com/register/>) before using the Services. To create an Account, you must provide your real name, email address and password, as well as accept the Terms of Use, Privacy Policy and Consent Form. BingX may, in its sole discretion, refuse to open an account for you. You agree to provide complete and accurate information when opening an Account and agree to promptly update any information you provide to BingX so that such information is complete and accurate at all times. Each account creation is for a single user only and each User (including with respect to any User that is a business or legal entity) may only maintain one active Account with BingX.

5.2 User Identity Verification

By creating an account on BingX, you agree to share personal information requested for the purposes of identity verification. This information is used specifically for the detection of money laundering, terrorist financing, fraud and other financial crimes on the BingX platform. We will collect, use and share this information in accordance with our posted Privacy Policy. In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of such information for the lifetime of your account plus 5 years beyond account closing. You also authorise us to make inquiries, either directly or through third parties, that are deemed necessary to verify your identity or to protect you and/or us against financial crimes such as fraud.

The identity verification information we request may include, but is not limited to, your: Name, Email Address, Contact Information, Telephone Number, Username, Government Issued ID, Date of Birth and other information collected at the time of account creation. In providing this

required information, you confirm that it is accurate and authentic, and that the documents are a true reflection of your primary physical country of residence. In this regard, BingX reserves the right in its absolute discretion to reject any applicant who provides ID documents that evidence, indicate or confirm that he/she is using some form of digital and/or virtual government residency/identification from any country that allows the issuance of such residency/identification. BingX further reserves the right to keep confidential the list of such countries and amend or alter such list as and when it deems fit without requiring permission or approval from any third parties, nor shall it be required to divulge this list to any party, applicant or user unless lawfully compelled to do so by a competent authority. After account creation, you must guarantee that the information is truthful, complete and updated in a timely manner with any changes. If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, BingX shall have the right to send you a notice to demand corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services to you. You shall be solely and fully responsible for any loss or expenses incurred during the use of BingX Service if you cannot be reached through the contact information provided. You hereby acknowledge and agree that you have the obligation to keep all information provided up to date if there are any changes.

BY SIGNING UP FOR AN ACCOUNT YOU HEREBY AUTHORIZE BingX TO MAKE INQUIRIES, WHETHER DIRECTLY OR THROUGH THIRD PARTIES, THAT BingX CONSIDERS NECESSARY TO VERIFY YOUR IDENTITY OR PROTECT YOU AND/OR BingX AGAINST FRAUD OR OTHER FINANCIAL CRIMES, AND TO TAKE ACTION BingX REASONABLY DEEMS NECESSARY BASED ON THE RESULTS OF SUCH INQUIRIES. YOU ALSO ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL INFORMATION MAY BE DISCLOSED TO CREDIT REFERENCE AND FRAUD PREVENTION OR FINANCIAL CRIME AGENCIES AND THAT THESE AGENCIES MAY RESPOND TO OUR INQUIRIES IN FULL.

5.3 Account Usage Requirements

Accounts can only be used by the person whose name they are registered under. BingX reserves the right to suspend, freeze or cancel accounts that are used by persons other than the persons whose names they are registered under. You shall immediately notify BingX if you suspect or become aware of unauthorized use of your user name and password. BingX will not be liable for any loss or damage arising from any use of your Account by you or by any third party (whether or not authorized by you).

Users can modify their nicknames on BingX with the rules as follows: Modification can be set once after 180 days since account creation. Each new modification requires another 180 days. Note: Users can apply for modification online when they have met some conditions.

5.4 Account Security

BingX strives to maintain the safety of those user funds entrusted to us and has implemented industry standard protections for the Services. However, there are risks that are created by

individual User actions. You agree to consider your access credentials such as user name and password as confidential information and not to disclose such information to any third party. You also agree that you alone are responsible for taking necessary safety precautions to protect your own account and personal information.

You shall be solely responsible for the safekeeping of your BingX account and password on your own, and you shall be responsible for all activities under Account. BingX will not be responsible for any loss or consequences of authorized or unauthorized use of your Account credentials including but not limited to information disclosure, information posting, consent to or submission of various rules and agreements by clicking on the website, online renewal of agreement, etc.

By creating an Account, you hereby agree that:

- (i) you will notify BingX immediately if you are aware of any unauthorized use of your BingX account and password by any person or any other violations to the security rules;
- (ii) you will strictly observe the security, authentication, dealing, charging, withdrawal mechanism or procedures of the website/service;
- (iii) you will log out from the website by taking proper steps at the end of every visit; and
- (iv) The proceeds gained from impersonation will be regarded as illegal income. BingX is not responsible for any losses caused thereby.

6. Guidelines for Usage of the Services

6.1 License

Subject to your continued compliance with the express terms and conditions of these Terms, BingX provides to you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use the Services on your computer or other internet compatible device for your personal, internal use only. You are not permitted to use the Services for any resale or commercial use including to place trades on behalf of another person or entity. All such use, and any use contrary to the restrictions in clause 6.2 below, is expressly prohibited and shall constitute a material violation of these Terms. The content layout, formatting, and features of and access privileges for the Services are provided to you by BingX in its sole and absolute discretion and may be withdrawn or suspended at any time without providing you with any reason whatsoever. You hereby acknowledge and agree (without prejudice to the generality of any other waiver or forbearance set out herein) that any loss or damage howsoever suffered as a result of this withdrawal or suspension of account, services or privileges shall be solely borne by yourself without recourse to BingX. All rights not expressly granted under these Terms are hereby reserved. Accordingly, you are hereby prohibited from using the Services in any manner that is not expressly and unambiguously authorized by these Terms.

These Terms provide only a limited license to access and use the Services. Accordingly, you hereby agree that BingX transfers no ownership or intellectual property interest or title in and to the Services or any BingX intellectual property to you or anyone else in connection with your use of the Services. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of any content contained on or available through the Services are exclusively owned, controlled, and/or licensed by BingX or its members, parent(s), licensors, or affiliates.

BingX will own any feedback, suggestions, ideas, or other information or materials regarding BingX or the Services that you provide, whether by email, through the Services or otherwise (“Feedback”). You hereby assign to BingX all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

6.2 Restrictions

When you use the Services you agree and covenant to observe the following:

All the activities that you carry out during the use of the Services will be in compliance with the requirements of applicable laws, regulations, as well as the various guidelines of BingX.

Your use of the Services will not be in violation of public interests, public ethics or other’ s legitimate interests including taking any action that would interfere with, disrupt, negatively affect, or inhibit other Users from using the Services.

You agree not to use the Services for engaging in market manipulation, fraudulent trading, taking advantage of unpublished material information or any other activities that constitutes unfair trading in BingX's sole discretion (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, rat or other kinds of insider trading and spoofing or layering regardless of whether prohibited by law).

The following commercial uses of BingX data is prohibited unless written consent from BingX is granted:

- Exchange services that use quotes or order book information from BingX.
- Data feed or data stream services that make use of any market data from BingX.
- Any other websites/apps/services that charge for, or otherwise commercially monetize (including through advertising or referral fees), market data obtained from BingX.

You may not modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in,

create derivative works of, or otherwise exploit the Properties, or any portion of the Properties without BingX' s prior written consent.

You may not (i) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Properties or in any way reproduce or circumvent the navigational structure or presentation of the Services to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Services, (ii) attempt to gain unauthorized access to any portion or feature of the Properties or any other systems or networks connected to the Services or to any BingX server or to any of the services offered on or through the Services, by hacking, password "mining," or any other illegitimate or prohibited means, (iii) probe, scan, or test the vulnerability of the Services or any network connected to the Properties, nor breach the security or authentication measures on the Services or any network connected to the Services, (iv) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Services, (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or BingX' s systems or networks or any systems or networks connected to the Services, (v) use any device, software, or routine to interfere with the proper working of the Services or any transaction conducted on the Services, or with any other person's use of the Services, (vi) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to the Services, or (vii) use the Services in an unlawful manner.

By accessing the Service, you agree that BingX shall have the right to investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions to apply relevant rules without receiving your consent or giving prior notice to you. Examples of such actions include, but are not limited to:

- (i) block, close and/or cancel the relevant orders, whether executed or not (including opening or closing orders)
- (ii) freezing your account
- (iii) reporting the incident to authorities
- (iv) publishing the alleged violations and actions that have been taken
- (v) deleting any information you published that is in violation
- (vi) suspend or terminate the services
- (vii) request compensation for any losses so caused to BingX.

7. Orders and Service Fees

7.1 Orders

Upon placing an instruction to effect a trade using the Services (an “Order”), your Account will be updated to reflect the open Order and your Order will be included in BingX’ s order book for matching with Orders from other Users. If all or a portion of your Order is matched with another User, the Services will execute an exchange (a “Trade”). Upon execution of a Trade, your Account will be updated to reflect that the Order has either been closed due to having been fully executed, or updated to reflect any partial fulfillment of the Order. Orders will remain open until fully executed or cancelled in accordance with subsection (7.2) below. For purposes of effectuating a Trade, you authorize BingX to take temporary control of the Digital Currency that you are disposing of in the Trade.

7.2 Cancellations

You may only cancel an order initiated via the Services if such cancellation occurs before your Order has been matched with an Order from another user. Once your Order has been matched with an Order from another user, you may not change, withdraw, or cancel your authorization for BingX to complete such Order. If any order has been partially matched, you may cancel the unmatched portion of the Order unless and until the unmatched portion has been matched. BingX reserves the right to refuse any cancellation request associated with an Order after you have submitted such Order. If you have an insufficient amount of Digital Currency in your Account to fulfill an Order, BingX may cancel the entire Order or may fulfill a partial Order that can be covered by the Digital Currency in your Account (in each case after deducting any fees payable to BingX in connection with the Trade as described in subsection (7.3) below).

7.3 Fees

You agree to pay BingX the fees set forth at <https://support.bingx.com/hc/articles/360027240173> which may be updated from time to time in BingX’ s sole discretion. Any such updated fees will apply prospectively to any trades or other transactions that take place following the effective date of such updated fees. You authorize BingX to remove any amounts from your Account for any applicable fees owed by you under these Terms. Should there be insufficient balance in your Account to deduct any fees due and owing to BingX under this provision, you agree that you shall forthwith deposit such amount into your Account as soon as possible (and in no event later than three (3) working days after such fees become payable) as to enable BingX to deduct the appropriate fees. Failure to do so will entitle BingX at its own absolute discretion to suspend, close or cancel the Account and treat the unpaid fees as a debt owing by you to BingX and thereby an amount recoverable from you by any legal means available to BingX. Any interest on unpaid fees, as well as any and all costs and charges arising from the recovery actions of unpaid fees, shall be solely borne by you and payable to BingX on an indemnity basis.

8. Futures Trading

8.1 Risks

Futures Trading are highly risky. As a futures trader, you acknowledge and agree that you shall access and use the margin trading and borrowing service at your own risks:

- Trading markets are extremely volatile and shift quickly in terms of liquidity, market depth, and trading dynamics. The use of leverage can work against you as well as for you and can lead to large losses as well as gains.
- Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, there is insufficient liquidity in the market or due to technical issues on BingX.
- Placing contingent orders will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.
- There is no guaranteed measure against losses on futures trading. As a borrower, you may sustain a total loss beyond what you have deposited to your contract account.

8.2 To enter into Futures Trading

- You represent and warrant that you are not either from the US, nor on any trade or economic sanctions lists, such as designated as a “Specially Designated National” by OFAC (Office of Foreign Assets Control of the U. S. Treasury Department).
- You should fully understand the risks associated with the futures trading and lending and solely responsible and liable for any and all trading and non-trading activity on your BingX account. Do not enter into a transaction or invest in funds that are above your financial abilities.
- You are solely responsible and liable for knowing the true status of any position, even if presented incorrectly by BingX at any time.
- You agree to maintain in your BingX futures account a sufficient amount of blockchain assets required by BingX for users to engage in futures trading and return your loan in full timely. Failure to maintain a sufficient amount of assets or fail to return outstanding loan duly can result in the forced-liquidation of assets in your futures account.
- BingX cannot guarantee to stop losses even with the ability to force-liquidate any of your positions. If, after your positions are liquidated, your assets are insufficient to cover the outstanding loan, you are still responsible for any additional assets shortfall.
- BingX may, in its sole discretion, perform measures to mitigate potential losses to you on your behalf, including, but not limited to, transferring balances from your contract to your exchange account and/or from your exchange to your futures account.
- During BingX system maintenance, you agree that you are solely responsible and liable for managing your futures account under risk, including but not limited to, keep or close your position and repay your loan.

- You agree that you conduct all trading, futures trading and/or borrowing on your own account and claim full responsibility for your activities. BingX does not take any responsibility for any loss or damage incurred as a result of your use of any services or your failure to understand the risks involved associated with assets use generally or your use of our services.
- You are aware that on liquidation, all open orders are immediately cancelled. You may lose all your positions and all the funds in your contract account. If BingX cannot close all the positions on liquidation, the insurance fund and / or counterparty-liquidation will take effect. BingX takes every possible step to avoid counterparty liquidation to minimize the potential impact of any counterparty liquidation when it does occur. Unfortunately, due to the volatility in the Crypto markets, and the high leverage offered to clients, it is not possible to fully avoid this possibility. In order to provide the best possible client experience, BingX are striving to keep counterparty liquidations to an absolute minimum.
- Due to network delay, computer system failures and other force majeure, which may lead to delay, suspension or deviation of BingX service execution, [BingX.com](https://www.bingx.com) will use commercially reasonable effort to ensure but not promise that BingX service execution system run stably and effectively. [BingX.com](https://www.bingx.com) does not take any responsibility if the final execution doesn't match your expectations due to the above factors.

8.3 Prohibited Trading Matters

Users are forbidden to use multiple accounts and devices for illegal arbitrage (including but not limited to earning trading fees, commissions, bonuses, hedging, etc.) The platform will take corresponding measures for users who have been detected to be illegally arbitraging in the system. Measures include (but not limited to) restricting accounts, freezing assets, restricting logins, requesting KYC, and more.

To ensure the normal trading experience of ordinary users, the platform reserves the right to exercise the following measures for users who are detected by the system to use ultra-short-term trading (ultra-short-term frequent opening and closing positions):

- Immediately terminate your account and your access to the Services.
- Invalidate all trading that constitute ultra-short-term trading activities (i.e. process trading as if it never occurred).
- According to our current market price, close all trading that constitutes ultra-short-term trading activities.
- Increase your position time (that is, you can only close the position after a period of time).

BingX strictly prohibits unfair trading behaviors. If you use BingX with the following behaviors, BingX reserves the right to take any measures as it sees fit over your account at its own discretion:

- Participate in price manipulation or any other malicious market behavior
- Exploit any vulnerabilities of this Service or other unreasonable means to harm the interests of other users or BingX.
- Participate in any other activities that BingX deems harmful to the market.

Users who have signed up for an account with BingX and completed KYC, and who are either professional broker/dealers or employees of such a broker/dealers under their respective in-country laws and regulations, shall no later than 24 hours notify BingX in writing of such status. Failure to do so will result in indefinite suspension or closure of their account(s) as well as confiscation of all assets and trading profits from any user activity. Users will continue to be liable for loss and damage suffered by BingX due to the user's breach of any professional ethics or licensing regulations by continued use of the account without proper and necessary disclosure.

Where BingX discovers and/or has information that a user has, through illegal or fraudulent means including but not limited to providing/submitting fake or forged documents, signed up for one or multiple accounts within BingX including any account (s) using legitimate documents, BingX hereby reserves the absolute right to close or suspend any main or duplicate accounts obtained by such fraudulent means and confiscate all assets as well as trading profits from any user activity, as well as block the legitimate account(s) from further activity for as long as the platform deems fit.

BingX strictly prohibits users from cracking the interface protocol and trading the program API (except for the platform's public API interface files). Once discovered, the platform reserves the right to exercise the following measures:

- prohibit making orders permanently or within a certain time.
- deem all API transaction orders as invalid (i.e., treat the transaction as if it never occurred).
- close all API transaction orders based on our current market prices.

8.4 Community Rules

In order to maintain the order of the BingX community and better protect the legal rights of BingX users, the BingX platform has formulated these rules in accordance with the existing laws and regulations and combined with the characteristics of the BingX community. The BingX platform is responsible for the final interpretation and enforcement of these rules.

8.4.1 Basic Rules

The information you post on BingX or use of the services of BingX must comply with the relevant local laws and regulations. You shall not, on BingX or use the services of BingX to, make, copy, post or disseminate the following information.

- Violates the basic principles established by the Constitution.
- Endangers national security, reveals state secrets, and damages national honor and interests.

- Disseminates rumors, disturbs social order and disrupts social stability.
- Disseminates obscenity, pornography, gambling, violence, terror or abets crime.
- Insults or defames others and infringes on their legitimate rights and interests.
- Incites illegal assemblies, associations, processions, demonstrations and gatherings to disrupt social order.
- Acts in the name of illegal civil organizations.
- Contains other content prohibited by laws or administrative regulations.
- Harassing information, advertising and spam, or content containing any sexual or sexually explicit content.
- Rumors, false information or other content containing untrue information.
- Any other content that violates public order and morality, social morality, or interferes with the normal operation of the BingX platform.

8.4.2 Definition of Non-Compliance

A. Illegal and Non-Compliant Behavior

Post of information on firearms and ammunition, controlled knives, explosives and other related prohibited items. During the use of the BingX platform, users are prohibited from posting any content related to prohibited items such as firearms and ammunition, crossbows and arrows, controlled knives and explosives, including but not limited to comments, pictures, videos and websites related to the manufacture, assembly, disassembly, trading, transportation of firearms and ammunition, crossbows and arrows, controlled knives and explosives, etc.

Post of information on the manufacture and selling of counterfeit goods. During the use of the BingX platform, users are prohibited from posting any comments, pictures, videos and websites related to the manufacture and selling of counterfeit goods, including but not limited to counterfeit money, certificates, invoices, bank cards, ID cards, student ID cards, etc.

Post of pornographic information. During the use of the BingX platform, users are prohibited from posting vulgar and pornographic comments, pictures, videos, links and other content, including but not limited to vulgar and pornographic comments, explicit or over-exposed pictures, pornographic website URLs, online solicitation information and other illegal content.

Post of information on gambling. During the use of the BingX platform, users are prohibited from posting comments, pictures, videos and websites containing gambling and lottery information, including but not limited to illegal content such as online gambling, Mark Six, soccer and horse racing betting, game gambling, and addresses of gambling casinos.

Post of drug-related information. During the use of the BingX platform, users are prohibited from posting any comments, pictures, videos, or websites that involve the production, trafficking, sale, or use of drugs.

Post of violent, bloody, violent, terrorist and cult-related information. During the use of the BingX platform, users are prohibited from posting any comments, pictures, videos and websites that involve violence, gore, violence and terrorism, and that promote cults and feudalistic superstitions.

Post of sensitive political information and reactionary comments. During the use of the BingX platform, users are required to maintain rational and restrained when posting political opinions, to abide by relevant local laws and regulations. Users are prohibited from posting comments, pictures, videos and other content that demean, vilify or attack national policies, parties and national leaders and their relatives.

Post of content that undermines national unity and social stability, damages national interests or even endangers national security. During the use of the BingX platform, users are prohibited from posting any content that is suspected of undermining the national religious policy, national unity, social stability, harming national interests or endangering national security.

Post of any other dangerous information.

B. Personal Attacks

BingX Platform does not support any personal attacks, abusive language, verbal abuse, or other statements involving personal attacks (including paronomasia) against users, including but not limited to:

Posting content that insults, abuses, attacks or disrespects BingX Platform users, including but not limited to feeds, comments, private messages, etc.

Insulting, abusing, attacking or disrespecting articles, comments, answers, or website links posted by other users on BingX.

Inducing, inciting, instigating users to isolate, attack, human flesh search other users, etc.

Posting content that maliciously discloses privacy or violates the legal rights of others.

Harassing, defaming, intimidating or threatening BingX platform users, or posting other content that has a serious impact on other users on BingX.

Posting content that discriminates against, insults, or attacks others on the basis of race, religion, ethnicity, region, gender, age, sexual orientation, physical characteristics, or other identity or categorization.

Posting content that attacks celebrities, company executives, state officials, etc.

Verbal obscenities against BingX platform users.

C. Advertising and Marketing Information

Users are prohibited from posting content that affects user experience or disrupts the order of the BingX platform, or conducting related behaviors for the purpose of promotion and exposure, including but not limited to:

Repeatedly posting spam advertisements that include the sale of products (including physical and virtual goods), the provision of services, promotion, etc.

Creating and paying ghostwriter accounts to post content that disrupts the order of the BingX platform; creating false prosperity through false interactions with ghostwriter and fake accounts to induce and mislead users.

Malicious marketing by illegal means that seriously affect the user experience, including but not limited to: unregulated reproduction of other people's content with promotional marketing content added; publishing malicious marketing content containing deceptive content, such as forged experience, fake identity, etc.; inducing users to forward, promote a certain product or service, or post repeated content by promising to give certain benefits, without the official permission of BingX.

Conducting Initial Coin Offerings (ICO) on BingX.

Post any commercial promotional images, text, links, QR codes or other advertisements without the permission of the BingX platform; Posting information that includes gambling, lottery, collection and fundraising information, including but not limited to public welfare fundraising, crowdfunding, begging, and religious collection or fundraising information.

Buying, selling, transferring or renting any BingX account without permission.

D. Other Violations

Malicious use of BingX features that affects user experience, endangers the security of the BingX platform and harms the rights of others, mainly in the following ways:

Creating a large number of ghostwriters and fake robot accounts.

Using BingX avatars, nicknames, and profiles to spread content that violates laws and regulations and the BingX community rules.

Impersonating others, implying through personal information such as avatars and user names that you represent or are associated with other people or organizations, including but not limited to malicious imitation, impersonating state agencies, enterprises and institutions, listed companies and their executives, other users, BingX platform official or BingX staff members.

Repeatedly posting content that disrupts user experience, both individually and by group action.

Posting vulgar, nasty, disrespectful, profanity-laden or other offensive comments. BingX reserves the right to delete and block the related content and accounts.

Inducing, inciting, and instigating other users to post false comments, like or re-post content through feeds, comments and private messages; inducing users to make personal attacks on or human flesh search other users, etc.

Posting potentially dangerous content, such as phishing sites, Trojan Horses, unsafe sites, etc.

Plagiarizing other people's articles without indicating the original author and source.

Theft or fraudulent use of other people's pictures to deceive replies and likes.

Creating ghostwriter and fake robot accounts to participate in BingX events. Once noticed, BingX will delete the content, ban the account, cancel relevant privileges, restrict withdrawals and even delete the account.

Stealing BingX platform data through robot crawlers (if you have data needs, please contact BingX platform official for business cooperation). Once noticed, BingX will block the IP, cancel relevant privileges and even delete the related accounts.

Post comments and arguments that are completely unrelated to the content of the post or news.

Attacking the BingX platform; Insulting, ridiculing or indirectly inciting or misleading other users, which has a negative impact on BingX.

E. Penalties

Restricted display: blocking.

Delete Post: The posts, article and comments that are inappropriate or violate the rules will be deleted.

Delete avatar, nickname, profile: Offensive avatars, nicknames and profiles will be forcibly deleted.

Ban: If an Account is banned, the Account can not perform any operations other than browsing the content, including not posting, modifying, deleting posts, editing user information, and sending private messages and comments.

Delete Account: If an account is deleted, the user will no longer be able to use that Account to log in to the BingX platform.

Repeat offenders: Usually, users who violate BingX community rules will be blocked, banned or deleted depending on the severity of the situation. If the same user violates the rules multiple times, the penalty will be increased.

9. Liability

9.1. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICES, THE BingX MATERIALS AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF BingX ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND BingX EXPRESSLY DISCLAIMS, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, BingX DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE

SERVICES OR BingX MATERIALS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BingX DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT BingX WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL CURRENCY PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, (C) INTERRUPTION IN ANY SUCH DATA AND (D) ANY DAMAGES INCURRED BY ANOTHER USER'S ACTIONS, OMISSIONS OR VIOLATION OF THIS AGREEMENT.

THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

9.2 Disclaimer of Damages and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BingX, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESS OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF BINGX AND ITS AFFILIATES, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF BINGX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF BINGX'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL THE LIABILITY OF BingX, ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF OR IN CONNECTION THE SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF BINGX OR ITS AFFILIATES WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO BINGX UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

9.3 Indemnification

You agree to indemnify and hold harmless BingX, its affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, the Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of the Service. If you are obligated to indemnify BingX, its affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to this clause, BingX will have the right, in its sole discretion, to control any action or proceeding and to determine whether BingX wishes to settle, and if so, on what terms.

10. Announcements

Please be aware that all official announcements, news, promotions, competitions and airdrops will be listed on BingX official website where we urge all users to refer to regularly. BingX will not be held liable or responsible in any manner of compensation should users incur personal losses arising from ignorance or negligence of the announcements.

11. Termination of Agreement

You agree that BingX shall have the right to immediately suspend your account (and any accounts beneficially owned by related entities or affiliates), freeze or lock the funds in all such accounts, and suspend your access to BingX for any reason including if it suspects any such accounts to be in violation of these Terms, our Privacy Policy, or any applicable laws and regulations. You agree that BingX shall not be liable to you for any permanent or temporary modification, suspension or termination of your Account or access to all or any portion of the Services. BingX shall have the right to keep and use the transaction data or other information related to such accounts. The above account controls may also be applied in the following cases:

The account is subject to a governmental proceeding, criminal investigation or other pending litigation.

We detect unusual activity in the account.

We detect unauthorized access to the account.

We are required to do so by a court order or command by a regulatory/government authority.

In case of any of the following events, BingX shall have the right to directly terminate this agreement by canceling your Account, and shall have the right to permanently freeze (cancel) the authorizations of your account on BingX and withdraw the corresponding BingX Account thereof:

- after BingX terminates services to you.
- you allegedly sign up or sign up in any other person's name as BingX user again, directly or indirectly;
- the information that you have provided is untruthful, inaccurate, outdated or incomplete;
- when these Terms are amended, you expressly state and notify BingX of your unwillingness to accept the amended Terms;
- you request that the Services be terminated; and any other circumstances where BingX deems it should terminate the services.

Should your Account be terminated, the Account and transactional information required for meeting data retention standards will be securely stored for 5 years. In addition, if a transaction is unfinished during the Account termination process, BingX shall have the right to notify your counterparty of the situation at that time. You acknowledge that a user initiated account exit (right to erasure under GDPR or other equivalent regulations) will also be subjected to the termination protocol stated above.

If BingX receives notice that any funds held in your Account are alleged to have been stolen or otherwise are not lawfully possessed by you, BingX may, but has no obligation to, place an administrative hold on the affected funds and your Account. If BingX does place an administrative hold on some or all of your funds or Account, BingX may continue such hold until such time as the dispute has been resolved and evidence of the resolution acceptable to BingX has been provided to BingX in a form acceptable to BingX. BingX will not involve itself in any such dispute or the resolution of the dispute. You agree that BingX will have no liability or responsibility for any such hold, or for your inability to withdraw funds or execute trades during the period of any such hold.

a. Remaining funds after Account termination

Except as set forth in subsection (b) below, once the Account is closed/withdrawn, all remaining balance (which includes charges and liabilities owed to BingX) on the account will be payable immediately to BingX. Upon payment of all outstanding charges to BingX (if any), the User will have 5 business days to withdraw the original amount(s) deposited into the Account (which, for the sake of avoiding any doubt, is net of any trading losses incurred prior to the termination of the account, whether or not reflected in the Account balance at the time of termination). The User shall not be entitled to any net trading profits which shall be forfeited by BingX accordingly. Should the balance in the Account upon termination be less than the original deposited amount, due but not limited to trading losses or earlier withdrawals, the User shall only be entitled to withdraw the lesser existing amount and shall have no recourse whatsoever against BingX for the balance under any circumstances.

b. Remaining funds after Account termination due to fraud, violation of law, or violation of these terms

BingX maintains full custody of the funds and User data/information which may be turned over to governmental authorities in the event of Account suspension/closure arising from fraud investigations, violation of law investigations or violation of these Terms.

12. No Financial Advice

BingX is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities effected by you using the Services. No communication or information provided to you by BingX is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. All trades are executed automatically, based on the parameters of your order instructions and in accordance with posted trade execution procedures, and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation. BingX does not recommend that any Digital Currency should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any Digital Currency, you should conduct your own due diligence and consult your financial advisors before making any investment decision. BingX will not be held responsible for the decisions you make to buy, sell, or hold Digital Currency based on the information provided by BingX.

13. Compliance with Local Laws

It is the responsibility of the User to abide by local laws in relation to the legal usage of BingX in their local jurisdiction. Users must also factor, to the extent of their local law all aspects of taxation, the withholding, collection, reporting and remittance to their appropriate tax authorities. All Users of BingX and any of its services acknowledge and declare that the source of their funds come from a legitimate manner and are not derived from illegal activities. BingX maintains a stance of cooperation with law enforcement authorities globally and will not hesitate to seize, freeze, terminate the account and funds of Users which are flagged out or investigated by legal mandate.

14. Privacy Policy

Access to the Services will require the submission of certain personally identifiable information. Please review BingX's Privacy Policy found at <https://support.bingx.com/hc/articles/360034388413> for a summary of BingX's practices related to the collection and use of personally identifiable information.

15. RESOLVING DISPUTES: FORUM, ARBITRATION, CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY, AS IT INVOLVES A WAIVER OF CERTAIN RIGHTS TO BRING LEGAL PROCEEDINGS.

- a. Notification of Dispute. Please contact BingX first! BingX wants to address your concerns without resorting to formal legal proceedings. Before filing a claim, you agree to try to resolve the dispute informally by contacting BingX first through BingX official website.
- b. Agreement to Arbitrate. You and BingX agree to resolve any claims relating to this Agreement (including any question regarding its existence, validity, termination, or any services or products provided and any representations made by us) through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below. You agree to first give us an opportunity to resolve any claims by contacting us as set forth in subsection (a) above. If we are not able to resolve your claims within 60 days of receiving the notice, you may seek relief through arbitration or in the Small Claims Tribunals of Singapore ("SCT"), as set forth below.
- c. Arbitration Procedure. Either you or BingX may submit a dispute (after having made good faith efforts to resolve such dispute in accordance with subsections (a) and (b) above) for final, binding resolution by arbitration under the arbitration rules of the Singapore International Arbitration Centre ("SIAC"), which are deemed to be incorporated by reference. The arbitration tribunal shall consist of a sole arbitrator to be appointed by the President of SIAC. The language of the arbitration hearings shall be English and the seat, or legal place, of arbitration shall be Singapore. Judgment on any arbitral award may be entered in any court having jurisdiction over the party (or the assets of the party) due and owing such award.
- d. Exceptions. Either party may instead choose to assert the claims in the SCT if the claims fall within the jurisdiction of the SCT, and either party may seek injunctive relief or other urgent equitable relief in a court of competent jurisdiction. However, for the avoidance of doubt, where the claims fall outside of the jurisdiction of the SCT, the claims will be referred to and finally resolved by SIAC arbitration.
- e. Notice. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claims to support@bingx.com. If we request arbitration against you, we will give you notice at the email address or street address you have provided. SIAC Rules and filing instructions are available at <http://www.siac.org.sg/our-rules> or by calling +65 6713 9777.

16. Miscellaneous

- a. Independent Parties. BingX is an independent contractor and not an agent of you in the performance of these Terms. These Terms not to be interpreted as evidence of an association, joint venture, partnership, or franchise between the parties.
- b. Entire Agreement. These Terms constitute the entire agreement between the parties regarding use of the Services and will supersede all prior agreements between the parties

whether, written or oral. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of these Terms.

c. Force Majeure. BingX will not be liable for any delay or failure to perform as required by these Terms because of any cause or condition beyond BingX's reasonable control.

d. Severability. If any portion of these Terms are held invalid or unenforceable, such invalidity or enforceability will not affect the other provisions of these Terms, which will remain in full force and effect, and the invalid or unenforceable portion will be given effect to the greatest extent possible.

e. Assignment. You may not assign or transfer any right to use the Services or any of your rights or obligations under these Terms without prior written consent from us, including by operation of law or in connection with any change of control. BingX may assign or transfer any or all of its rights or obligations under these Terms, in whole or in part, without notice or obtaining your consent or approval.

f. Waiver. The failure of a party to require performance of any provision will not affect that party's right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms or any provision of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

g. Third-Party Website Disclaimer. Any links to third-party websites from the Services does not imply endorsement by BingX of any products, services or information presented therein, nor does BingX guarantee the accuracy of the information contained on them. In addition, since BingX has no control over the terms of use or privacy practices of third-party websites, you should read and understand those policies carefully.

h. Contact Information. For more information on BingX, you can refer to the company and license information found on the website. If you have questions regarding this agreement, please feel free to contact BingX for clarification via our Customer Support team at <https://uk.bingx.com/>

17. Language of Use

This Customer Agreement may be published in different languages. In case of any discrepancy, please refer to the English version.