

Terms of Service

You should read these terms of service carefully. By viewing this website and/or accessing or using the services, you agree to be legally and unconditionally bound by these terms of service. If you have any questions about these terms of service, you should contact the BitMEX Support Team.

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1. Introduction

1.1. These Terms of Service apply to your (collectively, "**you**" or "**your**") access to and use of our Website(s) (including <https://www.bitmex.com> and its subdomains) and the Services provided by HDR Global Trading Limited (the "**Company**"), a company incorporated in the Republic of Seychelles with a company number of 148707 (collectively, "**HDR**", "**BitMEX**", "**we**", "**our**" or "**us**").

1.2. BitMEX ceased exchange operations on 23 September 2026 (the "**Closure Date**"). Following the Closure Date, these Terms of Service govern the post-closure Services available to existing Account holders, which are limited to: (a) accessing your Account to view your wallet balance and transaction history; and (b) submitting a Withdrawal request. No new Accounts may be opened. No trading or deposit services are available. These Terms of Service should be read in the context of the Closure Date and the cessation of BitMEX exchange operations.

1.3. Where you act on behalf of a corporation, partnership, firm or organisation, references in these Terms of Service to "**you**" mean the corporation, partnership, firm or organisation.

2. General Terms

2.1. When you access and/or use the Website and any of our Services, you represent, warrant and undertake that you will not:

a) carry out any activity that:

i) involves proceeds from any illegal or unlawful activity (including, but not limited to, activities relating to money laundering or terrorism financing);

- ii) publishes, distributes or disseminates any illegal or unlawful material or information; or
 - iii) otherwise violates, or could violate, any Applicable Law;
- b) attempt to undermine the security or integrity of our computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems or networks;
- c) use, or misuse, the Services in any way which may impair the functionality of the Services or other systems used to deliver the Services or impair the ability of any other user to use the Services;
- d) attempt to gain unauthorised access to the systems on which the Services are hosted (including, without limitation, any hardware and software operated by us or by third parties for us) or to any materials other than those which you have been given express permission to access;
- e) transmit or input any files that may:
- i) damage any other person's computing devices or software; or
 - ii) contain material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use);
- f) attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse-engineer any computer programs used to deliver or operate any of the Services except as is strictly necessary for normal operation; and
- g) attempt to or access the source code or object code or utilise the Services in any manner to enable you to offer a competing product or service,
- (collectively, the "**General Obligations**").

2.2. We do not act as your agent, broker, adviser, trustee or fiduciary in any capacity. These Terms of Service do not create any partnership, joint venture, joint enterprise or similar business relationship with you. None of the Services amounts to and no communication or information provided to you shall be deemed or construed to be investment or financial advice. We have no obligation to, and shall not, provide you with any legal, tax, accounting or other advice. You should conduct your own due diligence and consult an independent adviser where appropriate.

2.3. No information or material provided on any Website or through our Services shall be construed as a promotion of the Services. You will make your own independent decision to access and/or use the Services.

2.4. References in these Terms of Service to 'Account' mean each of your Accounts opened with us, as applicable.

3. Services

3.1. We may provide Services which you can access and/or use, with such features, rights and privileges and on such terms and conditions as we may specify. Any such terms and conditions may be set out through any means we consider appropriate, including as an annex to these Terms of Service. Such terms and conditions will be incorporated by reference into and supplement these Terms of Service. We have the right to amend any terms and conditions on which the Services are offered at our sole and absolute discretion and without prior Notice. In the event of a conflict between the Terms of Service and the terms and conditions of the Services, the terms and conditions of the Services shall prevail (unless expressly stated otherwise).

3.2. We may introduce new Services, or vary, suspend, withdraw or cease to provide any or all of the Services. We will endeavour to give you reasonable prior Notice before we vary, suspend, withdraw or cease to provide any of the Services but retain the right to do so without prior Notice to you. We shall not be liable for any losses or damages as a result of:

- (i) varying, suspending, withdrawing or ceasing to provide access to and use of any of the Services or

- (ii) amending any terms and conditions on which the Services are provided.

3.3. In order to access certain Services, you will need an Account and be granted certain features, rights and privileges.

3.4. We shall make reasonable efforts to ensure that the Services are available. However, access to the Services may be disrupted from time to time due to necessary maintenance, technical issues, network and system overloads or other events (whether within or outside of our control). We will use commercially reasonable efforts to avoid downtime of the Services, but assume no liability (whether for trading-related losses or otherwise) if the Services or any part thereof are unavailable at any time or for any period.

3.5. We may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services in certain markets or jurisdictions. Our current policies on the availability of Services in specified markets and jurisdictions can be found on our Website. We may amend these policies from time to time at our sole and absolute discretion without prior Notice to you.

3.6. We have the right to implement or impose (or vary) any restrictions and limitations on access to and use of the Services in our sole and absolute discretion. We may also implement or impose (or vary) restrictions and limitations on the access to and use of the Services specifically in relation to your Account. We may implement, impose or amend these restrictions and limitations at our sole and absolute discretion without prior Notice to you.

4. Account

4.1. In order to access and use certain Services , you will need to have an Account. You do not need an Account to access and use the publicly available portion of the Website(s).

4.2. If you are an Individual User, your Account will be designated as an "Individual Account". If you are a Corporate User, your Account will be designated as a "Corporate Account". We may from time to time introduce different tiers or classes of Accounts, along with respective features, terms, obligations privileges and/or rights.

5. Account Eligibility

5.1. To hold an Account and to access or use any of the Services , you must satisfy all of the following eligibility criteria ("**Individual Eligibility Criteria**"):

- a) you must be at least 18 years old and above the legal age of majority in your relevant jurisdiction(s);
- b) the entry into and performance of, and the obligations contemplated by, these Terms of Service do not and will not conflict with any Applicable Laws with respect to you;
- c) you understand the risks of using the Services, and have the necessary knowledge, experience and risk tolerance to use all of the Services ;

d) you must not:

- i) be currently under actual or threatened investigation, inquiry, or audit by any government authority in relation to any potential offence involving fraud, bribery, corruption, or dishonesty;
- ii) have been convicted of or pleaded guilty to an offence involving fraud, bribery, corruption, or dishonesty;
- iii) have been listed by any government agency or non-governmental organisation as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for procurement programmes;
- iv) be bankrupt;
- v) be (or have received any oral or written notice from any government or regulatory authority that you may be) in violation or breach of any Applicable Laws (including but not limited to AML/CFT, anti-corruption or economic sanction laws);
- vi) be a Sanctioned Person;
- vii) be a person restricted from using our Services in accordance with our Restricted Jurisdiction Policy (as set out, updated, amended or replaced from time to time on our Website); and
- viii) be a person who is restricted from opening or holding an Account and/or using the Services as determined by us or in accordance with Applicable Laws;

e) all governmental and other consents that are required to have been obtained by you with respect to these Terms of Service have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

f) your use of the Account and the Services does not constitute a breach of any Applicable Laws;

g) you are acting for your own account and are not relying on any communication (written or oral) from us as solicitation, recommendation, marketing, promotion or investment or similar advice;

h) you are entering into these Terms of Service as principal and not as agent of any person or entity; and

i) you have not been previously prohibited from accessing or using any of our Services.

5.2. If you are a Corporate User, to hold an Account and to access or use any of the Services, you must satisfy all of the following eligibility criteria ("**Corporate Eligibility Criteria**"):

a) you:

i) must be duly organised and validly existing under the laws of the jurisdiction of your organisation or incorporation, and, if relevant under such laws, in good standing;

ii) must have duly appointed each of your Authorised Representatives to act on behalf of the corporation, partnership, firm or organisation; and

iii) must have the necessary corporate or other power and authority to enter into these Terms of Service, and otherwise to perform its obligations hereunder, and have taken all necessary action to authorise such execution, delivery and performance;

b) each of your Authorised Representatives must be:

i) at least 18 years old and above the legal age of majority in your relevant jurisdiction(s);

ii) duly authorised by you to enter into, and perform, the obligations contemplated by these Terms of Service;

c) the entry into and performance of, and the obligations contemplated by, these Terms of Service do not and will not conflict with any Applicable Laws with respect to you and/or any constitutional document, agreement or instrument binding upon you;

d) you understand the risks of using the Services, and have the necessary knowledge, experience and risk tolerance to use all of the Services ;

e) you and each of your Authorised Representatives must not:

i) be currently under actual or threatened investigation, inquiry, or audit by any government authority in relation to any potential offence involving fraud, bribery, corruption, or dishonesty;

- ii) have been convicted of or pleaded guilty to an offence involving fraud, bribery, corruption, or dishonesty;
 - iii) have been listed by any government agency or non-governmental organisation as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for procurement programmes;
 - iv) be bankrupt, insolvent, or under administration;
 - v) be (or have received any oral or written notice from any government or regulatory authority that you may be) in violation or breach of any Applicable Laws (including but not limited to AML/CFT, anti-corruption or economic sanction laws);
 - vi) be a Sanctioned Person;
 - vii) be a person restricted from using our Services in accordance with our Restricted Jurisdiction Policy (as set out, updated, amended or replaced from time to time on our Website); and
 - viii) be a person who is restricted from holding an Account and/or using the Services as determined by us or in accordance with Applicable Laws;
- f) all governmental and other consents that are required to have been obtained by you with respect to these Terms of Service have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- g) the use of the Account and the Services by you and each of your Authorised Representatives do not constitute a breach of any Applicable Laws;
- h) you are acting for your own account and are not relying on any communication (written or oral) from us as solicitation, recommendation, marketing, promotion or investment or similar advice;
- i) you are entering into these Terms of Service as principal and not as agent of any person or entity; and
- j) you and each of your Authorised Representatives have not been previously prohibited from accessing or using any of our Services.

5.3. By holding an Account, you represent, warrant and undertake that:

- a) you satisfy the Eligibility Criteria in full;

b) you have accepted these Terms of Service; and

c) any and all information you provide to us in connection with the Account is (and will be) true, complete and correct.

5.4. When you seek to access your Account, we may ask you to provide our required account registration information (including your email and full name) and any "know-your-client" information or documents. A non-exhaustive list of the types of information and documents which we may require from you will be notified to you. We reserve the right to request more information at any time in order to process your Account access request.

5.5. We may initiate the Account access process before you provide all of the "know-your-client" information or documents. If we do so, your Account will be subject to any restrictions that we deem necessary (including restrictions on access to or use of the Trading Platform) until we can complete our "know-your-client" procedures.

5.6. We will rely on your representations, warranties and undertakings set out in Clause 5.3 and the information provided under Clause 5.4 if we permit you to access your Account.

5.7. We may refuse access to your Account at our sole and absolute discretion and do not have to provide reasons for doing so.

6. Account Usage

6.1. You can access and use your Account through the Website or any other means that we may specify from time to time, subject to these Terms of Service and any other terms we may apply to your Account access and use.

6.2. In respect of an Individual Account, your Account is provided on the basis that you are the only authorised user of the Account. In respect of a Corporate Account, your Account is provided on the basis that you and your Authorised Representatives are the only authorised users of the Account. You must not provide your Account details (including any access credentials, such as your email address or password) to any third party other than for the purposes of verifying or auditing your Account. Such third parties are not permitted to access our Services or make Withdrawals, and they will be deemed to have agreed to (and must comply with) these Terms of Service, if they do so, and you will be responsible for the actions (and omissions) of any such third parties.

6.3. At any time we may make certain features, rights or privileges (which may be necessary in order to use certain functions or aspects of the Services) available on your Account at our sole and absolute discretion. We may add, vary, modify, or cease to provide your Account with these features, rights or privileges at any time at our sole and absolute discretion.

6.4. You agree that any instructions received or made under your Account are deemed to be final and conclusive, and we may act on such trading or other instructions and shall not be liable for any loss or damage arising out of the improper use of your Account.

7. Account Security

7.1. We implement certain security controls to prevent malicious actors from accessing your Account. We also provide the option for you to enable two-factor authentication in respect of your Account. However, you are responsible for safeguarding your authentication credentials and for restricting access to the Services from your compatible devices. You must also ensure that your login credentials are safe, limit access to your Account to authorised persons and control the devices which can operate the Account. You must let us know immediately if an unauthorised person is accessing or using your Account.

7.2. We may implement or impose additional security controls from time to time at our sole and absolute discretion (including mandatory two-factor authentication for withdrawal requests and password resets). We may also implement or impose security controls individually on your Account. We may amend or vary these security controls in our sole and absolute discretion and without prior Notice to you.

7.3. If you forget or lose any of the information necessary to log in to your Account, you will need to provide all information required by us in order to facilitate any potential recovery or reset of your Account or Account details.

7.4. You must immediately notify us of any unauthorised use of your Account or any other breach of security. In particular, you agree to notify us immediately:

a) upon any changes to your registered email address associated with your Account;

b) upon any breach or compromise of security affecting your Account credentials, access to your account, your registered email address associated with your Account or any of your registered Withdrawal Addresses;

- c) if any person other than you has access to or uses your Account;
- d) if you become aware of any unauthorised use of your Account; and
- e) upon any other breach of security regarding your Account.

7.5. We have the right to restrict the use of your Account:

- a) upon your request;
- b) if we believe you have forgotten or lost your Account information;
- c) if we believe there has been or may be unauthorised access to or use of your Account, your registered email address associated with your Account or any of your registered Withdrawal Addresses; or
- d) if we believe you have provided false information

until such time as we can verify your identity or any other relevant information.

7.6. Upon a breach of security, you will immediately take all reasonable steps to mitigate the effects and will cooperate with us (and provide us with all information requested) to remediate the breach. Any assistance provided by us in relation to a security breach does not in any way operate as acceptance or acknowledgement that we are in any way responsible or liable to you or any other party in connection with such breach. We will not be liable for any loss or damage arising from your failure to protect your Account and/or any unauthorised access to and use of your Account (including access to and use of any of the Services), including, without limitation, in circumstances where you have provided notice to us under these Terms of Service.

8. Account Suspension, Termination or Closure

8.1. Without prejudice to any other rights we may have under these Terms of Service or Applicable Laws, we may take any or all of the actions described in Clause 8.2 in connection with the cessation of exchange operations, including to deduct any amounts owing to us from your Account Balance or restrict Withdrawal of your Account Balance, as appropriate.

8.2. Without prejudice to any other rights we may have under these Terms of Service or Applicable Laws, we may take any or all of the following steps if an Account Breach has occurred (or we suspect that an Account Breach has occurred) or if you request your Account to be closed:

- a) restrict further Withdrawal(s) in respect of your Account;
- b) cease to provide you with and/or restrict your access to and use of any or all of the Services;
- c) restrict or cease any features, rights and privileges granted or provided to you;
- d) reject or cancel any instruction;
- e) deduct any amounts owing to us under these Terms of Service (including any amounts which we consider to have arisen from any Account Breach), from your Account Balance – and you authorise us to deduct such amounts without further Notice to you;
- f) deal with any of your available Account Balance in the following manner:
 - i) transfer to you all the available Account Balance (after subtracting any amount owing to us or otherwise deductible in accordance with these Terms of Service):
 - A) to a Withdrawal Address provided by you – and you undertake to provide a Withdrawal Address to us within 2 days upon our request for these purposes; or
 - B) to any Withdrawal Address registered with your Account; or
 - ii) where we reasonably believe we are prohibited from transferring to you any or all the available Account Balance due to Applicable Laws or our policies and procedures, we may take any action to segregate or restrict Withdrawal of the Account Balance until it can be released in accordance with Applicable Laws or our policies and procedures;
- g) take any action we consider necessary or desirable in order to comply with any order or request from a government, court or regulator or in compliance with Applicable Laws;
- h) conduct an investigation into or review of any matters we deem appropriate or necessary;

- i) disable access to, or close, your Account; or
- j) take any other action which we reasonably deem to be appropriate or necessary.

We can take any or all of the above steps without prior Notice or providing reasons to you (and may not be able to provide prior Notice or reasons under Applicable Laws), but, where appropriate, we may give you a specified period within which to provide any information or documents to show that such Account Breach has not occurred before we take certain actions.

8.3. We are not liable for any loss, damage or costs (without limitation) which you may incur when we take any or all of the steps mentioned in Clause 8.2. You expressly agree that we shall not be liable to you for any profit or loss as a result of any action we take pursuant to Clause 8.2.

8.4. Our failure or delay to take immediate action set out in Clause 8.2 does not constitute a waiver of any of our rights, and we retain the right to take the steps at any time in respect of your Account.

8.5. An Account Breach occurs when we, at our sole and absolute discretion, determine:

- a) you breach or fail to perform or observe these Terms of Service or any other terms incorporated by reference in or to these Terms of Service or applicable to you in respect of the Account or the Services;
- b) you breach any of the General Obligations;
- c) you breach any Applicable Laws;
- d) we are required to take any action in respect of your Account we consider necessary or desirable in order to comply with any Applicable Laws;
- e) a government, regulator or authority requests or requires us to take any action in respect of your Account;
- f) you apply for bankruptcy, insolvency or administration or such similar event has occurred or been declared;
- g) an action, suit or procedure has been commenced against you or your assets;

- h) you make a misrepresentation to us or provide us with any false or misleading information;
- i) you do not provide any information which we request or require from you in accordance with these Terms of Service or any other terms incorporated by reference in or to these Terms of Service;
- j) you are not able to give the representations and warranties set out in Clause 11;
- k) you are a Sanctioned Person;
- l) you are a person restricted from using our Services in accordance with our Restricted Jurisdiction Policy (as set out, updated, amended or replaced from time to time on our Website);
- m) you are a person who we consider is restricted from holding an Account and/or accessing or using the Services as determined by us or in accordance with Applicable Laws;
- n) the person operating the Account is not authorised by or is not the true owner of the property connected with the Account; or
- o) it is necessary to take action against your Account in order to protect you, our other users or ourselves.

("Account Breach")

An Account Breach constitutes a breach of these Terms of Service by you.

8.6. In the event of a User's death or incapacitation, the person authorised to act on behalf of the deceased or incapacitated User (or such User's estate) should contact the BitMEX Support Team.

8.7. From the Closure Date, we may formally close Accounts with a zero Account Balance without further Notice to the Account holder. A closed Account will be marked as "Closed" and the Account holder will no longer be able to log in to that Account. Accounts with a remaining balance will not be closed until that balance has been withdrawn or lawfully disposed of in accordance with Applicable Laws. Re-enabling a closed Account requires our approval at our sole discretion.

9. Account Balance and Withdrawals

9.1. Withdrawals are denominated in the digital asset held in your Account Balance. Following the Closure Date, no new deposits are accepted. Any digital assets sent to a Deposit Address after the Closure Date will not be credited to your Account and cannot be recovered.

9.2. You have no rights or interest in respect of the Deposit Address or the amount of digital assets that is recorded in or registered to the Deposit Address. Your Account Balance is not your wallet. Your Account Balance is the balance of digital assets that we reflect in our books and records as credited to your Account. Amounts stated as being credited to or deducted from your Account Balance means that such amounts will be added to or deducted from the balance which the Company reflects in its books and records as available to be used by you in respect of the Services.

Withdrawals

9.3. When you instruct us to transfer to you an amount of digital assets from your available Account Balance (a **"Withdrawal"**), you must provide an appropriate withdrawal address (**"Withdrawal Address"**) for the transfer of digital assets to you. When we determine that your instruction is valid, we will deduct from your Account Balance the amount set out in your instruction provided the amount meets any minimum withdrawal thresholds or limits we may apply from time to time; when such deduction has occurred, we then transfer an equivalent amount of digital assets to your Withdrawal Address minus any applicable transaction fees (including, without limitation, any applicable mining fees). We are not liable for any inaccuracies, omissions or other errors with respect to any Withdrawal.

9.4. In respect of each Withdrawal Address you provide to us and/or save and register with your Account:

- a) you represent and warrant that the Withdrawal Address you provide is your own and that you have full control over that address;
- b) you agree that it is your responsibility entirely to provide us with correct withdrawal details including your Withdrawal Address and we have no liability should you not receive the digital assets withdrawn due to you providing incorrect or out-of-date details; and
- c) you agree to indemnify and hold us harmless against any and all claims, demands, lawsuits, actions, proceedings, investigations, liabilities, damages, losses, costs or expenses, including reasonable attorneys' fees, in any way arising

out of, in relation to or in connection with, directly or indirectly, our reliance on your representations and warranties set out in this Clause.

We may allow you to save and register one or more Withdrawal Addresses with your Account.

9.5. We will process Withdrawals in accordance with our Withdrawal Policies (collectively the Withdrawal Policies) (as set out, updated, amended or replaced from time to time on our Website). We may amend the Withdrawal Policies at our sole and absolute discretion without prior Notice to you. Unless otherwise stated in our Withdrawal Policies, it is your responsibility to specify and pay any applicable network fees (and in any event any such network fee shall be at least the minimum amount required by us) in respect of any Withdrawal. Where a network or transaction fee can or must be paid in a digital asset other than the digital asset that is the subject of a Withdrawal, we reserve the right to require payment of any such fee in an alternative digital asset (and to deduct from your Account any amount payable pursuant to this Clause). We do not guarantee that a withdrawal will be processed, broadcast, or confirmed within any defined timeframe or number of confirmations. We are not responsible for any delay in confirmation or processing of any Withdrawal.

10. Know-Your-Client, Anti-Money Laundering and Counter-Terrorist Financing, Sanctions and Restricted Jurisdictions

KYC

10.1. We will conduct due diligence on the Account from time to time in order to comply with our "know-your-client" and other legal and regulatory obligations and requirements. You must provide any information or documentation we require ("**KYC Requirement**") and provide updates to such information in a timely manner. A non-exhaustive list of the information or documentation we may require from you will be notified to you. We have the right to amend this list at any time at our sole and absolute discretion without prior Notice to you.

Anti-Money Laundering and Counter-Terrorist Financing

10.2. We implement processes and procedures to comply with Applicable Laws and international standards around AML/CFT, including (but not limited to):

- a) monitoring transactions for the purpose of identifying suspicious or illegal activity; and
- b) investigating and reporting suspicious activity in accordance with Applicable Laws.

Sanctions

10.3. You are prohibited from using an Account and/or using any of the Services if you and/or (if you are a corporation, partnership, firm or organisation) your controllers or shareholders (whether directly or indirectly) are subject to a sanctions regime (including sanctions administered or enforced by the United Nations or other relevant sanctions authorities), or have received any oral or written notice from any government or regulatory authority targeting you with sanctions, restrictions, penalties, enforcement action or investigation under any Applicable Law (including but not limited to AML/CFT, anti-corruption or economic sanction laws) (a "**Sanctioned Person**").

Restricted Jurisdictions

10.4. You may not use any of the Services if you are a person restricted from using our Services in accordance with our Restricted Jurisdiction Policy (as set out, updated, amended or replaced from time to time on our Website) or are otherwise restricted from using any of the Services as a result of any Applicable Laws ("**Restricted Jurisdiction**"). We have the right to amend the Restricted Jurisdictions and the Restricted Jurisdictions Policy at any time at our sole and absolute discretion without prior Notice to you.

10.5. We may, at our sole and absolute discretion, implement controls to restrict access to the Account and the Services in any of the Restricted Jurisdictions. We may block or geo-block persons located in certain Restricted Jurisdictions from accessing or using the Website, an Account and/or the Services . You acknowledge, agree and understand that if you are located in a Restricted Jurisdiction, you are not permitted to access or use the Website, your Account even if you are located there only temporarily or for travel, and restrictions will be applied to your Account accordingly. You must not attempt in any way to circumvent any such restriction, including by use of any virtual private network to obfuscate your location.

10.6. Notwithstanding any other provision in these Terms of Service, if we determine that you are accessing the Services from any Restricted Jurisdiction, or have given false representations as to your location of incorporation, establishment, citizenship or place of residence, we reserve the right to close your Account or take all appropriate action we deem necessary.

10.7. If the jurisdiction of which you are a citizen or in which you are resident, located, incorporated, or otherwise established or based (as applicable) becomes a Restricted Jurisdiction or any change (including any change to Applicable Laws) results in your jurisdiction becoming a Restricted Jurisdiction, without prejudice to any other provision in these Terms of Service, we may immediately cease providing you with access to and use of your Account and the Services.

10.8. We are not responsible for any losses which may arise because you are not able to access or use the Website, your Account and/or the Services at the relevant time because of any action taken under this Clause 10.

11. Warranties and Representations

11.1. When you have an Account and/or access to or use any of the Services, you represent and warrant on an on-going basis that:

- a) you have accepted these Terms of Service (as amended and varied from time to time);
- b) you are not a Sanctioned Person and are not prohibited by Applicable Laws from holding an Account or receiving the wind-down services described in these Terms of Service;
- c) any and all information you provide to us is true, complete and correct.

11.2. You undertake to notify us immediately if any of the representations or warranties set out in Clause 11.1 becomes untrue, incomplete or inaccurate.

12. Fees

12.1. We have the right to deduct the Account Fee directly from your Account Balance at any time without further Notice. The Account Fee will be deducted monthly. If your Account Balance falls to zero as a result of Account Fee deductions, your Account may be closed in accordance with Clause 8.7.

12.2. With effect from the Closure Date, we charge an Account Fee ("**Account Fee**") on any Account Balance that has not been withdrawn from the platform. The Account Fee is the fee charged as may be notified to you from time to time through any of the Company's communication channels. By continuing to hold a balance on the platform after the Closure Date, you agree to the deduction of the Account Fee from your Account Balance. We reserve the right to increase the Account Fee rate over time on Notice to you via your registered email address and/or the Website.

13. Limitation of Liability and Indemnification

13.1. To the maximum extent permitted by Applicable Law, we and our respective directors, officers, employees, agents, contractors and licensors (together, the "**Associated Parties**") shall:

- a) not be liable to you for any losses, damages or costs other than as a result of fraud;
- b) provide the Services and any Product, service or other item on an "as is" and "as available" basis. We expressly disclaim, and you waive, any and all other warranties of any kind, whether express or implied, including 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, we do not represent or warrant that the Services are accurate, complete, reliable, current or error-free, or free of viruses or other harmful components; and
- c) have no liability and not be responsible in any way for any losses, damages or costs:
 - i) resulting from your reliance on any data or information in connection with the Trading Platform's order book, trading charts and trading information. Such data and information provided on the Trading Platform are for general information purposes only and are given in good faith. For example, certain orders are not publicly visible on the Trading Platform's order book. The information is selective and may be incomplete or inaccurate. You should not rely upon the information without further enquiry;

ii) to you or to any third parties, for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the Services (including the Trading Platform) or for delays or omissions of the Services, or for the failure of any connection or communication service to provide or maintain your access to the Services, or for any interruption in or disruption of your access or any erroneous communications between us and you, regardless of cause;

iii) arising out of your use of the internet and any equipment to connect to the Services or any technical problems, system failures, malfunctions, communication line failures, high internet traffic or demand, related issues, security breaches or any similar technical problems or defects experienced. You shall be responsible for any fees and charges incurred in order to connect to the internet for the purpose of using or accessing the Services;

iv) relating to interruptions to or errors in the provision of the Trading Platform or the Services. Amongst other things, the operation and availability of the systems used for providing the Services, accessing the Trading Platform, including public telephone services, computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. We are not in any way liable or responsible for any such interference that prevents your access to or use of the Services or causes any inaccuracy, error, delay in, or omission of

(a) any information or

(b) the transmission or delivery of information;

v) arising out of failures of communication, including where

(a) we do not receive

(i) instructions from you through the Trading Platform or

(ii) we do not receive any emails, contact form submissions or any other communications (whether electronic or otherwise) from you or

(b) you are unable to

(i) send instructions to us or make Orders or Trades through the Trading Platform or

(ii) receive notices or communications (such as trading or security notices or communications) which we send to you, for example where such communications are placed in a spam folder or otherwise filtered by your email service provider; or

vi) for your use of systems (including any equipment, software and hardware) to use and access the Services. You are solely responsible for your own systems used to access the Services and are solely liable for the integrity and proper storage of any data associated with the Services that is stored on your own systems. You are responsible for taking appropriate action to protect your systems and data from viruses and malicious software, and any inappropriate material. Except as provided by Applicable Law, you are solely responsible for backing up and maintaining duplicate copies of any information you store or transfer through our Services. We will not be liable to you in the event that your systems fail, are damaged or destroyed or any records or data stored on your systems are corrupted or lost for any reason.

13.2. In no event shall any of the Associated Parties be liable for any:

a) indirect or consequential loss;

b) loss of profit, business opportunity, revenue or goodwill, in each case, whether arising from breach of contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with authorised or unauthorised use of the Services or these Terms of Service, even if the Associated Parties have been advised of, knew of or should have known of the possibility of such damages.

13.3. The Associated Parties' aggregate liability in contract, tort or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of its obligations under these Terms of Service or any other terms incorporated by reference in or to these Terms of Service in respect of any one or more incidents or occurrences shall be limited to the total net amount of Account Fees paid by you to us in the six-month period immediately prior to the date of the incident, or the first incident of a series of connected incidents, giving rise to a claim made by you under these Terms of Service.

13.4. You agree to indemnify and hold harmless the Associated Parties immediately upon demand from and against any and all claims, demands, lawsuits, actions, proceedings, investigations, liabilities, damages, losses, costs or expenses, including reasonable attorneys' fees, in any way arising out of, in

relation to or in connection with, directly or indirectly, you or your Authorised Representatives':

- a) improper or illegal use of, or conduct in connection with, the Account and the Services (including where you are prohibited from holding or operating an Account and/or accessing or using the Services);
- b) breach of these Terms of Service or the Exchange Rules, any other terms incorporated by reference in or to these Terms of Service or the Exchange Rules, or any of the Group's policies; or
- c) breaches or violation of any Applicable Law (including any AML/CFT, anti-corruption or economic sanction laws) or the rights of any other person or entity.

13.5. You are responsible for any fees, charges, costs and expenses your mobile network operator or internet service provider may charge you to download, access and/or use any of the Services.

14. Compliance

We shall have the right to take (or refuse to take) any action we deem to be appropriate or necessary to comply with any Applicable Laws or in accordance with our policies and procedures.

15. Communications and Notices

15.1. We have the right to communicate and provide notices ("**Notice**") to you in any manner which we deem to be appropriate, including (without limitation):

- a) site announcements via any domain controlled by us (including, without limitation, bitmex.com);
- b) to the contact details registered with your Account (including, but not limited to, your registered email address);
- c) Website banners and popups;

You agree and consent to electronic delivery of all communications and Notices to you.

15.2. You are responsible for ensuring that all information provided to us is kept up-to-date, correct and complete at all times. You can update the contact information in respect of your Account at any time. We are not responsible for any loss or damage which you may incur as a result of your failure to ensure that your contact information is up-to-date, correct and complete. You are deemed to have received all communications and Notices sent to the contact information associated with your Account (including, but not limited to, your registered email address).

15.3. If you are required to make a notice to us in writing under these Terms of Service, you must address the notice to support@bitmex.com or via web form submission on the Website. The notices must be received by us through these channels. Even if we offer livechat support and you communicate with our representatives, you must still send a notice to support@bitmex.com or via web form submission on the Website.

16. Data and Calculations

16.1. We may provide information in the form of text, data, graphics, photographs and illustrations through any interface we deem appropriate. We do not guarantee that you are able to take any action based on the information (including any prices) shown. We endeavour to ensure the accuracy and reliability of the information provided, but do not guarantee its accuracy, reliability, timeliness, completeness, performance or fitness for a particular purpose and accept no liability (whether in tort or contract or otherwise) for any loss or damage if you rely on information. Such information is provided "as is" and on an "as available" basis.

16.2. All calculations performed by us in connection with any of the Services (including the Trading Platform) are final and conclusive.

17. Reporting Obligation

17.1. Without prejudice to any other notification obligation in these Terms of Service, you undertake to notify us in writing immediately:

a) upon any breach or non-compliance (or suspected breach or non-compliance) with any Applicable Laws which would prohibit or restrict you from holding or operating the Account and/or accessing or using the Services (to the extent permitted by Applicable Laws);

- b) upon any other event which would prohibit or restrict you from holding or operating the Account and/or accessing or using the Services;
- c) if you are (or will be) a Sanctioned Person;
- d) if you breach any of these Terms of Service or the Exchange Rules;
- e) upon becoming aware of any circumstances which may impact or impede our ability to provide you with an Account or any of the Services;
- f) in the event that you become aware of the Account or any of the Services malfunctioning or a trading error occurring or if you otherwise experience any material malfunction or other connectivity problem that adversely affects your access to or use of the Account or any of the Services;
- g) upon any change to any personal or account information previously provided by you to us (including, without limitation, your name, residence information, or nationality); and
- h) upon any other significant events or matters which we would reasonably expect to have been brought to our attention.

17.2. You undertake to provide us promptly with any information or documents which we require, including as part of our KYC Requirement or in order to comply with any Applicable Laws (such as any AML/CFT, anti-corruption, or economic sanction laws).

17.3. Notwithstanding any other provision in these Terms of Service, we are permitted, without Notice to you, to disclose any information obtained under or in connection with your Account or the Services in order to comply with any Applicable Laws or upon request by any regulator, government authority or similar body. We shall be entitled to disclose all information (including, but not limited to, your user identity, transaction history, order and trade information, digital assets addresses (e.g. withdrawal, deposit and other addresses) and personal details) when cooperating with law enforcement enquiries (whether or not such enquiries are mandatory under Applicable Law) or where permitted under or otherwise in compliance with Applicable Law.

18. Intellectual Property Rights

18.1. You acknowledge that:

(i) you have no ownership rights or rights in the Intellectual Property Rights relating to the Trading Platform, all the material used on the Trading Platform and used in relation to the Services other than as we specifically grant to you under these Terms of Service; and

(ii) except as otherwise agreed, in writing, between the parties, all Intellectual Property Rights of the Group in the Trading Platform and the Services shall remain with the Group. All rights are reserved.

18.2. You acknowledge that 'BitMEX', '100x' and 'BMEX' along with any and all associated logos are trademarks of the Group.

18.3. You shall not register any domain name that incorporates or is confusingly similar to any of the Group's trade marks and you expressly acknowledge that any such registration will be in "bad faith" and use of such domain name would be in "bad faith" as defined by the Universal Domain Name Dispute Resolution Policy and similar policies enacted throughout the world and which relate to trade mark rights relative to domain names.

18.4. You agree to not:

(i) operate any social media account (Facebook, Twitter, Instagram and LinkedIn etc.) that uses any of the Group's trade marks or confusingly similar marks; and

(ii) create, offer to create or promote any mobile application that is branded with our trademarks or any confusingly similar marks.

18.5. You shall not in any circumstance obtain any rights over or in respect of the Trading Platform (other than rights to use the Trading Platform pursuant to these Terms of Service and any other terms and conditions governing a particular service or section of the Trading Platform) or hold yourself out as having any such rights over or in respect of the Trading Platform.

18.6. You are not granted any right to use, and may not use, any of the Group's Intellectual Property Rights other than as set out in these Terms of Service and subject to the following conditions:

a) you may only view and use the Services (or any part of it or its contents) for your own personal use and may not copy, reproduce, republish, upload, repost, modify, transmit, distribute or otherwise use the Services (or any part of it or its content) in any way for non-personal, public or commercial use without the prior

written consent of the Company. All restrictions relating to use of the Services in these Terms of Service shall apply to data available through any APIs;

b) you may not remove or modify any copyright, trademark or other proprietary notices that have been placed in any part of the Services; and

c) you may not use any data mining, robots or similar data-gathering or extraction methods.

18.7. By submitting your content directly or indirectly through the Services in any way (whether or not submitted through a third party), you grant the Group a royalty-free, perpetual, irrevocable, transferable, sublicensable, non-exclusive right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display all of your content (in whole or in part) worldwide and to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. The Group shall be the sole owner of any derivative work produced by the Group based on, or in any way connected with, your content, and shall have the right to use such derivative work for any purpose, commercial or otherwise, without any further obligation to you. The Group has the right, but not the obligation, to monitor all conduct and content submitted to or through the Services, and may in its sole and absolute discretion:

(i) refuse to publish, remove or modify content or disable access to content that it considers breaches these Terms of Service; or

(ii) suspend or discontinue your opportunity to submit, post or upload content.

18.8. By submitting any content through the Services you warrant that you are entitled to, and have all necessary Intellectual Property Rights over, that content to submit it through the provision of Services in accordance with these Terms of Service.

18.9. The Group reserves the right to disclose your identity to any third party who claims that any content posted or uploaded by you through the Services constitutes a violation of their Intellectual Property Rights or of their right to privacy.

18.10. The Group specifically disclaims any and all representations and warranties related to the Intellectual Property Rights including, without limitation, any representations or warranties related to ownership and non-infringement of third

party intellectual property rights. You expressly acknowledge that your use of the Services is subject to this disclaimer of representations and warranties.

19. Privacy Notice

Following the Closure Date, we will retain personal data and transaction records in accordance with our obligations under applicable law

20. Third Party Websites

20.1. We may link to third party websites on our Website or when providing the Services which are not affiliated or associated with us or the Group (although branding, advertisements or links relating to our Services may appear on these third party websites) and we may send e-mail messages to you containing advertisements or promotions including links to third parties. We make no representation as to the quality, suitability, functionality or legality of the material on third party websites that are linked to, or to any goods and services available from such websites. The material is only provided for your interest and convenience. We do not monitor or investigate such third party websites and we accept no responsibility or liability for any loss arising from the content or accuracy of this material, and any opinion expressed in the material should not be taken as an endorsement, recommendation or opinion of any member of the Group. For avoidance of doubt, the information contained in any third party websites is not incorporated into these Terms of Service.

20.2. You must not market or promote the Website, our Services or the Trading Platform in any way which would breach Applicable Laws. If you do create a link to the Website, our Services or any of the pages on the Trading Platform, you acknowledge that you are responsible for all direct or indirect consequences of the link, and you indemnify each member of the Group immediately upon demand for all loss, liability, costs or expense arising from or in connection with the link.

21. Termination and Remedies for Breach

21.1 Notwithstanding any other provision in these Terms of Service (including any rights we have upon an Account Breach) and without prejudice to any of our other rights under these Terms of Service, upon your breach or violation of these Terms of Service or any other terms expressly incorporated herein or by reference hereto, we have the right (without prior Notice to you) to:

- a) terminate all our obligations to you under these Terms of Service;
- b) directly recover all amounts owed to us through deduction of an equivalent amount from your available Account Balance – and you authorise us to deduct such amounts without further Notice to you; and
- c) seek all remedies available at law and in equity and/or take any action against you to recover any amounts owing to us.

22. Confidentiality

22.1. You undertake not to disclose to any person any Confidential Information that you may acquire in the course of your use of any Account or our Services.

22.2. Without prejudice to any other provision in these Terms of Service, we will keep confidential any Confidential Information we receive from you. However, we shall be permitted to disclose Confidential Information:

- a) in accordance with these Terms of Service;
- b) to our affiliates as well as with their respective employees, consultants, officers, directors; and
- c) to our professional advisers or any other third party under a duty of confidentiality.

22.3. Upon any unauthorised disclosure of our Confidential Information, we shall have a right to take such lawful actions as are reasonably available to recover such Confidential Information and to prevent any further publication or dissemination.

23. Absence of Waiver

Our failure or delay to require the performance of any provision in these Terms of Service or exercise any right or remedy upon your breach of these Terms of Service does not constitute waiver of any of our rights or waiver of your breach.

24. Assignment

You may not assign or transfer any of your rights or obligations under these Terms of Service without our prior written consent. We may assign or transfer any or all of our rights or obligations under these Terms of Service (including those rights or obligations created under these Terms of Service such as any annexes or supplemental terms and contractual documentation subject to these Terms of Service and the annexes and supplemental terms), in whole or in part, without obtaining your consent or approval. To the extent required to effect any future assignment or transfer, you are hereby deemed to have given all necessary consents and waivers.

25. Force Majeure

We shall not be liable for any loss or damage arising from any event beyond our reasonable control (which may result in suspension of the performance of our obligations under these Terms of Service or ceasing to provide access to and use of the Account, Trading Platform and/or the Services), including but not limited to flood, pandemic, extraordinary weather conditions, earthquake, act of God, fire, war, insurrection, malicious acts of damage, riot, labour dispute, accident, actions of any government or regulator (including any action of any government or regulator restricting or suspending our ability to provide any Services or Products), communication failure, power and electricity supply failure, equipment or software malfunction or any other cause beyond our reasonable control.

26. Entire Agreement

Unless otherwise expressly provided in writing, these Terms of Service, together with any other addenda, terms and conditions or documents expressly incorporated herein or by reference to these Terms of Service (including the Exchange Rules), constitute the entire agreement between you and us. In the event of any inconsistency between these Terms of Service and any of the other addenda, terms and conditions or documents expressly incorporated herein or with reference hereto, the provisions of these Terms of Service shall prevail (unless otherwise stated or agreed expressly in writing signed by you and us).

27. Amendment

27.1. We may, at our sole and absolute discretion, and at any time, supplement, amend or replace these Terms of Service without limitation.

27.2. Unless otherwise expressly indicated in these Terms of Service, we will provide you with reasonable prior Notice of the changes to these Terms of Service in accordance with Clause 15 before they take effect. However, we may supplement, amend or replace these Terms of Service with immediate effect where we believe it is necessary for us to do so.

27.3. If you do not agree to the amended Terms of Service, you should cease to use the Account and all of the Services and request for your Account to be closed in accordance with Clause 8. Otherwise, you agree to continue to be bound by any amendments to Terms of Service. Your continued use of the Account or any of the Services constitutes your deemed acceptance of the amended Terms of Service. You acknowledge it is your responsibility to check for changes to these Terms of Service periodically.

28. Survival

If any provision of these Terms of Service are held to be invalid or unenforceable under any Applicable Law, this shall not render any other provision to be invalid or unenforceable under that Applicable Law nor shall it render that provision or any other provision invalid or unenforceable under any other Applicable Law.

29. Governing Law

These Terms of Service and any non-contractual obligations arising out of or in connection with them are governed by and construed in accordance with English law.

30. Dispute resolution

30.1. Governing law

This Clause 30 shall be governed by English law.

30.2. Jurisdiction

a) Subject to Clause 30.3, the courts of England shall have exclusive jurisdiction to settle any dispute arising from or connected with these Terms of Service (including a dispute relating to the existence, validity or termination of these Terms of Service or the consequences of their nullity or any non-contractual obligation arising out of or in connection with these Terms of Service) (for the purpose of this Clause, a **"Dispute"**), and each party submits to the exclusive jurisdiction of the courts of England.

b) For the purposes of this Clause 30.2, each party waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any such Dispute.

30.3. Option to arbitrate

a) We may by notice in writing to you addressed to any contact details registered with your Account (**"Arbitration Notice"**) require that all Disputes or a specific Dispute shall be submitted to the LCIA Court and shall be finally resolved by arbitration under the LCIA Arbitration Rules as amended from time to time (the **"LCIA Rules"**).

b) If proceedings have already been commenced (pursuant to Clause 30.2 above) in respect of any Dispute(s) referred to in an Arbitration Notice:

i) that Arbitration Notice must be given no later than the date for service of the acknowledgement of service in those proceedings;

ii) following such Arbitration Notice being given, those proceedings shall be stayed by consent with no order as to costs; and

iii) each party to those proceedings shall, following such Arbitration Notice being given, instruct solicitors to execute a consent order (or, if applicable, consent orders) to this effect as soon as reasonably practicable and in any event prior to the date for service of the defence.

c) Any stay of proceedings will be without prejudice to the date when any claim or defence was raised for the purpose of applying any limitation bar or any similar rule or provision.

30.4. Arbitration

- a) Where Arbitration Notice has been given pursuant to Clause 30.3, then in respect of each Dispute to which the Arbitration Notice refers, the provisions of this Clause 30.4 shall apply.
- b) The LCIA Rules are incorporated by reference into this Clause 30 and capitalised terms used in this Clause 30 which are not otherwise defined in these Terms of Service have the meaning given to them in the LCIA Rules.
- c) The number of arbitrators shall be three. The Claimant shall nominate one arbitrator for appointment by the LCIA Court. The Respondent shall nominate one arbitrator for appointment by the LCIA Court. The LCIA Court shall appoint the presiding arbitrator.
- d) The seat or legal place of arbitration shall be London.
- e) The language used in the arbitral proceedings shall be English.

31. English Language

These Terms of Service have been prepared in English and translated into other languages for convenience only. In the event of any inconsistency or ambiguity between the English version and any translated version, the English version shall prevail.

32. Miscellaneous

The headings in these Terms of Service are for ease of reference only and do not affect its interpretation.

33. Contact Information and Complaints

33.1. If you have any questions or would like to contact us, including with respect to any complaint you wish to make, please email us at support@bitmex.com or contact us via web form submission on the Website.

34. Risk Disclosure

34.1 Risk disclosure. You acknowledge that you have read and understood the following risks associated with holding a Withdrawable Balance and withdrawing your assets following the Closure Date. The following is not comprehensive and does not reflect all of the risks or other important factors you should consider. You must make your own independent decision to access or use the Services and should seek any advice you consider necessary or desirable (including financial and/or legal advice) from independent advisers. Your assets are at risk.

34.2 Security of balances. Your Withdrawable Balance is not segregated from, and may be commingled with, other client funds. There are no trust, fiduciary or other custodial arrangements or rights associated with or applicable to the Services or your Withdrawable Balance, and you do not have any proprietary claim in respect of any digital assets held by the Company or any Withdrawable Balance. Your entitlement is a personal contractual claim against the Company for the return of an equivalent amount of digital assets. There are no deposit protection schemes applicable to the Services and your Withdrawable Balance is uninsured unless you specifically obtain third party private insurance with respect to it. Your Withdrawable Balance is at risk of total loss from, among other things, security breaches (whether in respect of your Account specifically or the Services generally), electronic, technological or systems failures (including book- or record-keeping errors), and insolvency or bankruptcy, or equivalent formal proceedings, in respect of the Company.

34.3 It is your responsibility to ensure that you use the correct address for any withdrawal, and that the address you use is a valid address for the digital asset that you intend to withdraw. Any inaccuracy in a specified address, or in the digital asset that you attempt to withdraw, may result in total loss of the digital assets concerned.

34.4 We do not offer any assurance or guarantee in relation to the timeframe for a withdrawal to be broadcast and confirmed. Withdrawals may not be processed or may be delayed if, among other things: there are delays, high demand, or technological issues affecting the relevant network; the allocated network fee for the transaction is insufficient; there is variation in the processing time in our systems; withdrawals are processed on a batch basis; additional manual security or compliance checks are applied; or we believe that you are engaged in any suspicious activity or a breach of these Terms of Service.

34.5 The protocol underlying a digital asset may change or otherwise cease to operate as expected due to changes made to its underlying technology or changes resulting from an attack. These changes may include, without limitation,

a "fork", a "rollback", an "airdrop", or a "bootstrap". Any such change, or any failure in any applicable protocol, may dilute the value of your digital assets and may result in total loss. We will not support any such change (unless we choose to do so in our own discretion), and any asset that you may expect to be distributed or transferred to you in respect of any balance may not be credited or transferred to you, resulting in a total loss of that asset without any right to claim or request compensation for it.

34.6 Value of held assets. The value of any digital assets you continue to hold on the platform pending withdrawal can be highly unpredictable and volatile when compared to other assets such as stocks, bonds and other tradeable instruments. The value of your Withdrawable Balance may fall (or rise) significantly between the Closure Date and the time you withdraw your assets. We do not offer any protection against, and are not responsible for, fluctuations in the value of digital assets held pending withdrawal.

34.7 Accuracy of information. While the Company endeavours to keep information displayed on the Services as accurate as possible, there is a risk that this may not be correct, complete or updated.

34.8 Regulatory Risk. The regulatory environment concerning cryptocurrencies and other digital assets continues to develop. BitMEX has ceased exchange operations and its Seychelles VASP licence application has been withdrawn. The platform is maintained solely to enable existing account holders to withdraw their assets during the wind-down period.

34.9 It remains your responsibility to make sure that you comply with any and all local regulations, directives, restrictions and laws in your place(s) of residence in connection with the withdrawal of your assets. Persons resident in, or accessing the Services from, a Sanctioned Jurisdiction, and any Sanctioned Person, remain prohibited from using the Services. Persons in Restricted Jurisdictions may withdraw their assets in accordance with our Restricted Jurisdiction Policy (as set out, updated, amended or replaced from time to time on our Website).

34.10 Cyber risk. Malicious individuals, groups or organisations may attempt to interfere with the platform in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, coordinated attacks, account takeovers and submitting fake transactions (including spoofing), which could negatively affect the operation of the platform, the availability of the Services and the security of your Withdrawable Balance. The risk of account takeover and credential theft may be heightened during the wind-down period. With the increased use of technologies and the dependence on computer systems to perform necessary business functions, digital assets and the Services are

susceptible to operational and information security risks. Cyber security failures or breaches of third party service providers could have a negative impact on digital assets and the Services.

34.11 It is your responsibility to ensure (i) that your access credentials are kept secure and confidential, including your email, username, and password, as well as access to or use of any two-factor authentication hardware, software, or secret; and (ii) the security and integrity of any systems (both hardware and software) or services that you use to access the Services.

34.12 We may, from time to time, perform maintenance on the platform, routine or otherwise. This may lead to platform downtime and a lack of access to the platform, potentially resulting in a delay in your ability to log in, view your Withdrawable Balance, or submit or process a withdrawal request.

35. Definitions

Capitalised terms not otherwise defined in these Terms of Service will have the following meaning:

- *Account*

means an account opened with the Company and includes an Individual Account and a Corporate Account.

- *Account Balance*

means the balance of digital assets that we reflect in our books and records as credited to your Account, including the wallet balance, as calculated by us.

- *Account Fee*

has the meaning given to it in Clause 12.2.

- *Account Breach*

has the meaning given in Clause 8.5.

- *Affiliate*

means, in respect of an entity, any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with that entity.

- *AML/CFT*

means anti-money laundering and counter-terrorist financing.

- *Applicable Laws*

means all civil and common laws, statutes, subordinate legislation, treaties, regulations, directives, decisions, by-laws, ordinances, circulars, codes, orders, notices, demands, decrees, injunctions, resolutions, policies, rules and judgments of any government, quasi-government, statutory, administrative or regulatory body, court, exchange, task force, agency or association (whether or not having the force of law) by which any member of the Group or you are bound in any jurisdiction or which any member of the Group concludes in its sole and absolute discretion that it is required to comply with.

- *Arbitration Notice*

has the meaning given in Clause 30.3(a).

- *Associated Parties*

has the meaning given in Clause 13.1.

- *Authorised Representative*

means a person who is duly authorised by a Corporate User to act on its behalf.

- *Company*

means HDR Global Trading Limited.

- *Closure Date*

has the meaning given in Clause 1.2

- *Confidential Information*

means any written information (including information provided in electronic form) or oral information which is confidential or a trade secret or proprietary and which

is clearly identified as confidential at the time of disclosure or would be assumed by a reasonable person to be confidential under the circumstances surrounding the disclosure, but shall not include information which is: (i) already known by a party; (ii) publicly known or becomes publicly known through no wrongful act by a party; (iii) rightfully received from a third party without a party having knowledge of a breach of any other relevant confidentiality obligation; or (iv) independently developed by a party.

- *Corporate Account*

means an Account opened for a corporation, partnership, firm or other entity or organisation.

- *Corporate User*

means a user who is a corporation, partnership, firm or other entity or organisation.

- *Dispute*

has the meaning given in Clause 30.2(a).

- *General Obligations*

has the meaning given in Clause 2.1.

- *Group*

means the Company and its Affiliates.

- *Individual Account*

means an Account opened for a natural person.

- *Individual User*

means a user who is an individual.

- *Intellectual Property Rights*

means any and all proprietary rights that the Group owns or has rights to, related to the provision of the Services and includes, without limitation, all patents, patent applications, patentable subject matter (irrespective of whether a patent

application is filed), registered and unregistered trade marks and service marks, logos, domain names, any source identifying elements, trade secrets, copyrights, software, source code, object code and the copyrights embodied within, copyright applications, copyrightable subject matter (including, without limitation, website designs, structure, layouts and graphical images) and irrespective of whether a copyright application has been filed, the Mobile App, design rights, the trading engine and all APIs, derivative works, improvements and Confidential Information as may exist, from time to time, anywhere in the world.

- *KYC Requirement*

has the meaning given in Clause 10.1.

- *LCIA Court*

has the meaning given in the LCIA Rules.

- *LCIA Rules*

has the meaning given in Clause 30.3(a).

- *Notice*

means a notice given under Clause 15.1.

- *Restricted Jurisdiction*

has the meaning given in Clause 10.4.

- *Sanctioned Jurisdiction*

means any country, territory or region that is the subject of comprehensive economic or trade sanctions administered or enforced by the United Nations, the United States (including OFAC), the European Union, the United Kingdom or any other relevant sanctions authority. A list of Sanctioned Jurisdictions is maintained on the Website and updated from time to time.

- *Sanctioned Person*

has the meaning given in Clause 10.3.

- *Services*

means any or all of the websites, applications and withdrawal services provided by us, including any service that we may provide from time to time and designate a Service for the purposes of these Terms of Service.

- *User*

means a user with a registered Account.

- *Website*

means bitmex.com and its subdomains, each other website operated or controlled by a member of the Group, and other website we may designate from time to time.