

**PRIME XBT**

**TERMS AND  
CONDITIONS**

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Last Revision Date: 31/7/2024

## 1. INTRODUCTION & GENERAL TERMS

1.1. These Terms & Conditions (henceforth the “Agreement”) shall govern the business relationship between:

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

-and-

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

**1.2. PrimeXBT does not accept users from the United States of America (US Reportable persons), Japan, Canada, Cuba, Israel, Iran, New Zealand, Syria, North Korea, Sudan, United States of Minor Outlying Islands, America Samoa, Russian Federation, Myanmar, Saint Lucia, Puerto Rico, Guam, U.S. Virgin Islands, Northern Mariana Islands, and unrecognized or partially recognized jurisdictions including, but not limited to, Crimea, Donetsk People's Republic, Gaza Strip, Zaporizhzhia and Kherson, Luhansk People's Republic, and acknowledges that some or all of its services may be unavailable and/or blocked during travel to any of these countries.**

**1.3. By accepting these PrimeXBT Terms and Conditions, you hereby declare that you have by yourself and at your own exclusive initiative, approached PrimeXBT in order to request further information so as to consider the possibility of receiving the services of PrimeXBT. Furthermore, you declare and verify that**

**neither PrimeXBT nor any other party has contacted you or solicited you in order to open a trading account with PrimeXBT and/or encouraged you to invest or trade with PrimeXBT.**

1.4. You hereby acknowledge that you have read and understood the Terms and Conditions set forth herein and that you have accepted this Agreement by accessing the PrimeXBT Website and/or registering for a Client Account with PrimeXBT. By accepting this Agreement, and subject to our final approval, you acknowledge that you shall enter into a legally binding contract with PrimeXBT.

1.5. By accepting this Agreement, you unequivocally agree and accept the Terms and Conditions set forth herein, its annexes and/or appendices as well as any other documentation and information published on the PrimeXBT Website which form integral and inseparable parts of this Agreement, including without limitation, the Privacy Policy, Cookie policy, Risk Disclosures, Restricted Jurisdictions statement, any notices, warnings and disclaimers.

1.6. You further understand and acknowledge that the services offered by PrimeXBT may be affected by varying degrees of regulation throughout the world and that it shall be your obligation alone, at all times, to ensure compliance with any law, regulation, or directive relevant to your country of domicile and/or permanent residence.

1.7. The PrimeXBT Website is owned by Prime Technology Ltd, a company registered in the Republic of Seychelles, with registration No. 217308, having its registered address at Global Gateway 8, Rue de la Perle, Mahe, Seychelles. Prime Technology Ltd is PrimeXBT's technology provider.

1.8. PrimeXBT reserves the right to alter, amend or modify this Agreement from time to time, in its sole discretion. PrimeXBT warns that, in some or in all cases, it may not notify Clients personally about the changes made in this Agreement, therefore it is the responsibility of all Clients to check the Website from time to time to make sure that they agree and comply with the current version of the Agreement. All changes will take effect immediately upon their being published on PrimeXBT websites.

1.9 It is the sole responsibility of Clients to remain informed of all changes. The version

considered applicable will be the most recent one available on PrimeXBT's website. In the event of a dispute, the latest version will take precedence. Should Clients not agree with the amendments, they are entitled to terminate the Agreement in accordance with the "Duration and Termination of the Agreement" section provided herein.

1.10. By accepting this Agreement, you hereby acknowledge and agree that:

1.10.1. You are aware of the risks associated with Leveraged Products, Virtual Currencies and their Derivatives and transactions involving them.

1.10.2. You assume all risks related to the use of PrimeXBT Services involving Leveraged Products, Virtual Currencies, their Derivatives, and Transactions involving them.

1.10.3. PrimeXBT shall not be liable for any losses resulting from the adverse outcomes of such risks.

1.11. The client acknowledges and agrees that the availability of certain products, platforms, and services may be restricted or unavailable in certain jurisdictions, subject to the Company's sole discretion. As of August 2, 2024, individuals accessing the Company's platform from within the Republic of Turkey shall be restricted from accessing global market products (Contracts for Difference (CFDs)), as well as copy trading services.

**WARNING: IF YOU HAVE ANY OBJECTION REGARDING ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND/OR USE THE PRIMEXBT SERVICES IN ANY WAY OR FORM. IF YOU HAVE REGISTERED AN ACCOUNT AND ACCESSED OUR SERVICES, YOU MUST INFORM US OF SUCH OBJECTION IN WRITING IMMEDIATELY.**

## 2. DEFINITIONS & INTERPRETATION

2.1. For the purposes of this Agreement and unless defined when first encountered within the main body of the Agreement, the following Capitalized words shall take the

meaning prescribed to them below:

2.1.1. “**Account**” / “**Client Account**” / “**User Account**” these words may be used interchangeably and shall mean the Client’s personal account which can be accessed by using the Client’s credentials, which allow access to the PrimeXBT Platform that facilitates all of the Client’s Transactions and Orders. In order to start executing Transactions, Clients have to deposit funds into their Account.

2.1.2. “**Agreement**” or “**Terms and Conditions**” shall mean the present Agreement, as this may, from time to time, be amended or replaced, including any annexes and/or appendices as well as other documentation/information published on the Website, including, without limitation, the Cookie Policy, Privacy Policy, Copy-trading terms & conditions, Risk Disclosure Statement, Crypto Futures services terms of use, Complaints handling procedure, AML & KYC Statement, Withdrawal and Refund policy.

2.1.3. “**Client**” shall mean any person being either a natural person or a legal person, who has successfully registered and opened an account with PrimeXBT on <https://primexbt.com> and who has thus agreed to the current terms and conditions during the Account registration procedure.

2.1.4. “**Company**” shall mean Prime XBT Trading Services Ltd, a company incorporated and existing under the laws of Saint Lucia, with Registration No. 2024-00343, having its registered office address at PKF Corporate Services Ltd., 1st Floor, Meridian Place, Choc Estate, Castries, Saint Lucia.

2.1.5. “**Crypto Futures**” shall mean financial derivatives contracts that allow traders to speculate on the future price movements of cryptocurrencies. Crypto futures contracts derive their value from an underlying cryptocurrency asset, such as Bitcoin (BTC), Ethereum (ETH), or other virtual currency.

2.1.6. “**Derivative Products**” shall mean financial instruments whose value is

derived from an underlying asset or set of assets.

2.1.7. “**Global Market Products**” shall mean Traditional Market Products that are traded on a Global Scale. Traditional Market Products include, for example, Stocks, Indices and CFDs in Traditional Market Products

2.1.8. “**KYC**” shall mean the necessary Know Your Customer documents and procedures required by the Company, and/or its Affiliates and/or Partners, to identify and register the Client, which include their passport or ID, utility bill, and any additional document that may be required by the Company in accordance with applicable law.

2.1.9. “**Leveraged products**” shall mean the Derivative Products available for trading on the Trading platform which are classified (for information and marketing purposes) and include, but are not necessarily limited to, “CFD’s” and “Forex”. Leveraged products are traded on margin and involve a significant risk of capital loss.

2.1.10. “**Margin**” shall mean the necessary guarantee of funds required to place an Order/open a position and to maintain said position open, in Leveraged products.

2.1.11. “**Maintenance margin**” shall mean the necessary funds required to keep a position open.

2.1.12. “**Market Manipulation**” shall mean any intentional or deceptive activity that seeks to create an artificial or false impression of supply, demand, or market conditions for financial instruments and/or any products offered by the Company through its Trading Platform and/or through the Company’s service provider(s) and/or third party(ies), with the aim of influencing the price or value of those instruments/products. It involves engaging in fraudulent or manipulative practices that distort the normal functioning of financial markets, mislead investors, or undermine the integrity and fairness of the market system. Examples, without being limited to the wider potential array of offenses, of common Market Manipulation schemes are: (a) Pump and Dump, (b) Wash Trading, (c) Self-

Trading, (d) Front Running, (e) Quote Stuffing, (f) Spoofing and (g) Structuring/Layering (h) insider trading.

2.1.13. “**Order**” shall mean an instruction from the Client to make a Transaction in Leveraged products through the Trading platform. The Client, in effect, opens a position on the Trading Platform which will be executed by the Company in accordance with the Client’s Order instructions and as near the requested price as possible, considering the product’s volatility, liquidity, market conditions and so forth.

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

2.1.15. “**Services**” shall mean the services offered by PrimeXBT to Clients through the Website, the Client Account, Trading Platform and so forth, including without limitation, the execution of Orders and/or Transactions of the Client.

2.1.16. “**System(s)**” shall mean all electronic or digital means through which the Company provides access to its Trading Platform and its Services. Reference to this definition may include a reference to the Trading Platform itself.

2.1.17. “**Trading Platform**” shall mean PrimeXBT’s online trading system which includes the aggregate of its computer devices, software, databases, telecommunications hardware, a trading platform, mobile applications, all programs and technical facilities providing real-time prices, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place and close Orders, receive notices from the Company and keep record of all Transactions and calculating all mutual obligations between the Client and the Company. The Company may provide multiple Trading platforms with various functionalities.

2.1.18. “**Transaction / Order**” shall mean any transaction in Leveraged products



or Virtual Assets arranged for execution on behalf of the Client under this Agreement.

2.1.19. “**Underlying Asset(s)**” shall mean the primary asset or security upon which a derivative or financial instrument derives its value. The value or performance of the derivative is directly linked to the price movements, performance, or characteristics of this underlying asset.

2.1.20. “**US Reportable Person**” shall mean a US Reportable person who, in accordance with FATCA provisions, is defined as follows: 1) a US citizen (including dual citizens) 2) a US resident alien for tax purposes 3) a domestic partnership 4) a domestic corporation 5) any estate other than a foreign estate ) any trust if: a) a court within the United States can exercise primary supervision over the administration of the trust b) one or more United States persons have the authority to control all substantial decisions of the trust 7) any other person who is not a foreign person.

2.1.21. “**Virtual Asset(s)**” (crypto assets) shall refer to any digital/virtual representation of value that can be digitally traded, transferred, or used for payment. It does not include digital/virtual representation of fiat currencies. Cryptocurrencies refer to encrypted digital/virtual assets that are based on blockchain and cryptography technologies, which are issued and managed in a decentralized form.

2.1.22. “**Website**” shall mean the Company’s official website, or other Company Websites that the Company may operate through from time to time.

### **3. BECOMING A CLIENT & REGISTERING FOR AN ACCOUNT**

3.1. By registering for, and successfully opening an account on the PrimeXBT Website, or through the mobile application managed and provided to its Clients by PrimeXBT, you effectively become a Client of PrimeXBT. By becoming a Client, you agree, represent, and warrant that:

3.1.1. You have read, understood, and accepted the PrimeXBT Terms and Conditions and Policies, including, inter alia, our Crypto Futures Terms of Use and our Fiat Exchange Service Provider's Terms & Conditions and Policies;

3.1.2. You acknowledge that in the event of any inconsistency between this Agreement, and the above-mentioned documents and policies, the latter shall apply when dealing with the respective Services.

3.1.3. You meet all **Eligibility Requirements** to become a PrimeXBT Client. The eligibility requirements are as follows:

3.1.3.1. You are of an age of majority and have the necessary mental capacity to enter into this Agreement (at least 18 years of age),

3.1.3.2. As a representative of a Legal Entity you are fully authorised, with the necessary capacity and legal competence to use the Website, and enter into a legally binding agreement with PrimeXBT; and

3.1.3.3. By entering into this Agreement, you are not in violation of any law or regulation of your county of domicile and/or residence, or any other agreement to which you are a party;

3.1.3.4. You have not been previously suspended or disqualified from using the PrimeXBT Services or the Services offered by its Fiat Exchange Service Provider.

3.1.3.5. That you are not located, incorporated, or otherwise established in, or resident of any Restricted Jurisdiction.

3.1.3.6. You do not already have a PrimeXBT Account.

3.1.3.7. You are the legal owner of the funds that you add to your Account with PrimeXBT and that the same funds derive from a legitimate and legal source;

3.1.3.8. Using the Services does not constitute a breach of the laws and regulations of your country of domicile;

3.1.3.9. That you are aware of the inherent risks of trading in Leveraged Products and thus using the services provided by PrimeXBT. These risks include the fact that you may lose all of the invested funds in your trading account if the market moves against you, or that you may incur financial losses caused by delays in Order execution in the case of failures, technical malfunctions of the website, the Systems, provider technical malfunctions, failures in the supply of quotations, force majeure, and so forth.

3.1.3.10. You will not be involved with or initiate any form of Market Manipulation. Clients suspected of, or actually identified engaging in Market Manipulation shall have their account blocked and/or terminated and be subjected to further investigation.

3.1.3.11. That you provide correct, genuine, up to date and accurate information and documentation, if and when required by PrimeXBT to comply with its Know Your Client (“KYC”) obligations.

3.1.3.12. Any withdrawal account number or cryptocurrency wallet address you provide shall be your own and that you shall be in full control over this account or address;

3.1.3.13. You are not a resident nor, in the case of legal entities, incorporated in a jurisdiction where it would be illegal according to applicable law for you (by reason of your nationality, domicile, citizenship, residence, incorporation or otherwise) to access or use the Services; or where the publication or availability of the Services is prohibited or contrary to local law or regulation, or which could subject PrimeXBT to any local registration or licensing requirements. If we determine that you are accessing the Services from any Restricted Jurisdiction or that you have given false representations as to your location of incorporation, establishment, citizenship, or place of residence, then we reserve the right to close any of your accounts immediately and to liquidate any open positions.

3.1.3.14. You do not have any other non-terminated account(s) currently open with PrimeXBT;

3.2. When accessing and using PrimeXBT's Systems and Services, you agree:

3.2.1. not to undermine or attempt to undermine and/or exploit the security or integrity of PrimeXBT's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;

3.2.2. not to use, or misuse, the Services in any way which may impair or alter the functionality of the Services or the Website, or other Systems used to deliver the Services or impair or alter the ability of any other user to use the Services or the Website;

3.2.3. not to attempt to gain unauthorized access to the computer System(s) and servers on which the Website is hosted or to any materials other than those to which you have been given permission to access;

3.2.4. not to transmit or input into the Website any files that may damage any other person's computing devices or software; content that may be offensive; or 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);

3.2.5. not to attempt to modify, copy, adapt, reproduce, disassemble, decompile, or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for their designed user purpose and normal operation.

3.3. You will ensure that all usernames and passwords required to access the Website and your Account are kept secure and confidential and acknowledge that it shall be your responsibility alone to ensure this.

3.3.1. You will immediately notify PrimeXBT of any unauthorized use of your login information, or any other breach of security and PrimeXBT will reset your password and take any other steps deemed necessary to ensure the security of your Account and the Platform.

3.3.2. You shall strictly follow and comply with all procedures set forth by PrimeXBT in relation to the Systems and Account security, authentication, and authorisation of transactions.

3.3.3. PrimeXBT Accounts must only be used by the person who has opened the Account, for their own exclusive benefit and affairs, or in the case of Legal Entities, of their authorized representatives. PrimeXBT reserves the absolute right to suspend, freeze, or terminate any Account that it believes, or suspects is being used by any person other than the Account owner. PrimeXBT shall not be liable for any loss or damage incurred by you as a result of your use or any third-party's use of your Account, whether authorised or unauthorised, whatsoever.

3.3.4. You shall take all appropriate steps to ensure that you log out from your PrimeXBT Account after each session.

3.3.5. The Client agrees and understands that he/she is solely responsible for notifying PrimeXBT immediately if his/her account was "hacked" and/or used by someone without the Client's permission (hereinafter collectively referred to as "unauthorized access"). PrimeXBT will not be held responsible for any unauthorized access to the Client's trading account and/or for failing to identify that the Client's account was accessed in a manner considered unauthorized access. Where PrimeXBT identifies and/or where the Client notifies PrimeXBT that his/her account was accessed in a way that is considered unauthorized access, PrimeXBT reserves the right to immediately block the Client's trading account without prior notification to the Client, and the Client will not be entitled to any profits made during the time their account was accessed without authorization. Additionally, PrimeXBT reserves the right to decline or delay a withdrawal request.

3.4. PrimeXBT reserves the right, at any time, to verify your identity for the purposes of complying with its Anti-Money Laundering and Countering the Financing of Terrorism (AML-CFT) responsibilities. PrimeXBT reserves the right to impose trading limits and withdrawal limits before you are required to go through its Customer Due Diligence (CDD) Procedure. You agree to cooperate fully with us throughout this process and promise that you will provide all necessary documentation and information that we may require in order to verify your identity and to assess the purpose of our business

relationship. You shall remain responsible for updating any personal information you submit to PrimeXBT throughout the business relationship as soon as the change happens or as soon as the information you have previously submitted becomes invalid, inaccurate, or untrue by any new development or change in your personal circumstances. You shall be fully liable for any loss or expense incurred by PrimeXBT throughout the business relationship which results from your submission of information that is untrue or inaccurate. You further acknowledge and understand that PrimeXBT shall not be liable for any losses, costs, delays or inconvenience suffered by you, as a result of your provision of untrue or inaccurate information.

3.5. PrimeXBT may further conduct any necessary investigation to verify your identity, whether directly or through a third-party. PrimeXBT shall have the right to store any information collected on you throughout the business relationship for a period of up to five (5) years (or more if requested by an Authority), counting from the day that the business relationship ends.

3.6. PrimeXBT shall have the absolute right, in its absolute discretion, to refuse service to any Client who refuses to comply with any of the requirements set forth herein.

## **4. SERVICES**

4.1. Upon Acceptance of these Terms and Conditions, PrimeXBT shall grant you a revocable, limited, non-exclusive, non-transferrable and non-sublicensable royalty-free license to access and engage with the Services offered by PrimeXBT.

4.2. Each Client may only have one unique Client Account open with PrimeXBT at any time.

4.3. PrimeXBT offers its Clients access to trade in a number of financial instruments, in the form of Leveraged Products, in Global Markets and Crypto-Futures Products, as available on the PrimeXBT Trading Platform. PrimeXBT shall carry out all Transactions in accordance with the procedures set forth in this Agreement on an execution-only basis, without managing the Accounts or portfolios of Clients, nor providing any kind of investment advice, financial advice or recommendation to Clients. PrimeXBT is entitled

to execute Transactions requested by the Client, as provided for in this Agreement, and shall have no responsibility or liability in regard to the merit or probability of financial profit or successful outcome of such transaction.

4.4. PrimeXBT offers Copy-Trading Services on the above-mentioned products, through the Trading Platform. You hereby acknowledge and accept that your usage of the Copy-Trading Services is subject to our Copy-Trading Terms and Conditions.

4.5. Our Copy-Trading Services give you the opportunity to replicate the trading strategies or actions of other traders. When engaging with the PrimeXBT Copy-Trading Services you acknowledge and accept that:

4.5.1. The past performance of our Featured Traders that you may Copy (the “Traders”) does not guarantee future results. The profitability of any investment product can change over time and losses are always possible.

4.5.2. Past performance data provided for Traders and Products is historical and may not accurately reflect their future performance.

4.5.3. Trading in financial markets carries a high level of risk and may result in the loss of your entire investment capital.

4.5.4. Financial markets can be highly volatile. Prices of assets can change rapidly, leading to both gains and losses.

4.5.5. Market conditions can vary, and unforeseen events can impact asset prices. These events may not be predictable or controllable.

4.5.6. Diversification is not guaranteed. Even when copying multiple traders, your portfolio may still be concentrated in certain assets or strategies.

4.5.7. You are responsible for assessing the suitability of copy trading for your financial situation, risk tolerance, and investment goals.

4.5.8. You may incur losses beyond your initial investment, including trading fees,

spreads, and other costs.

4.5.9. The PrimeXBT Copy-Trading Services is not and should not be viewed as personalised investment advice. You are responsible for making your own investment decisions.

4.5.10. Traders you Copy may utilise a varying degree of leverage, which can amplify both gains and losses. Be aware of the potential risks associated with leveraged trading.

4.5.11. The availability of Traders and trading opportunities is subject to change. We do not guarantee that specific traders will be available for copying.

4.5.12. You must regularly monitor your copy trading account and be prepared to adjust your strategy or stop Copying Traders if necessary.

4.5.13. We are not liable for any losses, damages, or financial consequences resulting from your use of our copy trading services.

4.5.14. You must ensure that you comply with all applicable laws and regulations regarding copy trading in your jurisdiction.

4.5.15. If you are uncertain about any aspect of copy trading, consider seeking advice from a qualified financial and/or legal advisor.

4.5.16. You are solely responsible for ensuring that copy trading aligns with your financial objectives, circumstances, and risk tolerance. All investment decisions should be made based on individual due diligence.

4.6. Whereas Clients may only have one Client Account with PrimeXBT, they must register for separate sub-accounts for Global Markets products and for Crypto-Futures. Each sub-account shall share the same Client Identification ("Client ID") which shall be shared in all bank accounts (for Fiat currencies) and wallets (for Cryptocurrencies).

4.7. PrimeXBT does not directly offer Crypto – Fiat Exchange (Onramp- Offramp)



Services. Such Services are provided by our Fiat Exchange Service Provider, for the sole purpose of facilitating the Client to engage with the PrimeXBT Services (see Clause 9 below).

4.8. PrimeXBT shall be under no obligation, unless otherwise agreed in this Agreement and/or stipulated in any other documentation on the Website, to monitor or advise the Client on the status of any Transaction, to make margin calls, or to close out any of the Client's open positions.

4.9. For the elimination of any potential doubt, PrimeXBT DOES NOT OFFER INVESTMENT ADVICE, OR CONSULTING, OR PORTFOLIO MANAGEMENT SERVICES. Any communication made by PrimeXBT, and/or its Affiliate Network, and any information displayed on the Website(s) and Trading Platform(s) shall constitute General/Marketing Information. PrimeXBT does not provide investment research services to Clients, and any information displayed on PrimeXBT's Systems containing market analysis shall be considered as a Marketing Communication, which should not be treated as advice, recommendation, or research. PrimeXBT cannot, and does not, guarantee the accuracy, reliability, integrity, or appropriateness of any such information, nor shall PrimeXBT be liable for any loss or damages incurred by Clients as a result of their reliance on such information and/or content. Information relating to PrimeXBT Services shall simply serve the Clients with the opportunity to make independent decisions. Clients should make sure that they understand all risks relating to Leveraged Trading, Virtual Assets and their Derivatives and thus exercise the necessary caution when trading, making sure that they trade responsibly and within their risk thresholds and financial capabilities. PrimeXBT does not and shall not provide tax or regulatory advice nor does it provide any other form of investment recommendations to Clients. You understand that you shall make your own assessment of any Transaction prior to entering into a Trade/placing an Order and shall not solely and exclusively rely on any information, material or communication provided by PrimeXBT and our Affiliate Network, without making your own independent decision.

4.10. PrimeXBT shall engage with your Trade activities/Placement of Orders and/or Transactions, on an execution basis only. You hereby acknowledge and accept that PrimeXBT shall not, at any time, provide you with any trust services and/or trading consultation or advisory services. You further acknowledge that PrimeXBT shall not be

liable, in any way, for any operations or transactions you conduct through the Account and/or on the Trading Platform.

4.11. Each registered Client shall be the only authorized user of PrimeXBT's Services and of the corresponding Account. Under this Agreement, you are granted an exclusive and non-assignable right to the use and access of the Website, the Client Account, the Trading Platform, and the PrimeXBT Systems, and it shall be your responsibility to prohibit access to said Systems, to any other third party (such as, but not necessarily limited to, any next of kin and/or members of their immediate family).

4.12. The Client shall be liable for all Orders placed through the Trading Platform and any Orders executed by PrimeXBT, on behalf of the Client, shall be considered to have been given by the Client. PrimeXBT shall not be under any obligation to investigate such Orders further. PrimeXBT shall not be liable to and/or shall not maintain any legal relations with any third party, other than the Client, in relation to Orders placed through the Client's Account and any position opened through PrimeXBT's Platform(s) and System(s).

4.13. If the Client acts on behalf of any third party and/or on behalf of any third party's name, PrimeXBT shall not accept this person as a Client and shall not be liable to this person regardless of whether such person is identified or not.

4.14. Leveraged Products are Derivative Products, and therefore do not confer ownership or proprietary interest in the underlying instrument. You therefore understand and acknowledge that no physical delivery of any underlying asset shall occur when placing an Order for execution through the Trading Platform.

4.15. You agree that PrimeXBT is the only execution venue in relation to your Transactions, Orders, and all other trading activity under this Agreement. Although we may transmit your Orders for execution to third-party liquidity providers, contractually we shall be the sole counterparty to your Transactions.

4.16. PrimeXBT may refuse and/ or cancel your Transactions/ Orders and withhold any profits derived from such Transactions/ Orders in instances where PrimeXBT has reasonable grounds to believe that you are involved in any of the actions described in

clause 5.2. of this Agreement.

4.17. The Company reserves the absolute discretion to offer, modify, or discontinue any of its services and/or products at any time, without prior notice. The availability of services and products may vary by jurisdiction and certain services and products may not be available in some jurisdictions. Furthermore, the Company reserves the right to the volume and/or the quantity and/or the liquidity of any product offered to the Client. In addition, leverage restrictions might apply for certain jurisdictions and/or clients. The Company makes no representations or warranties regarding the availability of services and products in any specific jurisdiction.

## **5. PROHIBITED ACTIONS**

5.1. It is expressly prohibited to use the PrimeXBT services on behalf of and for the interest of any other person, whether legal or natural, or for resale, or for commercial purposes.

5.2. It is expressly prohibited to engage in the following actions when using the PrimeXBT Services:

5.2.1. Engaging in any action with the intention of subverting any applicable laws and regulations, including but without being limited to, Money-Laundering and Countering the Financing of Terrorism laws and regulations.

5.2.2. Engaging in any action which violates public interests or the legitimate interests of others, especially when engaging in any actions that would directly or indirectly disrupt or interfere in any way with the usage of the PrimeXBT Services and Systems by other PrimeXBT Clients.

5.2.3. Engaging in any action which aims to cause, or results in, Market Manipulation.

5.2.4. Voluntarily and/or involuntarily partaking in arbitrage unrelated to market inefficiencies, including but not limited to, latency arbitrage and swap arbitrage.

5.2.5. Acting contrary to good faith.

5.2.6. Abusing, in any manner, any of the PrimeXBT offerings (e.g., by maintaining -on purpose- multiple Client Accounts and being involved in identity or impersonation fraud). It should be noted that this is not an exhaustive list.

5.3. It is expressly prohibited, without the prior written consent from PrimeXBT, to modify, replicate, duplicate, copy, download, store, transmit, disseminate, transfer, disassemble, broadcast, publish, remove, or alter any copyright statement or label. Additionally, you may not license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any portion thereof, or create derivative works based on any part of the properties, or exploit any aspect of the properties in any manner.

5.4. It is expressly prohibited to (a) employ deep linking, web crawlers, bots, spiders, or other automated devices, programs, scripts, algorithms, or methods, or any similar or equivalent manual processes to access, obtain, copy, or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of PrimeXBT Services in any manner for obtaining materials, documents, or information not intentionally provided through PrimeXBT Services; (b) attempt to access any part or function of the properties without authorization, or connect to PrimeXBT Services or any PrimeXBT Servers/Systems or Networks of any PrimeXBT Services provided through the services through hacking, password mining, or any other unlawful or prohibited means; (c) probe, scan, or test the vulnerabilities of PrimeXBT Services or any network connected to the properties, or violate any security or authentication measures on PrimeXBT Services or any network connected to PrimeXBT Services; (d) reverse look-up, track, or seek to track any information of any other Users or visitors of PrimeXBT Services; (e) take any actions that impose an unreasonable or disproportionately large load on the infrastructure of systems or networks of PrimeXBT Services or PrimeXBT, or the infrastructure of any systems or networks connected to PrimeXBT services; (f) use any devices, software, or routine programs to interfere with the normal operation of PrimeXBT Services or any transactions on PrimeXBT Services, or any other person's use of PrimeXBT Services; (g) forge headers, impersonate, or otherwise manipulate identification to disguise your identity or the origin of any messages or transmissions you send to PrimeXBT, or (h) use PrimeXBT Services in an illegal manner.

5.5. By accessing the PrimeXBT Services, you acknowledge that PrimeXBT has the right to investigate any violation of the Terms set forth in this Agreement, and to unilaterally determine whether you have violated these Terms. Upon establishing, in its absolute discretion, that you have indeed breached the terms and conditions set forth herein, PrimeXBT may (a) take actions under relevant regulations without your consent or prior notice, such as blocking and closing Order requests (b), freeze your account (c), report the incident to the authorities (d), and publish the alleged violations and actions that have been taken (e), as well as deleting any information that you may have published that is found to be a violation.

5.6. The Company reserves the absolute right to void any (financial and/or trading) transactions deemed to be fraudulent or suspicious. In such cases, the Company, at its sole discretion, will take appropriate action to return the funds to their original source, where possible. This right is exercised if and when the Company becomes aware of, comes to its attention, suspects, or identifies any fraudulent activities associated with the transactions.

## **6. RISK DISCLOSURES**

6.1. In respect to all available Services provided by PrimeXBT, you hereby acknowledge, understand, and accept that:

6.1.1. **Leveraged Products are very speculative and risky.** Trading in Leveraged products is highly speculative and is suitable only for those Clients who (a) understand the nature and risks of the product and are willing to assume the financial risks involved, and (b) are financially able to bear losses in excess of their investment capital.

6.1.2. **Trading with Leveraged Products is not an appropriate investment for retirement funds.** You represent and warrant that you understand these risks; and that you are willing and able, financially and otherwise, to assume the risks of trading with Leveraged Products and that the potential loss of your investment funds will not irreversibly damage your quality of life.

**6.1.3. High leverage can lead to quick losses.** The high leverage associated with trading with Leveraged Products can result in significant losses due to price changes and the inherent volatility of certain underlying assets. Clients must maintain the minimum Margin requirements on their open positions at all times. It is the Clients' responsibility to monitor their account balance. PrimeXBT has the right to liquidate any or all open positions and cancel any or all Orders whenever the minimum Margin requirement is not maintained. The higher the leverage in an open position, the higher the risk of losing the entire investment capital when the Market moves against your position.

**6.1.4. Prices on the Trading Platform may be different from prices elsewhere.** PrimeXBT will provide indicative prices for every Leveraged product to be used in trading, valuation of Clients positions and determination of Margin requirements. Although we expect that these prices will be reasonably related to prices of underlying assets available in the open market, the prices we report may vary from prices available to banks and other participants in what is known as the open market. We will exercise considerable discretion in setting and collecting Margin from Clients for their open positions.

**6.1.5. Marketing Communications are for information purposes only.** PrimeXBT is not a financial advisor. The market recommendations provided do not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell any Leveraged products provided by PrimeXBT. Each decision by the Client to enter into a buy or sell Order or other Transaction with PrimeXBT and each decision whether such Order or other Transaction is appropriate or proper for Client is an independent decision of the Client. PrimeXBT does not act as an advisor, nor does it serve as a fiduciary to the Client. The Client agrees that PrimeXBT has no fiduciary duty to Client, and it shall not be responsible for any liabilities, claims, damages, costs, and expenses, including attorneys' fees, incurred in connection with the Client following trading recommendations, actions or omissions based upon any information provided by PrimeXBT.

**6.1.6. There is no central market or clearinghouse guarantee.** Each Transaction, Order or position opened by the Client is a contract directly between PrimeXBT and the Client. There is no clearing house and no guarantee by any

other party of PrimeXBT's payment obligations to the Client.

**6.1.7. No guarantees of profit.** There are no guarantees of profit or freedom from loss in Trading with Leveraged Products and/or Virtual Assets. The Client has not received, nor shall they receive such guarantees from PrimeXBT or from any of its Affiliates or representatives. The Client should always be aware of the risks inherent in trading with Leveraged products and should consider and acknowledge their financial ability to bear such risks and withstand any losses incurred before dealing in Leveraged Products.

**6.1.8. Clients may not be able to close or open positions.** Due to market conditions, Website maintenance, technical issues, system failure or other circumstances PrimeXBT may be unable to close existing position or open new position or execute any other Transaction at the level specified by Client, and the Client agrees that PrimeXBT shall not bear any liability for failure to do so.

**6.1.9. Service interference and Malicious third-party attacks.** There may be third party or other attacks targeting computers/networks, spreading malware, running botnets, (D)DOS attacks, defacing websites, violations of network security, etc. which can materially alter, intercept, or otherwise interfere with the placement or execution of an Order on the Trading Platform, or the transfer of funds to and from the Clients Account. The Client acknowledges, understands, and accepts that the PrimeXBT shall bear no responsibility or liability whatsoever in such an event.

6.2. The above Risk Disclosures are without prejudice to the Risk Disclosure Statement which can be found on the Website and must be read, understood, and accepted prior to the registration of a Client Account and the engagement of trading with PrimeXBT.

## **7. FEES, COMMISSIONS AND CHARGES**

7.1. The provision of Services and the performing of both trading and non- trading operations under the Agreement is subject to the payment of trade commission, margin financing, deposit/withdrawal related charges and other fees (the "Fees") to PrimeXBT. The [Fee Schedule](#) is available at all times on the Website.

7.2. PrimeXBT charges commission on carrying out operations to pay in/withdraw funds. The amount of commission for paying in/ withdrawal of funds depends on factors such as the Transaction amount, the type of Transaction, the Transaction currency, the system/method of payment/withdrawal and so forth.

7.3. When placing Orders in Leveraged Products, the applicable Fees for executing the Transaction or maintaining an open position or any other relevant Fee may appear as a percentage of the value of the Order, therefore the Client shall be responsible to understand what fees shall apply to their Order and how Fees are calculated in each case.

7.4. Any refund of Client funds shall be processed in accordance with the Withdrawal and Refund Policy, which forms an integral and inseparable part of this Agreement. Refunds may be subject to administrative fees, as disclosed within the relevant Refund Policy.

7.5. PrimeXBT may change its Fees and Commissions from time to time. PrimeXBT shall have the right to amend the fee schedule without prior notice to the Client.

7.6. PrimeXBT reserves the right to reject a withdrawal request in instances where it has reasonable grounds to believe that the said instruction is being placed to abuse any of its offerings and/or is contrary to its policies and procedures.

## **8. MARGIN & LEVERAGED TRADING**

8.1. When executing Transactions and placing Orders for Leveraged Products, the Client shall be required to deposit a Margin amount. A Leveraged Order cannot be placed without Margin. Margin is deposited by the Client in their Client Account or Sub-Account (depending on the type of service) and it is held by PrimeXBT in corresponding designated Client Fund Accounts in either Bank Accounts (for Fiat margin) or Wallets (for Cryptocurrency margin), as displayed on the Client Account, with the specific Client ID that has opened the leveraged position.



8.2. Clients must provide and maintain in their Account and/or any relevant sub-account (depending on the type of service) the necessary Margin in such amounts, and within such limits as PrimeXBT, in its sole discretion, may from time to time require in order to provide its Services and keep the leveraged positions open. PrimeXBT may change Margin requirements at any time without prior notice to Client, and the Margin requirements may vary from different Orders and/or Leveraged Product.

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

8.4. Subject to the applicable regulatory framework, PrimeXBT may deposit in PrimeXBT's general account(s) or any other account or Wallet (as applicable to the currency), any Client Margin and may commingle Margin with the Virtual Assets, currencies, and properties of PrimeXBT or other Clients. Any Margin and other Virtual Assets held by PrimeXBT on the behalf of Clients shall be segregated from PrimeXBT's own Virtual Assets, currencies, and property.

8.5. PrimeXBT may aggregate Client Orders. The allotment or distribution of any asset pursuant to such Order aggregation shall be at PrimeXBT's sole and absolute discretion. The Client acknowledges and agrees that PrimeXBT may enter into Transactions as principal and, in circumstances where PrimeXBT does act as a principal to any transaction, PrimeXBT may also take such actions as it reasonably requires to limit its liability/exposure under such Transaction.

8.6. PrimeXBT may at any time liquidate the Client's open positions or withdraw funds from Client Accounts, whether held by PrimeXBT in a Bank Account or Wallet for the

Client and bearing the Client's ID, without notice:

8.6.1. to ensure that actual Margin equals or exceeds the required Margin to maintain open positions; and/or

8.6.2. to satisfy any payment obligation to PrimeXBT, including commissions, margin financing and other costs in respect of the Clients' Account.

8.6.3. to prevent the accumulation of excessive Negative Balance of open positions.

8.7. The Client's open positions must be fully margined at all times. The client is responsible for monitoring their account and ensuring that the required Maintenance Margin is fully maintained to support open positions.

8.8. If the Maintenance Margin requirements are not met, open positions will be closed without additional notice, regardless of whether this results in a loss or a profit. It is important to note that the company bears no responsibility or liability for any outcomes resulting from such closures.

8.9. The Company reserves the right to use the Client's funds from any other wallet and/or account in order to cover the negative balance on the Client's trading account.

8.10. In the event of system failure or incorrect position calculation, PrimeXBT may either close the open position or use funds from the Client Account to keep the position open, whichever PrimeXBT sees fit in its absolute discretion. Refunded funds shall be processed in accordance with the Withdrawal and Refund Policy, which is an integral and inseparable part of this Agreement.

8.11. The Client acknowledges that trading on Margin may be subject to taxation. The Client shall remain fully and solely responsible for reporting, paying, settling and/or remitting any and all taxes (whether on any income, capital gains, sales, value added or similar tax and so forth) to the appropriate tax authorities that have jurisdiction over which the Client may be liable to pay tax to. For the elimination of any doubt, PrimeXBT shall not be responsible nor liable for withholding, collecting, reporting, paying, settling and/or

remitting any taxes, which may arise from the Client's participation in Margin Trading.

8.12. The Clients are entitled to withdraw any portion of funds corresponding to the free margin available in their Accounts to their Wallet, subject to applicable operational restrictions and any other limitations set forth by the Company. Notwithstanding this right, the Company reserves the right to suspend and/ or reject a withdrawal request in instances where it has reasonable grounds to believe that the said instruction is being placed to abuse any of its offerings and/or is contrary to its policies and procedures. In addition, the Company reserves the right to reject any withdrawal request if there are reasonable grounds to suspect that the request is being made with the intent to abuse the Company's Negative Balance Protection Policy ('NBP'), exploit off-quotes, profit on incorrect pricing from liquidity providers, or any other technical anomalies and/or errors. In such instances, the Company reserves the absolute right to cancel the withdrawal request and to make the necessary adjustments to the Clients' account(s), including but not limited to, the deduction of any and all profit derived from such errors or abusive activities.

## **9. FUTURES TRADING**

9.1. To conduct Futures Trading, you must register for, and successfully open a Crypto-Futures Trading Sub-Account with PrimeXBT. When registering for a Futures Trading Sub-Account, you acknowledge and represent that:

9.1.1. You fully understand the inherently high risks of Futures Trading, including but not limited to the risk of major fluctuations in the value of Virtual Assets in Futures Trading, and the risk of intensifying adverse outcomes when leverage is used.

9.1.2. You have sufficient investment knowledge and experience and the capacity to take risks arising from Futures Trading and agree to independently assume all the risks arising from engaging in Futures Trading.

9.1.3. Before engaging in Futures Trading, you have read and understood all the contents of the PrimeXBT Futures Trading Services Terms of Use and the relevant

PrimeXBT Futures Platform Policies and have consulted relevant professionals to make informed decisions on whether and how to engage in Futures Trading, according to their recommendations and your own reasonable judgment and individual initiative.

9.1.4. You agree and authorize PrimeXBT to take various reasonable measures in its discretion (including but not limited to forced liquidation and forced position reduction under specific circumstances) in accordance with the PrimeXBT Futures Trading Services Terms of Use and the relevant PrimeXBT Futures Platform Policies, to protect the legitimate interests of all Futures Trading Participants.

## **10. FIAT EXCHANGE SERVICES**

10.1. PrimeXBT does not directly provide any Fiat Exchange Services, including fiat-to-crypto and/or crypto-to-fiat exchange services, notwithstanding that such services may be available for use on PrimeXBT's Website or Systems. For the purposes of this section, fiat Exchange services shall mean the purchasing (onramp) or exchange/sale (offramp) of virtual assets with one or more fiat currency.

10.2. All Fiat Exchange Services (including both onramp & offramp), whether available on the Website or through a redirection to a third-party website, are provided to the Client by a third-party service provider, which is in a partnership relationship with PrimeXBT for this purpose and shall henceforth be referred to as "Fiat Exchange Service Provider".

10.3. If you wish to use Fiat Exchange Services, you must agree to any terms and conditions, rules, policies (or similar documents) provided by our Fiat Exchange Service Provider and provide any information that may be required for the purposes of using such services. If applicable, you may have to open an account with the Fiat Exchange Service Provider, by completing the relevant registration and identity verification procedures.

10.4. In this regard, all Fiat Exchange Services, including cancellations, recalls, refunds, or chargeback requests, shall be subject to the terms and conditions of our Fiat

Exchange Service Provider and shall be handled exclusively by them.

10.5. Unless otherwise stated on the Website and/or the Trading Platform, all Fiat Exchange Services shall be provided to you by a service provider of the Company i.e Baksta UAB, a Lithuanian private limited company with Registration No. 306038128, which has its registered office at Eisiskiu Sodų 18-oji street 11, Vilnius, Lithuania and which is registered with the Financial Crime Investigation Service (FCIS) in Lithuania as a Virtual Currency Exchange Operator and as a Depository Virtual Currency Wallet Operator in accordance with the applicable laws of the Republic of Lithuania. Baksta UAB is authorised to work in collaboration with third-party service providers to offer Fiat Exchange Services.

10.6. By accepting the terms and conditions of PrimeXBT, you hereby acknowledge and agree that you have also read, accepted, and thus promise to comply with the terms and conditions (including rules, policies, or such other similar documents) provided by Baksta UAB.

## **11. CONFIDENTIALITY AND PERSONAL DATA**

11.1. PrimeXBT may collect client information directly from the Client or from other persons including but not limited to credit reference agencies, fraud prevention agencies, third authentication service providers, other financial institutions, and providers of registers.

11.2. The PrimeXBT Privacy Policy, which can be found at all times on the Website, forms an integral and inseparable part of this Agreement. The Privacy Policy outlines our commitment to protect our Clients' privacy and provides an overview of how we collect, use, store and disclose your personal information for the purposes of this Agreement. By registering for an account and engaging with our Systems and Services, you acknowledge that you have read, understood, and agree to be bound by the Privacy Policy.

11.3. Client information which PrimeXBT holds, shall be treated as confidential and will not be used for any purpose other than in connection with the provision, administration,

and improvement of the Services, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by PrimeXBT without a duty of confidentiality will not be regarded as confidential.

11.4. The Client agrees that PrimeXBT reserves the right to disclose Client information (including recordings and documents of a confidential nature, card details, personal details) in the following circumstances as (and to the extent) required:

11.4.1. Where required by law or a competent Court;

11.4.2. Where requested by a regulatory authority having control or jurisdiction over PrimeXBT or the Client or their associates or in whose territory PrimeXBT has Clients;

11.4.3. To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;

11.4.4. To execution venues or any third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;

11.4.5. To credit reference and fraud prevention agencies, third-party authentication service providers and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification, or due diligence checks of the Client;

11.4.6. To PrimeXBT's professional advisors, provided that in each case the relevant professional shall be informed about the confidential nature of such information, and they shall be required to commit and agree to be bound by the same confidentiality obligations set out herein;

11.4.7. Only to the extent required, to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist PrimeXBT collect, storage, process and use Client information or get in

touch with the Client or improve the provision of the Services under this Agreement;

11.4.8. Only to the extent required, to other service providers for statistical purposes in order to improve PrimeXBT's Marketing processes. In such a case, the data will be provided in (statistical) aggregate form;

11.4.9. To market research call centers that provide telephone or email surveys with the purpose to improve our Services;

11.4.10. Where necessary in order for PrimeXBT to defend against legal claims or to exercise its legal rights;

11.4.11. At the Client's request or with the Client's consent;

11.4.12. To PrimeXBT Affiliates;

11.4.13. To successors or assignees or transferees or buyers of the Company;

11.5. PrimeXBT may share your KYC and other personal data with our Affiliate and/or Partner companies, i.e., our Fiat Exchange Service Provider, pursuant to multi-party data transfer agreements.

11.6. The Client is required to provide accurate, complete, and correct personal information as requested by the Company.

11.7. The collection and processing of personal data are for the purpose of adhering to applicable regulatory legislation requirements, including but not limited to anti-money laundering laws. It also serves all related purposes within this Agreement, such as enabling the Company to fulfill its duties to the Client.

11.8. The Client acknowledges and consents to the Company's right, for the purposes outlined in section 11.7, to collect, record, organize, accumulate, store, update, modify, retrieve, utilize, disclose, anonymize, block, delete, destroy, and conduct other necessary actions with their personal data, in accordance with prevailing regulatory laws.

11.9. The Client agrees and permits the Company to retain, manage, and process personal data as described in this Agreement for the duration of the Agreement and for a period of 5 years (or longer if the Company is requested by an Authority) following its termination.

## **12. COMMUNICATION WITH CLIENTS**

12.1. We will communicate with you via your registered e-mail, telephone, and/or messages/notifications within your Account. All our contact details are available on our Website. Any communication from you to us shall be deemed effective on the date and time of reception by us. It is your responsibility to ensure that you have read any and all communications that we may send you from time to time, via any communication method.

12.2. It is your responsibility to inform us about any changes in your contact details.

12.3. You understand and acknowledge that our official language is the English language. The provision of any information, including marketing material, any translated version of the Agreement and/or any other communication, in a language other than English, is provided solely for convenience purposes and the legally binding version shall always be the English language version of such documentation or communication.

12.4. Any communication sent to you by PrimeXBT is intended to be received by you, and only you. You are responsible for keeping any information we send to you private and confidential.

## **13. REPRESENTATIONS AND WARRANTIES**

13.1. You hereby represent and warrant that you are able to access and use the Website(s); In particular, the jurisdiction where you reside, hold citizenship, or conduct business allows you to utilize the Services offered by PrimeXBT and to enter into binding legal agreements with PrimeXBT; and



13.2. You shall use the Website, the Trading Platform, and the Services at your own risk. You agree that PrimeXBT shall not be liable for any damages or harm you incur that arises directly or indirectly from your voluntary use of the Website, the Trading Platform, and the PrimeXBT Services;

13.3. The information provided on the Website is for general information purposes only and is given in good faith. You acknowledge and warrant that you may act upon such information at your own risk, knowing that PrimeXBT shall not be held liable for any resulting losses or damages. The information provided through such mediums is selective, and PrimeXBT may not verify all information, which may not be complete or accurate for your purposes and should not be relied upon without further enquiry and personal research. The information should not be construed as a recommendation to trade or engage with the Services provided by PrimeXBT in a particular manner;

13.4. PrimeXBT does not warrant that the use of the Website will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Website, 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 Website. PrimeXBT shall not be, in any way, responsible for any such interference that prevents your access or use of the Website and the Service. PrimeXBT shall not be responsible for any losses, expenses, costs, or damages resulting from interruptions, errors, or interferences.

13.5. PrimeXBT gives no warranty about the Website. Without limitation to the foregoing, PrimeXBT does not guarantee that the Website will meet your requirements or that it will be suitable for your purposes. To avoid doubt, all implied conditions or warranties are excluded insofar as is permitted by law including, without limitation, warranties of merchantability, fitness for purpose, title, and non- infringement.

13.6. PrimeXBT is an independent contractor but not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between you and PrimeXBT.

13.7. You agree that, unless otherwise expressly provided in these Terms, PrimeXBT will not be responsible for any modification or termination of PrimeXBT Services by you

or any third party, or suspension or termination of your access to PrimeXBT Services.

13.8. You do not intend to hinder, delay or defraud PrimeXBT or any other PrimeXBT Clients, or engage in any illegal conduct and/or unlawful activity in relation to money laundering, receiving the proceeds of drug trafficking or terrorist activities; receiving the proceeds of criminal activities, terrorist activities or trading with such countries as might from time to time be subject to any embargo imposed by the Security Council of the United Nations, the European Union or in any place of the world.

13.9. PrimeXBT denies all liability for the operation and reliability of the Website(s) when used within an online environment, where you or a third party is providing the computer equipment and/or internet services upon which the product is dependent upon for any part of its functionality.

13.10. By using the Services, you confirm that you understand that the timely operation of the Internet and the World Wide Web is governed by constraints beyond the control of PrimeXBT. You accept that PrimeXBT shall not be liable for any perceived slow operation of the Website, or any damages or losses that could result from slow operation or disruption of the Website.

13.11. By using the Services, you accept that all trade executions are final and irreversible, and that PrimeXBT shall not be liable for the results of any trades or execution of Orders placed or initiated by you, alongside with any accompanying instructions given.

13.12. By using the Services, you accept that PrimeXBT reserves the right to liquidate any position at any time regardless of the profit or loss status of the position.

13.13. PrimeXBT does not warrant nor guarantee that the Service will meet your requirements; that the Service will be uninterrupted, timely, secure, or error-free; that the information provided through the Service is accurate, reliable, or correct; that any defects or errors will be corrected, or that the Service will be available at any particular time or location. You assume full responsibility and risk of loss resulting from your use of the Service and acknowledge that PrimeXBT shall not be liable for any resulting losses or damages.

## **14. INDEMNITY AND LIMITATION OF LIABILITY**

14.1. The Client shall indemnify and keep PrimeXBT and its directors, officers, employees or representatives indemnified against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by PrimeXBT or any other third party in respect to any act or omission of the Client in the performance of his/her obligations under this Agreement and/or the liquidation of any financial instruments of the Client in settlement of any claims with PrimeXBT, unless such liabilities result from gross negligence, willful default or fraud by PrimeXBT. This indemnity shall survive termination of this Agreement.

14.2. PrimeXBT shall not be liable for any direct and/or indirect loss, expense, cost, or liability incurred by the Client in relation to this Agreement, unless such loss, expense, cost, or liability is a result of gross negligence, willful default, or fraud by PrimeXBT. PrimeXBT shall have no liability to the Client whether in tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under and/or in connection with the Agreement.

14.3. PrimeXBT shall not be liable for any loss of opportunity as a result of which the value of the assets of the Client could have increased or for any decrease in the value of the assets of the Client, regardless of the cause, unless such loss is directly due to gross negligence, willful default, or fraud on the part of PrimeXBT.

14.4. PrimeXBT shall not be liable for any loss which is the result of misrepresentation of facts, error in judgment or any act done or which PrimeXBT has omitted to do, whenever caused, unless such act or omission resulted from gross negligence, willful default, or fraud by PrimeXBT.

14.5. PrimeXBT shall not be liable for any act or omission or for the insolvency of any counterparty, bank, custodian or other third party which acts on behalf of the Client or with or through whom Transactions on behalf of the Client are carried out.

14.6. PrimeXBT is committed to ensure continuity of the Services on the Website.

However, PrimeXBT assumes no responsibility for any error, omission, deletion, interruption, delay, defect, in operation or transmission, communications line failure, theft or destruction or unauthorized access or alteration of the site or Services. PrimeXBT denies responsibility for any problems or technical malfunction of any telephone networks or lines, computer online systems, servers or providers, hardware or software, or any technical failure because of technical problems or traffic congestion on the Internet, the site, or any Service. To the extent permitted by applicable law, in no event shall PrimeXBT be liable for any loss or damage arising from use of the site or Services or for any content posted on or through the site or Services, or the conduct of all users of the site or Services, whether online or offline.

14.7. PRIMEXBT AND/OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCE, FOR ANY DAMAGES INCURRED BY YOU, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE OF THE WEBSITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION THE QUALITY OR THE USEFULNESS OF INFORMATION PROVIDED THROUGH, OR AS PART OF THE WEBSITE(S), OR ANY INVESTMENT DECISION MADE ON THE BASIS OF THE INFORMATION, WHETHER THE DAMAGES WERE PREDICTABLE OR NOT AND WHETHER OR NOT PrimeXBT HAS BEEN ACQUAINTED WITH THE POSSIBILITY OF SUCH DAMAGES. LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL PrimeXBT's CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT OF MONEY YOU TRANSFERRED OR DEPOSITED IN YOUR ACCOUNT ON THE SITE IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY.

14.8. It is the Client's responsibility to verify that all Transactions and Services received are not contradictory to any applicable law and to undertake any other legal duty emanating from the use of Website at the Client's sole option, discretion and risk, and the Client is solely responsible for ascertaining whether it is legal in the Client's jurisdiction and/or place of residence. The Client holds sole liability for all Transactions in their trading Account, including all credit/debit card Transactions or other means of deposit and withdrawal transactions.

14.9. The Client is responsible for securing their username and password for their account. The Client holds sole responsibility for any damage caused due to any act or omission of the Client causing or leading to unauthorised and/or inappropriate and/or irregular use of the Client Account.

14.10. The Client agrees and undertakes to bear sole responsibility for any decision made, or to be made in reliance to the content of the Website and/or the Trading Platform and no claim or suit of any kind will arise to that effect against PrimeXBT and/or its directors, employees, affiliates, or agents. PrimeXBT will hold no responsibility for loss of profits related to the Website, Transactions carried out by the Client, Services, or any other damages, including special damages or indirect damages or circumstantial damages caused, except in the event of malicious acts made by PrimeXBT.

14.11. Without limitation to the foregoing and only in the event of definitive judgment by court or other authorized legal institution resolving that PrimeXBT holds liability towards the Client or third party, PrimeXBT's liability, in any event, will be limited to the amount of funds deposited and/or transferred by the Client to the account in respect of the Transaction which caused the liability of PrimeXBT.

## **15. FORCE MAJEURE**

15.1. PrimeXBT shall not bear responsibility for any harm of any form which may be caused to a Client in the event that such harm is the result of a force majeure event and/or any outside event which is not in the control of PrimeXBT. PrimeXBT shall not bear any responsibility for any delay in communications or failure of the Internet, including, without limitation, computer crashes or any other technical failure, whether caused by the telephone companies and various telecommunication lines, the ISP computers, PrimeXBT's computers or the Client's computers.

15.2. If PrimeXBT has sufficient grounds, it may claim force majeure events. Force majeure events include (without limitation):

15.2.1. any action, event or occurrence (including, but not limited to, any strike,

riots or civil strife, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, power outages, interruptions in the operation of communication equipment, software or electronic equipment, incorrect operation of any kind of equipment or software, the instability in the quote stream, interruptions in the operation of or the instability of liquidity providers, etc.), which, in PrimeXBT's reasonable opinion, led to the destabilization of the market or the markets for one or more assets (instruments);

15.2.2. the suspension of work, the liquidation or discontinuation of any underlying instrument or the absence of any event on which PrimeXBT bases prices, or the imposition of restrictions or special or non-standard terms of trade in any underlying instrument, or in respect of any such event.

15.3. If PrimeXBT has established that a force majeure event has occurred, PrimeXBT shall have the right (without prejudice to PrimeXBT's other rights) to take any of the following steps without prior written notification and at any time:

15.3.1. cancel any or all Transactions and/or Orders the result of which is directly or indirectly affected by force majeure;

15.3.2. suspend or amend the application of one or all provisions of the Agreement as long as the force majeure event makes it impossible for PrimeXBT to comply with these provisions;

15.3.3. take or, on the contrary, not take any action in respect of PrimeXBT, the Client, or other clients, if PrimeXBT reasonably deems it appropriate under the circumstances.

15.3.4. PrimeXBT assumes no liability for breach (improper discharge) of obligations if a force majeure event has interfered with that obligation.

## **16. DURATION AND TERMINATION OF THE AGREEMENT**

16.1. The Agreement herein shall come into force for an indefinite term upon acceptance

of these terms and conditions during the Account opening/registration procedure on the Website or through the Systems.

16.2. In case of any discrepancies between the text of the Agreement in English and its translation in any other language (if any), the text of the Agreement in English as a whole shall prevail, as well as the English version/text of any other documentation or information published on the Website.

16.3. The Agreement may be terminated in any of the following circumstances:

16.3.1. Each Party shall be entitled to terminate this Agreement at any time by giving the other Party 15 (fifteen) days' written notice. During the 15 days' notice, PrimeXBT may limit the services available to the Client, however access will be granted in order for the Client to withdraw any remaining balance. During the 15 days' notice period, it is the Client's responsibility and obligation to proceed with the closure of any open positions and/or withdraw his/her remaining balance. In case the Client fails to proceed with the closure of his/her open positions during this 15 days' notice period, the Company reserves the right to proceed with the closure of the Client's open positions. Following the closure of the Client's open positions the Company shall bear no responsibility or liability in relation to the outcome of such closure whether it results in profit or loss.

16.4. PrimeXBT shall be entitled to terminate this Agreement immediately, close all open positions, block the Client's account, and return any remaining funds (if applicable) and without giving prior notice under the following circumstances:

16.4.1. Death or legal incompetence of the Client.

16.4.2. If any application is made or any order is issued, or a meeting is convened, or a resolution is approved, or any measures of bankruptcy or winding up of the Client are taken.

16.4.3. In case the Client receives 2 warnings regarding verbal abuse against employees of PrimeXBT and/or against the Company.

16.5. PrimeXBT shall be entitled to terminate this Agreement immediately, close all open

positions, block the Client's account, and return any remaining funds (if any) excluding any profit and without giving prior notice under the following circumstances:

16.5.1. The Client violates, or PrimeXBT has reasonable grounds to believe that the Client has violated, any of the Client's obligations under this Agreement and/or is in breach of any of the warranties and representations made by them in this Agreement.

16.5.2. If it comes to PrimeXBT's attention and/or PrimeXBT has reasonable grounds to believe that the Client has not reached the age of maturity in the country in which they are a resident or citizen, as applicable.

16.5.3. If it comes to PrimeXBT's attention and/or PrimeXBT has reasonable grounds to believe that the Client seeks to be, is or became a US Reportable Person or has become a resident of a Restricted Jurisdiction.

16.5.4. PrimeXBT has suspicion based on available information that the Client:

16.5.4.1. Is and/or has been using fraudulent means or was involved in a fraudulent scheme.

16.5.4.2. Has illegally and/or improperly and/or unfairly or otherwise gained an unfair advantage, over and/or to the detriment of other clients of PrimeXBT and/ or PrimeXBT itself;

16.5.4.3. Engages in trading strategies that are part of broader fraudulent schemes, including, but not limited to, using mirror trading to manipulate the company's trading systems. These strategies may also involve the participation of other traders or groups of traders, aimed at profiting through the manipulation of the company's trading systems and/or services. In addition PrimeXBT reserves the right to cancel, revoke, or withdraw the Promo code and/or the Bonus provided by the Promo code and annul all or any portion of profits made when using the Bonus at any time in case of any suspected abuse of Promo codes by a participant, including but not limited to using multiple Promo codes on multiple accounts to mirror trades.



16.5.4.4. Where PrimeXBT reasonably believes that you are abusing any of its offerings (e.g., you voluntarily and/or involuntarily partake in arbitrage unrelated to market inefficiencies, including but not limited to, latency arbitrage and swap arbitrage, act contrary to good faith, maintain -on purpose- multiple Client profiles). It should be noted that this is not an exhaustive list.

16.5.4.5. Was unjustly enriched by using information which was intentionally and/or negligently and/or otherwise concealed and/or not disclosed in advance by the Client to PrimeXBT and/or for which if PrimeXBT had known in advance, it would have not consented and/or it would not have authorised the use of such information by the Client for the purposes of this Agreement; and/or

16.5.4.6. Has performed acts with the intention and/or effect of manipulating and/or abusing the market and/or PrimeXBT's trading systems and/or deceiving PrimeXBT and/or defrauding the PrimeXBT; and/or

16.5.4.7. Has acted in bad faith during the performance of his obligations under the Agreement.

16.5.4.8. The Client being guilty, or PrimeXBT has suspicions that the Client is guilty, of malicious conduct or gross negligence or fraud or of using fraudulent means or was involved in a fraud scheme in relation to the performance of this Agreement.

16.5.5. The termination is required under applicable law.

16.5.6. If the Client does not or refuses to provide to PrimeXBT, his KYC documents if such documents were requested by PrimeXBT.

16.5.7. In case the Client uses and/or there are indications that lead PrimeXBT to reasonably believe that the Client uses different IP addresses from different countries and/or VPN and/or VPS during the course of executing any Transactions and/or trades through the Trading Platform. Whether the Client has provided notice to PrimeXBT of any change to its IP address and/or of the use of VPN and/or VPS is not relevant.

16.5.8. The Client has initiated a chargeback in relation to the funds held in the Client's Account. In case PrimeXBT identifies that the Client created any additional trading Account(s) following the chargeback dispute, PrimeXBT shall be entitled to, without giving prior notice, terminate the Agreement immediately, close all open positions, block the account(s), and return any remaining own funds (if applicable) excluding profits.

16.5.9. Where PrimeXBT identifies that the Client is involved and/or is using a high frequency trading software with the purpose of manipulating PrimeXBT's systems and/or Trading platform and/or has illegally and/or improperly and/or maliciously and/or knowingly gained an unfair advantage over and/or to the detriment of other Clients of PrimeXBT and/or PrimeXBT and/or this high frequency trading software is designed to abuse PrimeXBT's systems and/or Trading platform.

16.5.10. Where PrimeXBT identifies that the Client's funds and/or payment account(s) have been used to fund a third-party account and it has reasonable suspicion that the Client and/or third party is circumventing any of the clauses of the present Agreement by doing so and/or is acting in collaboration with a third-party circumventing any of the clauses of this Agreement.

16.5.11. Where the Company identifies, or the Client notifies the Company, that the Client's account was accessed in a manner considered unauthorized, the Company reserves the right to immediately block the Client's trading account without prior notification. Under these circumstances, the Client will not be entitled to any profits made while the account was accessed without authorization.

16.5.12. Where PrimeXBT suspects or has evidence that the Client is engaged in suspicious trading or other activity or has breached any of the above terms or warranties. This may result in the unwinding of any Transactions and/or Orders the Client has entered into, including the liquidation of any open positions.

16.5.13. Where the Client commits any of the prohibited actions listed in this Agreement and specifically, in section "Prohibited Actions".

16.5.14. If it comes to PrimeXBT's attention and/or PrimeXBT has reasonable grounds to

believe that the Client has more than one non-terminated account(s) open with PrimeXBT.

16.5.15. Where PrimeXBT identifies that the Client's account was funded by a third party. The Company strictly prohibits any third-party payments into the Client's trading account. Furthermore, the Company reserves the absolute discretion to freeze the deposited funds and/or return the deposited funds to the original sender.

16.5.16. Where the Client engages in abusive and/or fraudulent trading activities and/or behavior, including but not limited to, mirror trading, latency abuse, off-quotes trading, latency arbitrage, swap arbitrage, or any other conduct deemed contrary to principles of good faith and/or should the Company has reasonable grounds to suspect that the Client has engaged in such activities, the Company reserves the absolute right, at its sole discretion, to cancel, revoke, and annul any trades executed on the Client's account(s) or any accounts associated with the Client. This includes the right to cancel, and/or void and/or forfeit any profits, in whole or in part, derived from such abusive activities. Furthermore, the Company retains the absolute right to close any or all of the Client's accounts, recover any and all losses sustained as a result of these activities, and to terminate the Client's account pursuant to Section 16.5 of the Agreement, without prior notice or warning to the Client.

16.6. Notwithstanding the termination of this Agreement, any lawful rights or obligations that emerged prior to or during the termination will remain unaffected and the Client is required to pay and/or compensate the Company in relation to, inter alia, the below:

16.6.1. Any outstanding fees owed to the Company and any other due payments;

16.6.2. Expenses the Company has incurred while providing services under this Agreement, or as a consequence of its termination; and

16.6.3. Any losses incurred during the arrangement or settlement of pending obligations.

16.6.4. This clause shall survive the termination of the Agreement for the reasons stated in section 16 of this Agreement.

16.7. Upon the termination of this Agreement, the Company shall not have any liability towards the Client in instances where the Client has not satisfactorily met his/her obligations as specified within the terms of this Agreement. Additionally, the Company

reserves the right to fully enforce its contractual rights as stated herein.

## **17. ASSIGNMENT**

17.1. This Agreement shall be personal to the Client and the Client shall not be entitled to assign or transfer any of their rights or obligations under this Agreement. PrimeXBT may, at any time, assign or transfer any of its rights or obligations under this Agreement to a third party.

## **18. GOVERNING LAW**

18.1. All the terms and conditions of this Agreement as well as any matters pertaining to this agreement, including without limitation to matters of interpretation or disputes, shall be governed by the applicable Laws of Saint Lucia.

18.2. PrimeXBT and the Client irrevocably submit to the jurisdiction of the Saint Lucia, for the settlement of any disputes that arise in PrimeXBT regarding this Agreement.

## **19. SEVERABILITY**

19.1. If any term, provision, covenant, or restriction of this Agreement is held by a Court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the Agreement, provisions, covenants, and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties hereto shall use their commercially reasonable efforts to find and utilise alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant, or restriction.

19.2. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants, and restrictions of the Agreement without including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.

## **20. INTELLECTUAL PROPERTY**

20.1. PrimeXBT has exclusive intellectual property rights on all content, trademarks, service marks, trade names, logos and icons that are the property of PrimeXBT, its affiliates, and agents, and are protected by copyright laws and international treaties and provisions. All Clients agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that the client receives from 3rd persons or downloads and prints from the Website(s) of PrimeXBT.

20.2. The Client will not obtain any intellectual property rights in, or any right or license to use such materials or the site of PrimeXBT, in any other way other than as set out in this Agreement. Images displayed on the Website of PrimeXBT are either the property of PrimeXBT or used by PrimeXBT with the express permission of their rightful owner.

20.3. The Client agrees not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property rights (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of PrimeXBT.

20.4. By submitting content about PrimeXBT and/or it's Services to any public area in the internet, including but not limited to blogs, message boards, and forums, you grant PrimeXBT a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the 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.

## **21. TAXES**

21.1. PrimeXBT is not a tax agent and thus shall not provide clients' financial information to any third parties. This information will not be disclosed unless officially requested by government authorities. The Client irrevocably accepts full responsibility for their actions according to current tax legislation valid at the place of residence/living of the Client

regarding any performed Transactions, included but not limited to revenue/income tax.

## **22. CONTACTING US**

22.1. If you have any questions about this Agreement, feel free to contact us at e-mail: [support@help.primexbt.com](mailto:support@help.primexbt.com)