

TERMS OF USE

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These Terms of Use (“**Terms**”) govern your access and use of the Services provided by BAM Trading Services Inc. and its related companies and affiliates (“our,” “we,” “**BAM**”). Our services include: (1) the content on our website located at binance.us (“**Website**”) or any other websites, pages, features, or content we own or operate (collectively, the “**Sites**”) or when you use our mobile app; (2) any application program interface (“**API**”) made available by BAM to you as a service or third-party applications relying on such an API (“**BAM APIs**”); (3) the Platform (defined below) which provides Digital Asset (defined below) trading services (“**Trading Services**”); (4) BAM or its affiliates staking of Digital Assets that you may designate (“**Staking Services**”); and (5) and any other services that BAM may make available from time to time (collectively, the “**Services**”).

Please read these Terms, our [Disclosures](#), [Privacy Policy](#), [Trading Rules](#) and any other terms referenced in this document carefully. The Terms you see below are important because they:

- Outline your legal rights;
- Explain the rights you give to use when you use our Services;
- Describe the rules you must following when using our Services; and
- Contain a class action waiver and an agreement to resolve any disputes that may arise by arbitration.

You agree that you have read, understand, and accept these Terms by signing up for an Account(s) (defined below) with BAM, accessing our Website, or BAM APIs (where available). If you do not agree with these Terms, do not access or use the Services, Sites, or any other aspect of our business.

Your use of the Services is subject to additional terms and conditions, which are incorporated into these Terms:

- [Disclosures](#)
- [Privacy Policy](#); and
- [Trading Rules](#).

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Binding Contract

These Terms form a binding contract between you and BAM. Please read these Terms carefully. You agree that you have read, understand, and accept these Terms by signing up for an Account(s) with BAM, accessing our Website, or BAM APIs (where available). If you do not agree with these Terms, do not access or use the Services, Sites, or any other aspect of our business.

Trading Risks

- **Forks.** It is possible that planned, unplanned, sudden, scheduled, expected, unexpected, publicized, not well-known, consensual, and/or controversial changes to the underlying operating rules of certain Digital Assets may occur from time to time in such a way as to result in the creation of one or more related versions of an existing Digital Asset (each instance of any such change, a “**Fork**”). Forks may result in multiple versions of a Digital Asset and could lead to the dominance of one or more such versions of a Digital Asset (each a “**Dominant Digital Asset**”) and the partial or total abandonment or loss of value of any other versions of such Digital Asset (each a “**Non-Dominant Digital Asset**”). We are under no obligation to support a Fork of a Digital Asset that you hold in your Account(s), whether or not any resulting version of such Forked Digital Asset is a Dominant Digital Asset or a Non-Dominant Digital Asset. If we elect, at our sole and absolute discretion, to support a Fork of a Digital Asset, we will make a public announcement through the Website. Under no circumstances shall any of the Indemnified Persons (defined below) be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons’ (1) decision to support such Fork or the timing of implementation of such support, or (2) decision to not support a Fork of any given Digital Asset, including the determination to support, continue to support, or cease to support any Dominant Digital Asset or Non-Dominant Digital Asset.
- **Airdrops.** We shall have sole and absolute discretion to decide whether or not to support any distributions, dividends, or “airdrops” of Digital Assets to Account(s) operated by us (collectively, “**Airdrops**”), regardless of whether or not you would have received such Airdrops if you held your Digital Assets outside of the Account(s) operated by us. We have no obligation to distribute and/or support any Airdrop and shall bear no liability to you or any other persons for failing to do so.
- **Disclosure.** YOU ACKNOWLEDGE AND ACCEPT THE FOLLOWING RISKS, IN ADDITIONAL TO RISKS PUBLISHED BY BAM THROUGH ONE OR MORE RISK DISCLOSURES ON ITS WEBSITE, RELATING TO THE USE OF THE PLATFORM AND THE SERVICES:
 - the risk of loss in trading Digital Assets may be substantial and losses may occur over a short period of time;

- the price and liquidity of Digital Assets has been subject to large fluctuations in the past and may be subject to large fluctuations in the future;
- Digital Assets are not legal tender, and are not backed by any government;
- legislative and regulatory changes or actions at the national or international level may adversely affect the use, transfer, trade, and value of Digital Assets;
- Digital Asset blockchains may Fork, and we may not support the Forked Digital Asset promptly or at all;
- Transactions (defined below) in Digital Assets may be irreversible, and accordingly, losses due to fraudulent or accidental Transactions may not be recoverable;
- some transactions in Digital Assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you or any other user initiates or completes the Transactions on the Platform;
- the value of Digital Assets may be derived from or influenced by the continued willingness of market participants to trade fiat currencies for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear;
- the nature of Digital Assets may lead to an increased risk of fraud or cyberattack and may mean that technological difficulties experienced by BAM may prevent access to, or use of, your Digital Assets;
- BAM may experience sophisticated cyberattacks, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions in the Services;
- BAM having Digital Assets on deposit or with any third-party in a custodial relationship has attendant risks, which include security breaches, risk of contractual breach, and risk of loss; and
- Digital Assets blockchains may become congested or become nonoperational because of attacks, bugs, hard forks, or other unforeseeable reasons.

BAM does not provide any financial, investment, business, accounting, tax, legal, or other advice to you. All Transactions are executed automatically, based on your Instructions (defined below), and you are solely responsible for determining whether any investment, investment strategy, or Transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

- **Digital Asset Delisting.** From time to time and in our sole and absolute discretion, we may remove one or more Digital Assets from the Platform such that you will no longer be able to access such Digital Assets as part of the Trading Services and will be no longer able to maintain balances in such Digital Assets or make any deposits or withdrawal thereof, in each case with immediate effect for any reason or no reason whatsoever, including, without limitation, where we are required to do so by any applicable law or regulation (including, without limitation, any U.S. federal or state securities laws), or any court or authority to which we are subject in any jurisdictions. You hereby acknowledge and consent to that our ability to take such delisting actions, including, without limitations, to cancel your outstanding Instructions for delisted Digital Assets and require you to remove delisted Digital Assets within a reasonable period of time, beyond which you will no longer be able to access the delisted Digital Assets. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses

(including loss of profits, business, or opportunities), damages or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction in accordance with these Terms.

Eligibility

To be eligible to use the Services, you must satisfy the following:

- **Authorized User.** You must be an individual, corporation, legal person, entity, or other organization with the full power, authority, and capacity to (1) access and use our Services and (2) enter into, deliver, and perform your obligations under these Terms. If you are an individual, you must be at least 18 years old.
- **U.S. Person.** You are a U.S. Person and are not a resident of a Restricted State. “**U.S. Person**” means any of the following:
 - a citizen of the United States of America (“**U.S.**”);
 - a U.S. resident - meaning (1) a green card holder; or (2) an individual physically present in the U.S. for 31 days in the current calendar year and 183 days during the three year period that includes the current year and the two years immediately before that, counting: (a) all the days present in the U.S. in the current year; (b) 1/3 of the days present in the U.S. in the first year before the current year; and (c) 1/6 of the days present in the U.S. in the second year before the current year; (3) an individual designated a resident for U.S. tax purposes; or (4) an individual with a U.S. mailing address.
 - a corporation, partnership, or entity organized or existing under the laws of any state territory or possession of the U.S.;
 - an estate or trust of which any executor, administrator, or trustee is a U.S. Person;
 - an agency or branch of a foreign entity located in the U.S.;
 - a discretionary or non-discretionary account held by a fiduciary for the benefit or account of a U.S. Person;
 - a non-U.S. partnership, corporation, or entity owned or controlled by a U.S. Person (ownership of 10% or more by a U.S. Person); or
 - a partnership, corporation, or entity with a U.S. mailing address.

“**Restricted States**” means Connecticut (CT), Hawaii (HI), Idaho (ID), Louisiana (LA), New York (NY), North Carolina (NC), Texas (TX), Vermont (VT), and Washington (WA). The list of Restricted States is subject to change at any time. In the event a state becomes a Restricted State, BAM will provide users residing in that state with notice via email, a notification on the Website, or other means deemed necessary regarding their access to the Services.

- **Representations And Warranties.** You agree that all of your representations and warranties, as set out in these Terms, are true, accurate, and complete.
- **Covenants.** You agree that you have and will perform all of your covenants, agreements, obligations or undertakings as set out in these Terms.

Use Of The Services

- **Digital Assets Trading Platform.** BAM operates a platform (“**Platform**”) that provides you with Trading Services for digital assets (also known as a ‘cryptocurrency’ or ‘virtual currency’), which is issued, stored,

and/or transferred based on the protocol of a computer network known as a blockchain or a public transaction ledger (“**Digital Assets**”). You may use the Platform to execute the following trades: (1) sale of a Digital Asset for fiat or another Digital Asset; and (2) purchase of a Digital Asset with fiat or another Digital Asset. In order to provide a liquid market and prices for Digital Assets, you acknowledge and agree that third parties, which may include affiliates or related corporations of BAM, may act as market makers and transact on the Platform as your counterparty.

- **Staking Services.** You may be eligible to stake Digital Assets in a third-party proof of stake network via the Staking Services. If you designate Digital Assets for the Staking Services, BAM will stake the designated Digital Assets by acting as a transaction validator on the applicable network for the Digital Asset being staked. If BAM successfully validates a block of transactions in a particular Digital Asset, you may earn a reward granted by that Digital Asset’s network. The reward will be determined by the protocols of the applicable network. You have no rights to staking rewards until such rewards are received by BAM, at which time BAM will promptly transfer your portion of the staking reward into the account you opened with BAM for the purposes of procuring any Service (“**Account**”). There is no guarantee that you will receive a staking reward when you designate your Digital Assets for Staking Services. BAM will use commercially reasonable efforts to stake any Digital Assets for which you are using Staking Services. If BAM incurs a penalty (e.g., through slashing) for its failure to validate a block after being selected by a particular network, BAM shall reimburse you to ensure that you do not incur a financial loss and are made whole. For the avoidance of doubt, you shall not be entitled to an amount greater than the amount you designated to BAM for the applicable Staking Service. Staking Services may be made available to you where staking functionality is available on the Platform. You are not required to stake with BAM to maintain an Account(s) or use our Services. You may opt-in or opt-out of Staking Services at any time.
- **Other Services.** BAM may make available other services from time to time, which shall be subject to such terms and conditions as may be established by BAM and published on the Sites.
- **Fees.** BAM’s fees are available for your reference on our [Fee Structure](#) page. By using the Services, you agree to pay all applicable fees. BAM may adjust fees from time to time.
- **Third-Party Payment Partners.** We may use a third-party payment processor to process any U.S. dollar payment between you and BAM, including but not limited to payments in relation to your use of withdrawals or deposits and Digital Asset Transactions. The name on your linked bank account must match the name verified on your Account(s).
- **FDIC Insurance.** U.S. dollar deposits stored in your Account(s) are held in pooled custodial accounts at one or more U.S. banks. Our custodial accounts have been established with the intention that they be eligible for Federal Deposit Insurance Corporation (“**FDIC**”) pass-through, up to the per-depositor coverage limit then in place (currently \$250,000 per eligible individual). FDIC pass-through insurance protects your funds against the risk of loss if any U.S. bank where we maintain custodial accounts fails. It is our policy to comply with the regulations and other requirements of the FDIC for pass-through deposit insurance. In the event we terminate our relationship with one of our U.S. banks, your available balances will neither be affected nor will the transfer of funds from one U.S. bank to another jeopardize the availability of FDIC insurance, subject to applicable limitations.

Account Creation

- **Setup.** Full use of our Services requires that you create an Account(s) by: (1) providing us with information such as your full name, email address (temporary, disposable, self-destructive or similar email addresses are prohibited), and such other information as we may require; (2) selecting a strong password; and (3)

accepting these Terms. BAM reserves sole and absolute discretion to accept or reject any application for any reason or for no reason whatsoever, or limit the number of Account(s) that you may hold. Under no circumstances shall any of the Indemnified Persons (defined below) be responsible or liable to you or any other person or entity for any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs arising from our decision to reject your application to open an Account(s).

- **Identity Verification.** As a money services business registered with the U.S. Department of the Treasury's Financial Crimes Enforcement Network, BAM is required to, among other things, identify users on our Platform. You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information for at least six years (see below for details). You will need to complete certain verification procedures before you are permitted to use the Services and your access to one or more Account(s) or the Services, and the Limits (defined below) that apply to your use of the Account(s) or the Services may be altered as a result of information collected on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number and scans of government-issued identity documents. In addition to providing this information, to facilitate compliance with global industry standards for data retention, you agree to permit us to keep a record of such information for the lifetime of your Account(s) plus six years beyond the termination of your Account(s). You agree to keep us updated if any of the information you provide changes. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud, money laundering, terrorist financing, or other financial crime, and to take any action we deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to our inquiries in full. If there is reasonable doubt that any information provided by you is wrong, untruthful, outdated, or incomplete, BAM shall have the right to send you a notice to request corrections, remove relevant information directly and, as the case may be, terminate all or part of the Services provided to you. You shall be solely and fully responsible for any loss or expenses incurred during the use of the Services if you cannot be reached through the contact information provided.
- **Enhanced Due Diligence.** We may require you to submit additional information about yourself or your business, provide records or documentation, or have face to face meetings with representatives of BAM (such process, "**Enhanced Due Diligence**"). We reserve the right to charge you for any costs and fees BAM incurs in associated with such Enhanced Due Diligence.
- **Access.** To access your Account(s) or the Services, you must have the necessary equipment (such as a computer or smartphone) and the associated access to the Internet. Your Account(s) or the Services can be accessed directly using the Website or by such other mode of access (including but not limited to through the BAM APIs) as BAM may prescribe from time to time. The use of the Website and other methods may be subject to such additional terms as may be prescribed by BAM. You are only permitted to access your Account(s) using your Account(s) login credentials and other required forms of authentication. We require multi-factor authentication to keep your Account(s) safe and secure. As a result, you may be required to use at least two forms of authentication when accessing your Account(s) and performing certain operations in your Account(s). Forms of multi-factor authentication in addition to your login credentials may include verification tokens delivered through SMS or a specified and supported 2FA application. If you choose to install and use two-factor authentication ("**2FA**") on a device (e.g., phone or tablet) on which the operating system has been tampered with in any way, you do so at your own risk.

This includes, but is not limited to, a “rooted” (Android) or “jailbroken” (iOS) device. We reserve the right in our sole discretion to prohibit access from or by any device on which the operating system has been or is suspected of having been modified or tampered with. You agree that we may provide your 2FA data to a third-party service provider in order to help us authenticate you. You must update to the most recent operating system(s) supported by BAM or its affiliates on your necessary equipment (such as a computer or smartphone) as soon as such operating system(s) update becomes available. We reserve the right in our sole discretion to limit or suspend the Services offered to you if you attempt to access your Account(s) or the Services on an outdated or unsupported operating system(s).

- **Personal Account Usage.** You must ensure that Account(s) registered under your name will not be used by any other person. You must notify us immediately of any breach of security, loss, theft, or unauthorized use of your username, password, or security information. BAM reserves the right to terminate, suspend, or restrict your access to any Account(s) if there is reasonable suspicion, as determined in BAM’s sole and absolute discretion, that the person logged into your Account(s) is not you or if we suspect that the Account(s) have been or will be used for any illegal, fraudulent, or unauthorized purposes. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s).
- **Corporate Account Usage.** If you are a corporation, legal person, entity, or other organization for whom BAM maintains a corporate account for the provision of services (“**Corporate Account**”), you must ensure that your Corporate Account(s) will not be used by persons that have not completed identity verification (See [Identity Verification](#)). You must notify us immediately of any breach of security, loss, theft, or unauthorized use of your username, password, or security information. BAM reserves the right to terminate, suspend, or restrict your access to any Corporate Account(s) if there is reasonable suspicion, as determined in BAM’s sole and absolute discretion, that the person logged into your Corporate Account(s) is not the natural person authorized to use the Corporate Account or if we suspect that the Corporate Account(s) have been or will be used for any illegal, fraudulent, or unauthorized purposes. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Corporate Account(s). At BAM’s discretion, you may access the segregated account nested under the primary Corporate Account (“**Sub-Account**”) feature on the Platform. Each natural person associated with a Sub-Account must undergo identity verification (See [Identity Verification](#)). Only one natural person may be associated with a particular Sub-Account. You must notify us immediately of any breach of security, loss, theft, or unauthorized use of your username, password, or security information. BAM reserves the right to terminate, suspend, or restrict your access to any or all of the Services, if there is reasonable suspicion, as determined in BAM’s sole and absolute discretion, that more than one natural person has access to and/or transacts using the same Sub-Account, or if we suspect that Sub-Account(s) have been or will be used for any illegal, fraudulent, or unauthorized purposes. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Corporate Account(s).
- **Safeguarding Your Account.** At all times, you shall maintain adequate security and control of all of your Account(s) details, passwords, personal identification numbers, API keys, API secret keys, or any other codes that you use to access your Account(s) or the Services or to send any instruction, request, or order given to BAM in relation to the operation of your Account(s) or to execute any Transaction (defined below), through such medium and in such form and manner as BAM may require (“**Instruction**”) to us.

- **Information.** BAM reserves the right to request, and you agree to provide, any and all information and documents BAM deems relevant or necessary in connection with the use of the Platform and/or the Services.
- **Account Closure.** You may terminate your Account(s) at any time by following the account termination procedures as prescribed by BAM from time to time. You will not be charged for terminating your Account(s), although you will be required to pay any outstanding amounts owed to us. You authorize us to cancel or suspend any pending transactions at the time of cancellation.
- **Account Termination.** BAM has the right to terminate, suspend, or restrict your access to your Account(s), as well as take any other action as we deem necessary, in the event that you are not, or are no longer, eligible to use the Services. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity due to any such termination, suspension, or restriction of access to any Account(s), or any other action taken by any of the Indemnified Persons in connection with your ineligibility to use the Services.

Transactions

- **Transactions.** When you sell, purchase, or carry out other transactions in Digital Asset(s), other asset(s), or product(s) as BAM may from time to time permit to be carried out on the Platform (“**Transactions**”), you are not Transacting with BAM. Rather, BAM acts as the agent, transacting on your behalf, to facilitate such Transaction between you and other users. You can purchase Digital Asset(s) using: (1) Digital Asset(s) or fiat monies in your BAM Account(s); (2) a valid bank account in the name that matches your Account(s); or (3) a credit or debit card in the name that matches your Account(s) (“**Payment Methods**”). Using a Payment Method to purchase Digital Asset(s) generally will initiate on the Business Day (defined below) that we receive your Instructions. Digital Asset(s) that you purchase will be deposited into your Account(s) as soon as the funds have settled to BAM, which may take up to five Business Days if the purchase was made via a bank account, credit, or debt card.
- **Trading Rules.** You agree to adhere to, and be bound by, the [Trading Rules](#). BAM may, from time to time at its sole and absolute discretion, amend, supplement, or replace the Trading Rules, which shall be binding on you if you continue to maintain your Account(s) or use any of the Services after the effective date of any such amendment, supplement, or replacement of the Trading Rules.
- **Market Makers.** You acknowledge, agree, and accept that: (1) one or more market makers (which may include affiliates or related corporations of BAM acting in such capacity) may be appointed by BAM to promote liquidity on the Platform, and any such market maker may enter into any Transaction with you as your counterparty; (2) market makers may also maintain positions in various Digital Assets as part of their market making activities, including positions in Digital Assets that are contrary to your positions; and (3) under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity as a result of the market making activities of the market makers.
- **Limits.** You may be subject to limits on the value of Transactions, or deposits into or withdrawals out of your Account(s) (together, “**Limits**”), stated in USD, that you may transact in a given period (e.g. daily). To view the Limits applicable to you, please refer to our [Trading Rules](#) page. We reserve the right to change any applicable Limits from time to time in our sole and absolute discretion. If you wish to increase the Limits applicable to you, you may submit a request to our user support team via our [Support](#) page. BAM may, in its sole and absolute discretion, increase your Limit, lower your Limit, or maintain your current Limit, in each case subject to any further conditions that we deem necessary.

- **Unauthorized Transactions.** You are solely responsible for the control and use of your Account(s) and any Instruction sent from your Account(s) is deemed to be authorized and is binding on you. We are not obliged to verify the identity or authority of any person(s) using your Account(s) and we shall be at liberty to accept, and rely on, any Instruction sent from your Account(s). Notify us immediately if you notice unauthorized or suspicious activity in your Account(s). Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons' reliance on any Instruction sent from your Account(s).
- **Retention Of Transaction Information.** To facilitate compliance with global industry standards for data retention, you agree to permit us (but agree to not require us) to keep a record of all Transaction information for the lifetime of your Account(s) plus six years beyond your Account(s) termination. Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the use and performance of our Sites and Services.

Instructions

- **Your Instructions.** You are solely responsible for accurately entering any Instruction. BAM is not obliged to verify the accuracy or completeness of any such information or Instruction, for monitoring, or refusing to process duplicate Instructions. Your Instructions are irrevocable, unconditional, and are binding on you, and such Instructions may be acted or relied upon by us irrespective of any other circumstances. As such, once you give any Instruction, you have no right to rescind or withdraw such Instruction without our written consent. Your Instruction shall not be considered to be received by BAM until it has been received by BAM's server. Additionally, BAM's records of all Instructions shall be conclusive and binding on you for all purposes.
- **Your Identity Or Authority.** BAM has no obligation to verify the identity or authority of any person giving any Instruction and the authenticity of such Instruction. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs suffered by you or any other person or entity, arising from any of the Indemnified Persons relying or acting upon any Instruction which is given or purported to be given by you, regardless of the circumstances prevailing at the time of such Instruction, the nature of the arrangement, services, or transaction made pursuant to such Instruction or the amount of money involved and notwithstanding any error, misunderstanding, fraud, forgery, lack of clarity, or authorization in the terms of such Instruction.
- **Our Discretion.** You acknowledge and agree that BAM may, in its sole and absolute discretion, refuse to act upon or defer acting upon any Instruction, or seek further information with respect to the Instruction. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages, or costs suffered by you or any other person or entity, arising from or in connection with any of the Indemnified Persons' refusal or delay in acting upon any Instruction.
- **Notification Of Instructions.** BAM may transmit, via electronic communication, a notification to you upon receipt of any deposit or withdrawal Instruction from you, or upon completion of such Instruction. All notifications are deemed received by you immediately upon such notification's transmission. You must ensure that the details in any such notification are in accordance with your Instruction. You must contact us if you do not receive completion notifications.

- **Credit/Debit Authorization.** You authorize BAM to credit or debit (or provide settlement information to third parties for the purposes of the third-party crediting or debiting) your Digital Assets and/or fiat monies from your Account(s) in accordance with your Instruction. We reserve the right not to effect any Transaction if you have insufficient fiat monies or Digital Assets in your Account(s) (i.e. less than the required amount to settle the Transaction and to pay all the fees associated with the Transaction).

Communications

- **Account Communication.** You agree and understand that all communication with you will be via email or another method that BAM may prescribe from time to time. We will use the email address on record for your Account(s) as our primary means of communicating with you. To ensure that you receive all of our communications, you agree to keep your email address up-to-date and immediately notify us if there are any changes. Delivery of any communication to the email address on record shall be considered valid and binding for all purposes. If any email communication is returned as undeliverable, we retain the right to block your Account(s) and access to the Services until you provide and confirm a new and valid email address.
- **Account History.** Information on your past Transaction(s) (“**Transaction History**”) will be made available on the Platform. Your Transaction History contains all of your trading activity on the Platform. We will use commercially reasonable efforts to ensure that the information contained in the notices we send you on your Transaction History is reasonably accurate and reliable.
- **Account Review And Acknowledgment.** It is important for you to understand that it is your sole responsibility to review your Transaction History and any notices or communications sent by us. If for any reason you are unable to do so, or you do not receive our notices or communications, it is your responsibility to notify us immediately.

Termination

In our sole and absolute discretion, we may: (1) refuse to complete or block, cancel, or reverse any Transaction you have authorized or instructed; (2) terminate, suspend, or restrict your access to any or all of the Services; (3) terminate, suspend, or restrict your access to any or all of your Account(s); and/or (4) refuse to transmit information or Instructions to third parties (including but not limited to third-party wallet operators), in each case with immediate effect for any reason or no reason whatsoever, including, without limitation, where:

- we are required to do so by applicable law or regulation, or any court or authority to which we are subject in any jurisdiction;
- we have determined or suspect that you have breached these Terms (including any other documents, materials or information incorporated by reference herein);
- we have determined or suspect that any Transaction is unauthorized, erroneous, fraudulent, or unlawful or we have determined or suspect that your Account(s) or the Services are being used in a fraudulent, unauthorized, or unlawful manner;
- we have determined or suspect there is any occurrence of money laundering, terrorist financing, fraud, or any other crime;
- use of your Account(s) is subject to any pending or ongoing litigation, investigation, or judicial, governmental or regulatory proceedings and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your Account(s) activity; and

- you have taken any action that may circumvent our controls such as opening multiple Accounts without our written consent or abusing promotions which we may offer from time to time.

You acknowledge and agree that our decision to take certain actions, including, without limitations, to terminate, suspend, or restrict your access to your Account(s) or the Services, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs suffered by you or any other person or entity, due to any of the Indemnified Persons' action or inaction in accordance with these Terms.

Representations And Warranties

You hereby represent and warrant to BAM, at all times, the following:

- **Accuracy.** All documents and information you provide to BAM are true, accurate, complete, and up-to-date in all respects, and may be relied upon by us in determining whether or not you are eligible to access the Platform or to utilize the Services.
- **Authority.** You have full power, authority, and capacity to (1) access and use the Platform and/or the Services; and (2) enter into and deliver, and perform your obligations under, these Terms and any agreement entered into pursuant to, or in connection with, these Terms.
- **Authorization.** All consents, permissions, authorizations, approvals and agreements of third parties and all authorizations, approvals, permissions, consents, registrations, declarations, filings with any regulatory authority, governmental department, commission, agency or other organization having jurisdiction over you which are necessary or desirable for you to obtain in order to (1) access and use the Platform and/or the Services and (2) enter into and deliver, and perform the transactions contemplated under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, have been unconditionally obtained in writing, disclosed to us in writing, and have not been withdrawn or amended.
- **Binding Contract.** These Terms and any agreement entered into pursuant to, or in connection with, these Terms constitute valid and legally binding obligations, enforceable against you in accordance with their respective terms.
- **Incorporation.** If you are an entity, you are duly incorporated, duly organized, and validly existing under the laws of your jurisdiction and have full power to conduct your business. If you are an individual, you are not less than 18 years old.
- **No Breach.** Your access and use of the Platform and/or the Services, your execution and delivery of, and the performance of your obligations under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, will not:
 - if you are an entity, result in a breach of or conflict with any provision of your constitution (or equivalent constitutive documents);
 - result in a breach of, or constitute a default under, any instrument, agreement, document or undertaking to which you are a party or by which you or any of your property is bound or subject; and
 - result in a breach of any applicable laws, rules or regulations or of any order, decree or judgment of any court, any award of any arbitrator or those of any governmental or regulatory authority in any jurisdiction.

Covenants

You covenant and agree that you shall not:

- **Breach.** Breach these Terms or any agreement entered into pursuant to, or in connection with, these Terms.
- **Defame.** Act in a manner that is defamatory, trade libelous, threatening, or harassing.
- **Engage In Fraudulent Activity.** Engage in potentially fraudulent or suspicious activity and/or transactions. You must cooperate in any investigation or provide confirmation of your identity or the accuracy of any information you provide to us.
- **Engage In Harmful Conduct.** (1) Receive, or attempt to receive, funds from both BAM and another user for the same transaction during the course of a dispute; (2) conduct your business or use the Services in a manner that results in, or may result in, complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties, or other liability to BAM, other users, third parties, or yourself; and (3) allow your Account(s) to have a negative balance.
- **Mislead.** Provide false, inaccurate or misleading information in connection with your use of the Services, in communications with BAM, or otherwise connected with these Terms.
- **Introduce Harmful Code.** Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information. You must not: (1) use an anonymizing proxy; (2) use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission; (3) use any temporary, disposable, self-destructive, or similar email address when opening an Account(s) and/or using the Services; (4) use any device, software, or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Sites or the Services; (5) take any action that may cause us to lose any of the services from our Internet service providers, or other suppliers; and (6) take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- **Violate Laws Or Rights.** Violate, or attempt to violate, (1) any law, statute, or ordinance; (2) BAM's or any third-party's copyright, patent, trademark, trade secret, or other intellectual property rights, or rights of publicity or privacy.

Liability

- **Indemnification.** You will indemnify and hold harmless BAM, its affiliates and service providers, and each of their respective officers, directors, employees, affiliates, agents, licensors, and contractors ("**Indemnified Persons**") from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third-party, governmental authority, or industry body, and all liabilities, damages (actual and consequential), losses, costs, and expenses, including without limitation reasonable attorneys' fees, arising out of or in any way connected with (1) your access to or use of the Services; (2) your breach or alleged breach of these Terms or your violation of any other provision of these Terms, including any terms and conditions incorporated by reference herein; (3) your violation of any law, rule, or regulation; and (4) your violation of the rights of any third-party. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.
- **Limitations Of Liability.** IN NO EVENT SHALL ANY OF THE INDEMNIFIED PERSONS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF BUSINESS, PROFITS OR OPPORTUNITIES, OR ANY

SPECIAL, PUNITIVE, AGGRAVATED, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH OUR SITES, THE PLATFORM, YOUR ACCOUNT(S), THE SERVICES, THESE TERMS, THE TRADING RULES, THE DISCLOSURES, THE PRIVACY POLICY, AND/OR ANY AGREEMENT ENTERED INTO PURSUANT TO, OR IN CONNECTION WITH, THESE TERMS OR OTHERWISE. OUR LIABILITY, AND THE LIABILITY OF THE INDEMNIFIED PERSONS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF LOSS OR DAMAGE WHICH IS CAUSED DIRECTLY AND IS REASONABLY FORESEEABLE BY OUR BREACH OF THESE TERMS AND SHALL IN NO EVENT EXCEED \$3,000. SUCH SUM SHALL BE PAID AS LIQUIDATED DAMAGES BY US TO YOU IN FULL AND FINAL SETTLEMENT AND SATISFACTION OF OUR ENTIRE LIABILITY AND THE INDEMNIFIED PERSONS' ENTIRE LIABILITY FOR ANY LOSS OR DAMAGE WHICH IS CAUSED DIRECTLY AND IS REASONABLY FORESEEABLE BY OUR BREACH OF THESE TERMS. YOU ACKNOWLEDGE AND ACCEPT THAT DAMAGES ARE AN ADEQUATE REMEDY AND THAT YOU SHALL NOT BE ENTITLED TO ANY OTHER CLAIMS OR REMEDIES AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO, ANY CLAIM IN REM, INJUNCTION, AND/OR SPECIFIC PERFORMANCE.

- **No Warranty.** THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: SPECIFICALLY, WE DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITES, THE PLATFORM, ANY OF YOUR ACCOUNT(S), THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. WE WILL MAKE REASONABLE EFFORTS TO ENSURE THAT TRANSACTIONS ON THE PLATFORM ARE PROCESSED IN A TIMELY MANNER, BUT WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING WHICH IS DEPENDENT UPON MANY FACTORS OUTSIDE OF OUR CONTROL.
- **Security.** Our Services support logins 2FA, which is known to reduce the risk of unauthorized use of or access to the Services. We will neither ask for you 2FA codes nor will our user support ask to screen share or otherwise seek access to your devices of Account(s). Always log into your Account(s) through the Sites to review any Transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice. BAM is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. You are responsible for all login credentials, including usernames and passwords and must keep security details safe at all times.
- **No Liability For Breach.** We are not liable for any breach of these Terms or any agreement entered into pursuant to, or in connection with, these Terms where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are we liable where the breach is due to any action or inaction which is necessary or desirable in order to comply with any laws, rules, or regulations.

Data Protection

You acknowledge and agree that we may process personal data in relation to you. Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the use and performance of our Sites and Services.

Intellectual Property

Unless otherwise indicated in these Terms, all copyright and other intellectual property rights in all information, data, text, images, links, sounds, graphics, videos, and other materials contained on our Sites or such other mode of access (including through the BAM APIs) or provided in connection with the Services, including, without limitation, our logo and all designs, information, data, text, images, links, sounds, graphics, videos, other materials, and the selection and arrangement thereof (collectively, “**Materials**”) are BAM’s, its licensors, or suppliers property and are protected by U.S. and international copyright laws and other intellectual property rights laws. We hereby grant you a limited, nonexclusive, and non-sublicensable license to access and use the Materials for your non-commercial personal or internal business uses. Such license is subject to these Terms and does not permit (1) the resale of the Materials; (2) the distribution, public performance, or public display of any Materials; (3) the modification or derivative uses of the Materials; and (4) the use of the Materials other than for their intended purposes. The license granted under herein automatically terminates if we suspend or terminate your access to the Services.

Trademarks

The Trademarks, service marks, and logos (“**Trademarks**”) used and displayed on or through the Sites or the Services are registered and unregistered Trademarks of the relevant mark owners of BAM and our licensors. Nothing on the Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use, copy, or imitate, in whole or in part, any Trademark displayed on the Sites, without our written permission or that of other Trademark owners. We prohibit the use of the Trademarks, any entity name, trade name, company name of ours or any other Trademark owned by us as a “hot” link to any website unless establishment of such a link is approved in advance by us in writing.

Feedback

- **User Materials.** If you provide any reviews, posts, information, data, and comments on the Sites (through our “Contact Us” pages or otherwise), via our Services, or to us (“**User Material**”), you hereby grant us a worldwide, irrevocable, perpetual, non-exclusive, royalty-free, sub-licensable, transferable license to take all acts comprised in the intellectual property rights in respect of such User Material, including without limitation the rights to use, exercise, reproduce, display, modify, communicate, adapt, perform, distribute, or develop the same in all forms of media whether now known or in the future invented, for the purposes of operating the Website and for our business purposes (including where permitted by law, data analytics). You represent and warrant that you own or have the necessary rights, consents, and permissions to grant the foregoing rights to us, and that your User Materials are your own original works and creations and/or in any case do not and will not infringe the intellectual property or other rights of any third-party. You agree and acknowledge that: (1) we are not responsible for any User Material (whether provided by you or by third parties) which may be made available on the Sites, and (2) use of any such User Material is at your own risk and that we do not provide any warranties in relation to the same. Any feedback and suggestions submitted to us via the Website or through the Services shall be deemed and remain our property, and we shall be free to use and disclose, for any purpose, any ideas, concepts, know-how or techniques contained in such information. We shall not be subject to any obligations of confidentiality or privacy regarding such submitted information except as agreed by the relevant BAM group entity having the direct customer relationship or as otherwise specifically agreed or required by law.
- **Removal Of Content.** We shall have the right at our sole and absolute discretion to remove, modify or reject any content that you submit to, post or display on the Sites (including any User Material) which in

our sole opinion is unlawful, violates these Terms, or could subject us or any of our affiliates, directors, employees, officers, or third-party service providers to liability. We shall have the right to take any enforcement actions as we deem appropriate at our sole discretion, including but not limited to giving a written warning to you, removing any User Material, recovering damages or other monetary compensation from you, suspending or terminating your Account(s) (if any), or suspending your access to the Sites. We shall also have the right to restrict, refuse, or ban you from any and all future use of any other product, service, and/or facility provided or offered by us.

Complaints

- **Filing A Complaint.** If you have a complaint, please state the cause of your complaint, how you would like us to resolve the complaint, and any other information you believe to be relevant, in the manner described on our [Support](#) page. Upon receiving your complaint, we will open a support ticket and a user complaints officer (“**Complaint Officer**”) will review your complaint. The Complaint Officer will review your complaint without prejudice, based on the information you provided and any information we may derive from our records. Within thirty business days ((all days excluding Saturday, Sundays, and any bank holiday in the State of California) (“**Business Days**”)) of our receipt of your complaint, the Complaint Officer will use reasonable efforts to address the points raised in your complaint and the Complaint Officer may: (1) offer to resolve your complaint in the way you have requested; (2) reject your complaint and set out the reasons for the rejection; or (3) offer to resolve your complaint with an alternative proposal or solution. In exceptional circumstances, if the Complaint Officer is unable to respond to your complaint within thirty Business Days, the Complaint Officer will use reasonable efforts to send you a holding response indicating the reasons for a delay in answering your complaint and specifying the deadline by which the Complaint Officer will respond to your complaint.
- **Offers.** Any offer of resolution made to you will only become binding on BAM if accepted by you. An offer of resolution will not constitute any admission by us of wrongdoing or liability regarding the complaint’s subject matter.

General Terms

- **Sites Accuracy.** Although we intend to provide accurate and timely information on the Sites, the Sites may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, agreements, products, and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Sites are your sole responsibility and we shall have no liability for any such decisions. Links to third-party websites (including, without limitation, content, materials, and/or information in the third-party websites) may be provided as a convenience but they are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the content, materials, information or services contained in any third-party websites accessible or linked from the Sites.
- **Export Controls And Sanctions.** Your use of the Services and Sites may be subject to international export controls and economic sanctions requirements. By trading Digital Assets on the Platform or accessing the Services, you agree that you will fully comply with any and all such requirements. You are not permitted to transact in Digital Assets or use any of the Services if (1) we are prohibited from providing Services to you under any applicable laws and regulations, including but not limited to the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the U.S. Department of Treasury

(31 C.F.R., Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto (“**Sanctions Laws**”) as amended, supplemented, or replaced from time to time; or (2) you intend to transact or deal with any person in breach of any of the Sanctions Laws. You represent and warrant to us that you, and to your knowledge, any of your directors, officers, or employees are not directly or indirectly owned or controlled by any person or entity currently included on the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, nor are directly or indirectly owned or controlled by any person or entity who is located, organized, or resident in a country or territory that is, or whose government currently is, the target of countrywide sanctions imposed by any U.S. government sanctions authority, including the U.S. Treasury Department’s Office of Foreign Assets Control.

- **Amendments.** We may amend, supplement, and/or replace these Terms and any terms and conditions incorporated by reference, now or in the future, by posting on the Website or emailing to you the revised terms and conditions, and the revised terms and conditions shall be effective at such time. If you do not agree with any such amendment, supplement, or replacement of such terms and conditions, your sole and exclusive remedy is to terminate your use of the Services and close your Account(s).
- **Relationship Of The Parties.** You acknowledge and agree that: (1) BAM is not holding any fiat monies and/or Digital Assets as your trustee, and is not acting as your broker, intermediary, agent, trustee, advisor or in any fiduciary capacity; and (2) no communication or information provided to you by us shall be considered or construed as any form of advice.
- **Privacy Of Others.** If you receive information about another user through the Platform or from utilizing our Services, you must keep the information confidential and only use it in connection with the Services and always in accordance with applicable laws and regulations. You must not disclose or distribute any user information to a third-party or use the information in any manner except as reasonably necessary to effect a Transaction.
- **Email Security.** You shall keep the email account associated with your Account(s) (“**Email Account**”) secure against any attacks and unauthorized access. You are required to notify BAM immediately if you have knowledge or have reason for suspecting that the security of your Email Account has been compromised or if there has been any unauthorized use of your Email Account. Under no circumstances shall any of the Indemnified Persons be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities), damages or costs suffered by you or any person by reason of or arising from or as a consequence of any access (whether authorized or not) to your Email Account by any person, any breach of security of your Email Account, or any Transactions, Instructions, or operations effected by you or purported to be effected by you through your Email Account.
- **Security Breach.** If you suspect that your Account(s) or any of your security details have been compromised or if you become aware of any fraud or attempted fraud or any other security incident (including a cyber-security attack) affecting you and/or BAM (together a “**Security Breach**”), you must immediately lock your Account(s) via the disable account function on the Website or via any other method as may be prescribed by BAM from time to time, contact our user support via our [Support](#) page, and continue to provide accurate and up to date information throughout the duration of the Security Breach. You must take any steps that we may reasonably require to reduce, manage, or report any Security Breach. Failure to provide prompt notification of any Security Breach may be considered in our determination of the appropriate resolution of the matter.
- **Contact Information.** You are responsible for keeping your email address and other contact information up to date in your Account(s) in order to receive any notices or alerts that we may send you (including notices or alerts of an actual or suspected Security Breach).

- **Taxes.** It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority. BAM is not responsible for determining whether any taxes apply to your Transaction, or for collecting, reporting or remitting any taxes arising from any Transaction. Please be advised that you may be subject to withholding taxes or other tax liabilities with respect to importing services from a foreign entity. In addition, you may be subject to goods and services tax (or its equivalent), sales tax, income tax, duties, or other tax liabilities as a seller of goods or services. It is your responsibility to check with your local tax advisor to determine which taxes apply to you, and it is your responsibility to pay such taxes to the appropriate tax authority. All fees relating to the Services are to be made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country or taxation authority are your sole responsibility. If any such deduction or withholding is required to be made, you agree to increase the sum payable to BAM to the extent necessary to ensure that BAM receives the amount equal to the sum which would have been due to BAM had no such deduction or withholding been required.
- **Unclaimed Property.** If we hold your assets, and we are unable to contact you and have no record of your use of the Services for several years, applicable laws and regulations may require us to report our holdings of such fiat monies or Digital Assets as unclaimed property to the authorities in certain jurisdictions. We will try to locate you at the address shown in our records, but if we are unable to, we may be required to deliver any such fiat monies or Digital Assets to the authorities in certain jurisdictions as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges in respect of such unclaimed monies or Digital Assets, as permitted by applicable laws and regulations.
- **Entire Agreement.** These Terms (including any documents, materials, or information incorporated by reference herein) set forth the entire understanding between you and BAM with respect to the Services.
- **Clause Headings.** Clause headings in these Terms are for convenience only and shall not govern the meaning or interpretation of any provision of these Terms.
- **Transfer.** These Terms (including any documents, materials, or information incorporated by reference herein) is personal to you and you are not permitted to novate, transfer or assign your rights, interests, liabilities, and/or obligations to anyone else without our prior written consent. However, you hereby acknowledge and agree that we shall have sole and absolute discretion to novate, transfer, or assign these terms (including any documents, materials or information incorporated by reference herein) or any of our rights, interests, liabilities, and/or obligations at any time to anyone else, including, without limitation, in connection with any merger, acquisition, or other corporate reorganization involving BAM.
- **Security Interests.** You undertake not to create any security over your fiat monies or Digital Assets held in any of your Account(s) without our prior written consent.
- **Invalidity.** If any provision of these Terms, terms and conditions or information incorporated by reference in these Terms is or becomes illegal, invalid, or unenforceable in any respect, the same shall not affect the legality, validity, or enforceability of any other provisions in these Terms.
- **Enforcement Of Our Rights.** BAM's rights and remedies under these Terms are cumulative and not exclusive of any rights or remedies provided by law or by any other agreement. Any failure or delay on the part of BAM to exercise any right or remedy under these Terms shall not operate as a waiver of such right or remedy. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy.

- **Language.** These Terms may, at BAM’s sole and absolute discretion, be translated into a language other than the English language. You agree that any such translation shall only be for your convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.
- **Third-Party Rights.** Nothing expressed or referred to in these Terms will be construed to give any person other than the parties to these Terms any legal or equitable right, remedy, or claim under or with respect to these Terms or any provision of these Terms. These Terms and all of its provisions are for the sole and exclusive benefit of the parties to these Terms and their successors and permitted assigns.
- **Survival.** All provisions of these Terms, which by their nature extend beyond the expiration or termination of these Terms, will continue to be binding and operate after the termination or expiration of these Terms.
- **Governing Law And Jurisdiction.** These Terms shall be construed in accordance with and governed for all purposes by the laws and public policy of the State of California applicable to contracts executed and to be wholly performed within such state.

Arbitration

If we cannot resolve your dispute through the complaint process (See [Filing A Complaint](#)), you agree that any dispute or controversy arising out of or relating to these Terms shall be settled through binding arbitration on an individual basis. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association (“AAA”). The arbitration shall: (1) be conducted by a single, neutral arbitrator in the English language; and (2) be held in San Francisco County, California or in such other place as the parties hereto may agree. The AAA rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at adr.org, or you may call the AAA at 1-800-778-7879.

Any arbitration hearings will take place in the county (or parish) of the U.S. mailing address listed in your Account. If you choose to file an arbitration proceeding and you are required to pay a filing fee, BAM will reimburse you for that filing fee, unless your claim is for greater than US \$10,000, in which case you will be responsible for the filing fee. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail, Federal Express, UPS, or Express Mail (signature required) (“**Notice**”). BAM’s address for Notice is: BAM Trading Services Inc., Attn: Legal Department, One Letterman Drive, Building C Suite C3-800, San Francisco, California 94129, USA. The Notice must: (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or BAM may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or BAM shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator’s decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

Class Action Waiver

TO THE EXTENT PERMITTED BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND BAM AGREE, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT YOU AND BAM EACH WAIVE THE RIGHT TO: (1) A JURY TRIAL; AND (2) PARTICIPATE IN A CLASS ACTION. IF A COURT DECIDES THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH'S LIMITATIONS AS TO A PARTICULAR CLAIM FOR RELIEF, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND MAY BE BROUGHT IN COURT.

Contact Us

Please contact us if you have any questions about these Terms. We will respond within a reasonable timeframe. You may contact us via our [Support](#) page or at our mailing address below:

BAM Trading Services Inc.
One Letterman Drive, Building C Suite C3-800
San Francisco, California 94129.