
REFERRAL PROGRAMME TERMS & CONDITIONS

LAST UPDATED JULY 2023

1. GENERAL

These terms and conditions govern your participation in the Bittrex Global Referral Programme (“**Referral Programme**”) made available by Bittrex Global (Bermuda) Ltd., Bittrex Global GmbH, or any of their affiliates, as applicable (“**Bittrex Global**”, “**we**”, “**us**” and their derivatives).

These terms and conditions constitute a formal, contractual addendum to the relevant Bittrex Global Terms of Service (as amended from time to time) which have been accepted by you in connection with your use of Bittrex Global’s services (the “**Terms of Service**”). The Terms of Service, including these terms and conditions, apply to any access to, or use of, any services provided by Bittrex Global, including the Referral Programme.

By participating in the Referral Programme (or any part of it), you agree to be bound by these terms and conditions and acknowledge that they constitute a binding contract. Bittrex Global may modify these terms and conditions from time to time, and such modifications shall be effective immediately upon posting of the modified terms and conditions. By continuing to participate in the Referral Programme following such amendment, you agree to be bound by such amendments. These terms and conditions apply to both “Referrers” and “Referees” (each as defined below).

Capitalised terms that are used but not defined in these terms and conditions have the meanings given in the Terms of Service. Any reference to the “Services” in the Terms of Service shall be deemed to include the Referral Programme. In the event of any conflict between the Terms of Service and these terms and conditions, these terms and conditions will apply.

2. PRIVACY POLICY

Our policies concerning the collection, use, disclosure and processing of your personal information collected in connection with the Referral Programme (if any) are described in the [Bittrex Global Privacy Policy](#) (“**Privacy Policy**”).

3. ELIGIBILITY FOR REFERRAL PROGRAMME

To be eligible to participate in the Referral Programme as a referrer (a “**Referrer**”), you must (a) be a User of Bittrex Global or its Affiliates, and (b) maintain an active account in good standing with Bittrex Global or its Affiliates. To be eligible to participate in the Referral Programme as a referee (a “**Referee**”), you must (a) never have previously created an account with Bittrex Global or its Affiliates, (c) create and maintain a valid account with Bittrex Global or our Affiliates that complies with the applicable Terms of Service, (c) use a valid Referral Code (as defined below) from a Referrer in good standing with Bittrex Global or other methods supplied by us that allow for proper tracking of referrals, and (d) complete the action required by the Referral Programme (purely for example purposes, complete a trade through our Services or any other action as applicable). Certain corporate Bittrex Global Accounts as well as current Bittrex Global employees and contractors, and immediate family members of current Bittrex Global employees and contractors, are not eligible to participate in the Referral Programme.

If you violate these Referral Terms or any applicable Terms of Service, we may at our sole discretion, suspend or terminate your ability to participate in the Referral Programme.

4. HOW THE REFERRAL PROGRAMME WORKS

4.1 Referral Codes

Under the Referral Programme, we may provide you, as Referrer, with a unique alphanumeric or other code (the “**Referral Code**”) to distribute to eligible individuals each to become new Users. You acknowledge and agree that: (a) we have the right to limit the number of times you may use or share your Referral Code, (b) you have no ownership rights in any form over the Referral Code, and (c) we may reclaim, deactivate, invalidate or terminate your Referral Code at any time at our sole discretion.

4.2 Sharing Referral Links; Restrictions

As a Referrer, you may invite eligible individuals to become new Users by distributing your Referral Code directly and instructing them to input your Referral Code during the sign-up process. Referral Codes should only be used for personal and non-commercial purposes. You must disclose that you are eligible to receive a

referral reward in connection with a Referee's use of your Referral Code. Referral Codes should not be published or distributed on commercial websites, and you are prohibited from "spamming" anyone with referral invitations. Without limiting the foregoing, you expressly agree to the restrictions listed below:

- (a) No spamming. You agree that you will not "spam" anyone with invitations to join the Platform. Further, you acknowledge and agree that the following activities are prohibited under these Referral Terms: (a) mass emailing, texting or messaging people you do not personally know or otherwise engaging in any other promotion that would constitute or appear to constitute unsolicited commercial email or "spam"; (b) use of automated systems or bots through any channel to distribute, post or respond to your Referral Code; and (c) use of scripts, programmed or automatic dialers to send invites or to communicate a Referral Code. Without limiting the foregoing, you agree to comply with all local, state and federal laws and regulations governing your obligations under these Referral Terms, including but not limited to all applicable laws that govern marketing emails, including the CAN-SPAM Act of 2003 and other anti-spam laws.
- (b) No Misrepresentations. You agree that you will not mislead or attempt to mislead anyone in connection with the Referral Programme, either by affirmative representation, implication, or omission. Further, you agree that you will not: (a) create fake accounts, webpages, profiles, websites, or links; (b) misrepresent your relationship with Bittrex Global or any other third party, including but not limited to suggesting an affiliation or partnership exists with a third party where none exists; (c) make misleading claims about Bittrex Global, including but not limited to misleading claims about the specifications, features of functionality of the Services provided by Bittrex Global or the Referral Programme; (d) act in an unfair or disruptive manner; or (e) otherwise make any false or misleading statements to get a referee/invitee to use your Referral Code. Further you agree that you will not undertake any deceptive or fraudulent methods to increase your Referral Rewards (defined below).
- (c) Prohibited content. You agree that you will not use the Bittrex Global brand in connection with: (a) disparaging or defamatory content concerning Bittrex Global or third parties; (b) offensive, abusive,

intimidating or harassing content; or (c) content that violates the law or rights of anyone else.

4.3 License and Ownership

Bittrex Global grants Referrer the non-exclusive right to use the trademark “Bittrex Global” (the “**Mark**”) for the purpose of sharing the Referral Code and for no other purpose. Referrer acknowledges that Bittrex Global retains all ownership, right, title, and interest in and to its trademarks (including the Mark), trade names, service marks, inventions, copyrights, trade secrets, patents, technology, software, and know-how related to the design, function, or operation of any Services provided by Bittrex Global or its Affiliates. Referrer will not, at any time, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part Bittrex Global’s right, title and interest in the Marks. Referrer’s rights are strictly limited to the rights expressly granted herein.

4.4 Earning Referral Rewards

As a Referrer, you are eligible to earn referral rewards (“**Referral Reward**”) in connection with each Referee you refer (subject to certain maximum limits and the other terms in these Referral Terms). Each Referrer will be eligible to receive a Referral Reward in connection with each Eligible Trade. The Referral Reward shall be an amount equal to (a) the Referee Fee Revenue for each Eligible Trade multiplied by (b) the applicable Referral Percentage. Referral Rewards will be credit to the Referrer after an Eligible Trade during our next referral rewards crediting cycle, which typically occurs monthly.

For purposes of these Referral Terms, the following definitions apply:

- (a) An “**Eligible Trade**” means a trade using the Services offered by Bittrex Global and/or its Affiliates; provided, however, that an Eligible Trade shall not include any trade in a market quoted in a currency that the Referrer is not eligible to hold using the Services (e.g., if the Referrer is not eligible for USD trading then an Eligible Trade shall not include trades in USD markets offered by Bittrex Global or its Affiliates).
- (b) The “**Referrer Percentage**” means the percentage(s) set forth on the Fee Schedule, as may be changed time from time by Bittrex Global in its sole discretion.

- (c) The “**Referee Fee Revenue**” means the Fees actually received by Bittrex Global and its Affiliates attributed to a Referee’s use of the Services offered by Bittrex Global and its Affiliates. Referee Fee Revenue shall be calculated and determined in the currency (fiat currency or cryptocurrency) received by Bittrex Global and its Affiliates. Bittrex Global and its Affiliates may, in their sole discretion, provide discounts and refunds to their customers, including without limitation Referees. Any Referral Reward shall be calculated on the basis of received by Bittrex Global and its Affiliates, taking into account any discounts or refunds. In the event that a refund is issued after the delivery to Referrer of any Referral Reward relating to any Eligible Trade, the next Referral Reward deliverable to Referrer shall be reduced accordingly. Referrer will pay all sales, use, withholding and other taxes, duties or fees imposed by any applicable laws and regulations as a result of the payments it receives pursuant to the Referral Programme.

Bittrex Global reserves the right to suspend accounts or to withhold, deny, deduct or cancel any Referral Rewards obtained through the Referral Programme in the event that Bittrex Global determines or believes that the receipt of the Referral Reward was in error, fraudulent, illegal, suspicious or in violation of these Referral Terms or any other applicable agreement between you and Bittrex Global. We reserve the right to review and investigate all referral activities and to suspend accounts or modify referrals in our sole discretion as deemed fair and appropriate.

5. **MORE INFORMATION**

If you need additional information, please contact us at [Bittrex Global Support](#).