

CRYPTO.COM – CFD Trading Services Terms & Conditions

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1. INTRODUCTION

1.1. Contracts for difference (“**CFD**”) are complex financial instruments that come with a high risk of losing money rapidly due to the ability for traders to use leverage. You should carefully consider your level of experience, investment objectives, financial situation and risk tolerance before trading.

1.2. The CFD Trading Services (described below) are provided to you by Foris Capital MU Ltd (“**Foris Capital MU Ltd**”) (together with its affiliates, “**Crypto.com**”). Foris Capital MU Ltd is regulated by the Financial Services Commission of Mauritius, for the purpose of providing CFD Trading Services on the Crypto.com App.

1.3. This document (“**CFD Trading Terms**”) sets out the terms and conditions, and other important information, that apply to your use of the CFD Trading Services. Our agreement with you in relation to the CFD Trading Services consists of (collectively, the “**Agreement**”) as may be amended from time to time:

- i. these CFD Trading Terms;
- ii. any attached country annexes and/or product schedules (together “**Annex**”) (if any);
- iii. the Crypto.com App Terms and Conditions (available [here](#)) (“**App Terms**”), as may be amended from time to time;
- iv. the Crypto.com USD Account Terms and Conditions (available [here](#)) (“**USD Account Terms**”), as may be amended from time to time;
- v. the relevant CFD FAQs (available [here](#)), as may be amended from time to time; and
- vi. the CFD Risk Disclosure Statement (available [here](#)).

1.4. In the event of any inconsistency between these CFD Trading Terms and any Annex, the relevant Annex shall prevail. In the event of any inconsistency between the CFD Trading Terms and the App Terms or USD Account Terms, the CFD Trading Terms shall prevail. Please take the time to read and understand these CFD Trading Terms before using the CFD Trading Services so that you are aware of your legal rights and obligations. Unless otherwise defined herein, defined terms used in the App Terms shall have the same meanings given to them in the App Terms.

1.5. By using the CFD Trading Services and/or completing the sign-up process, you are entering into a binding contract with Foris Capital MU Ltd and shall be deemed to have expressly read, understood and agreed to be bound by this Agreement.

1.4A These CFD Trading Terms incorporate within them as though they were fully restated herein, the provisions of the following terms and policies: (i) our privacy notice as accessible at the following link: <https://crypto.com/privacy/global/html> (“**Privacy Notice**”) and; (ii) our cookies policy accessible at the Cookies Consent banner on our Site.

1.6. By agreeing and accepting these CFD Trading Terms, you confirm that you fully understand the risks associated with CFDs trading and/or have sought independent investment, financial, legal, tax and other necessary professional advice before using the CFD Trading Services. Our agreement with you in relation to the CFD Trading Services will take effect and apply to you from the date you accept these CFDs Trading Terms and open your CFD Trading Wallet in the Crypto.com App.

1.7. **Definitions and Interpretation.** In these Terms:

“**Account Leverage**” shall have the meaning prescribed in clause 8.7;

"**CFD**" means contract for differences as described in clause 2.1;

"**CFD Product**" has the meaning given in clause 5.1;

"**CFD Order**" has the meaning given in clause 5.1;

"**CFD Trading Services**" or "**Services**" refers to the Service Content and all related features, services, content and applications described in clause 3, which Crypto.com may make available to you on the Crypto.com App and Site from time to time in respect of your CFDs;

"**CFD Trading Terms**" has the meaning given in clause 1.3;

"**CFD Trading Wallet**" means contract for differences wallet as described in clause 7;

"**exceptional events**" has the meaning prescribed in clause 13.1;

"**Forced Liquidation**" has the meaning prescribed in clause 8.14;

"**Margin**" has the meaning prescribed in clause 8.1;

"**Margin Call**" has the meaning prescribed in clause 8.13;

"**Margin Health Score**" has the meaning prescribed in clause 8.13(a)s;

"**negative balance protection**" has the meaning prescribed in clause 11.1;

"**reserved actions**" has the meaning prescribed in clause 13.4;

"**Trading Restriction**" has the meaning prescribed in clause 6;

"**we/us/our**" means Foris Capital MU Ltd;

"**you/your**" means the Crypto.com App user who uses the CFD Trading Services.

2. Contract for difference (CFD)

2.1 A CFD is a contract between a 'buyer' and a 'seller' to exchange the difference between the current price of a Digital Asset and its price when the contract is closed. The purpose of CFDs is to give the holder an exposure, which can be long or short, to fluctuations in the price, level or value of an underlying Digital Asset. In other words, CFDs allow you to take advantage of prices moving up (by taking 'long positions') or prices moving down (by taking 'short positions') on the underlying Digital Asset.

2.2 CFDs will not entitle you or us to any rights in relation to the underlying Digital Asset of that CFD position. A CFD is a cash-settled contract, which means that neither you nor we will have an obligation to make a physical delivery of a particular underlying Digital Asset of the CFDs transaction. Additionally, trading CFDs will only give you an economic exposure to the underlying Digital Asset but you will not become the owner of such Digital Asset.

2.3 By agreeing to and accepting these CFD Trading Terms, you understand that:

- (a) there might be situations where we will have to automatically close your transactions without giving you notice or by giving you very short notice (as explained in more detail in clause 8);
- (b) we may change the applicable Margin (as defined in clause 8 below) requirements at our sole discretion in accordance to applicable laws, including in relation to your open CFDs positions;
- (c) we may give you very short notice of changes to the Margin requirements, or none at all due to exceptional events (as defined in clause 13 below).

2.4 You understand and confirm that, due to high leverage, change in Margin requirements, including on open CFDs positions, and volatility of the underlying Digital Assets, you are strongly recommended to devote sufficient time to consistently manage and monitor all your CFDs positions. Please review our CFD Risk Disclosure Statement before you open your CFDs trading accounts and submit your CFDs order to understand the key risks and features of entering into a CFDs transaction.

3. THE CFD TRADING SERVICES

3.1 The CFD Trading Services provided to you are non-advised execution-only services in relation to CFDs transactions. Foris Capital MU Ltd will provide you CFDs Trading Services via the Crypto.com App and will be the counterparty to each CFD transaction.

3.2 We do not provide any investment, financial, legal, tax, or similar advice or personal recommendation in relation to CFD Trading Services (non-advised services) and you remain fully responsible for all investment decisions and actions pertaining to CFDs transactions you enter into via the Crypto.com App. Any information received from us or available on the Crypto.com App or our website, including market data and CFDs prices, should not be understood as advice or treated as such. All such information and documents were provided to you without taking into consideration your personal circumstances.

4. SUITABILITY ASSESSMENT

4.1 CFDs are highly complex and leveraged financial instruments that carry a high level of risk. CFDs are intended for traders who have sufficient experience and knowledge in trading such instruments and are able to understand and accept the risk associated with such leveraged products. Therefore, before you can start trading CFDs, we have a regulatory duty to assess whether the CFDs with specific underlying financial assets are suitable for you (the "**Suitability Assessment**"). We will carry out a Suitability Assessment by asking you to provide relevant information about your knowledge and experience relevant to trading CFDs products.

4.2 It is therefore important and in your best interest that you provide us with up-to-date, accurate and complete information and inform us immediately of any changes.

4.3 You confirm and understand that you will be solely responsible for all your decisions to trade if you decide to proceed with trading CFDs after you received our warning that this financial instrument is not suitable for you.

5. CFD ORDERS AND CFD PRODUCTS

5.1 A CFD instrument with a specific underlying Digital Asset that can be traded (the "**CFD Product**") will be displayed in the Crypto.com App and may change from time to time. You can submit instructions to open or close a long or short CFDs position in a particular CFD product and specify the position size, leverage, and other parameters ("**CFD Order**") before placing a CFD Order. You will not be able to change your account leverage if you have any open positions. After your CFD order is executed and you enter into a CFD transaction, you'll be able to monitor all your open CFD positions for a particular CFD Product in the Crypto.com App.

5.2 We cannot guarantee that any specific CFD Product that may be available to trade at any given point in time will always remain so available or accessible via the Crypto.com App, and we have sole discretion whether to add, suspend and/or remove from the Crypto.com App any CFD Product at any time.

5.3 If we remove a CFD Product from the Crypto.com App in which you have an existing CFD position, we will give you advance notice via email and/or in-app notification and the removal of such CFD Product will take effect on the date indicated in such notice. It is your responsibility to cancel any pending CFD Orders or close relevant CFD positions in respect of the CFD Product that is being removed from the Crypto.com App in accordance with the terms and within the timeframe indicated in our notice. If you fail to do so, we might need to cancel pending CFD Orders and/or close existing CFD positions in such CFD Products at the then current price.

5.4 You agree and confirm that we might remove the CFD Product without any advance notice under certain circumstances, such as when we can no longer legally offer such CFD Products, or if there are fundamental changes of market conditions of the underlying asset of such CFD Products, or exceptional

event occurred.

5.5 We will use our reasonable endeavours to give you sufficient time and opportunity to cancel any pending CFD Orders or close CFD positions in a relevant CFD Product that is being removed. However, in certain circumstances it might not be possible and we might be required to cancel your pending CFD Orders and close relevant CFD positions immediately.

5.6 We will use reasonable efforts to act in accordance with market standards and relevant circumstances whenever we need to cancel your pending CFD Orders or close CFD positions in CFD Products that are being removed or suspended from the Crypto.com App. However, we will not be responsible for any losses, expenses, or damages you may incur as a result of the suspension, removal, or Forced Liquidation of your CFD positions unless it is a direct result of our fraud, willful misconduct, or gross negligence.

6. TRADING RESTRICTIONS

6.1 We may impose various restrictions or limitations on certain CFD Orders, CFD Products and/or volumes of CFD Products that may be bought or sold by you via the Crypto.com App (the “**Trading Restriction**”), such as trade limits spreads, trading hours etc.

6.2 You understand and agree that we may amend these Trading Restrictions at any time without notifying you and such amendments may take effect immediately after they are made. Due to changes of certain Trading Restrictions, you may be required to close any affected CFD transactions.

6.3 If the execution of a CFD Order would result in a breach of the Trading Restriction relevant for that type of CFD Order, the CFD Order will be automatically rejected. We will also reject relevant CFD Order or instruction to modify existing pending CFD Order if the acceptance of such CFD Order or instruction would result in a breach of the relevant Trading Restriction.

6.4 Furthermore, we may, in our sole discretion, set limits on your CFD Trading Wallet that restrict the number of CFD Orders and/or pending CFD Orders that could be placed by you or CFD positions that you may have opened in your Crypto.com App.

6.5 We won't be responsible for your losses or costs you incur as a result of rejected or cancelled CFD Order, or closed CFD position that breaches, or would breach if executed, the Trading Restrictions set on your CFD Orders, CFD positions and/or your Crypto.com App, unless it is a direct result of our willful misconduct, fraud or gross negligence.

7. CFD TRADING WALLET

7.1 In order to access the CFD Trading Services you will need to open a CFD Trading Wallet. You may fund your CFD Trading Wallet with funds from your Crypto.com App USD Account.

7.2 We might, however we do not have an obligation to, make the transferred funds immediately available for you to enter into a CFDs transaction. Once the funds are available to pay for your CFDs orders, relevant amounts will be displayed via our CFDs trading platform. In case of delays of crediting your CFDs trading account, we will not be liable to you for any loss arising as a result of any delay in crediting any payment to your CFDs trading account.

7.3 It is very important that you constantly monitor the value of your CFD Trading Wallet balance and your Margin Health Score which will be displayed on the Crypto.com App and updated in real time.

7.4 You understand and agree that no interests will be paid to you on the money held in your CFD Trading Wallet.

7.5 You should ensure at all time that you have sufficient funds in your CFD Trading Wallet to act as

Margin to maintain your CFD positions.

8. LEVERAGE AND MARGIN

8.1 CFDs are leveraged financial instruments with Digital Assets as the underlying asset. This means that CFDs offer exposure to the underlying Digital Assets while requiring you to put down only part of the total (notional) value of the CFDs position as Margin. Such initial deposit expressed as a certain percentage of the total value of the CFD order is called “**used margin**”. We will use your the full balance in your CFD Trading Wallet as a security against potential losses you may incur under your CFDs transactions, and we will require you hold this amount in your CFDs Trading Wallet. We will collectively call the used margin and any other amounts we require from you to keep your CFDs position open, the “**Margin**”.

8.2 We will set the amount of the used margin required to trade specific CFDs Product and other Margin requirements before you enter into a CFDs transaction. We will provide all the relevant information on the Margin requirements on the Crypto.com App. As the used margin is calculated based on the value of the underlying Digital Asset of the CFD, the used margin payable for opening a CFDs transaction will fluctuate in accordance with the value of the underlying Digital Asset. This means that the used margin presented to you before you submit the CFDs Order might be higher (or lower) compared to the actual used margin that is payable upon entering into CFDs transaction. That’s why, you may always wish to have a cash balance in your CFD Trading Wallet that exceeds your Margin requirements.

8.3 Used margin requirement may vary depending on the underlying financial asset of the CFD Product you wish to trade and will always be indicated in the Crypto.com App.

8.4 Used margin requirement will be calculated and applied on a per CFDs position basis. Due to decrease in value of the underlying Digital Asset, the deposited used margin might decrease, and we might require you to post additional funds to keep your CFDs position open. The amount of money that you must have available as the Margin in your CFD Trading Wallet in order to maintain CFDs Position will be indicated on the Crypto.com App.

8.5 Unless you close a relevant CFDs position, money deposited as an used margin for opening a particular CFDs position cannot be withdrawn from your CFD Trading Wallet. If your CFD Trading Wallet balance is lower than required Margin on all CFDs positions, you won’t be able to withdraw any money unless you close one or more of your CFDs positions.

LEVERAGE

8.6 Leverage involves high levels of risk. Where a transaction is leveraged, you should note that small price movements in the underlying market will have a multiplying effect on your corresponding gain or loss. Losses may be substantial, and you may be called upon at short notice to provide additional Margin.

8.7 You may adjust your account leverage on the Crypto.com App (“**Account Leverage**”). You can only change your Account Leverage when you have no open CFD positions, and you will be required to close all open positions before adjusting it. We reserve the right to change the maximum leverage that you can use from time to time. For more information on leverage, refer to the CFD FAQs [here](#).

CHANGING THE MARGIN REQUIREMENTS

8.8 We reserve the right, at our sole discretion, to change the Margin required to open and keep your CFDs position at any time. We might also change other Margin requirements applicable to CFD Products, your CFDs positions and your CFD Trading Wallet at any time. You understand and agree that our right to change the required Margin or other Margin requirements also applies to your open CFDs positions which might result in automatic closure of your CFDs positions.

8.9 After you’ve entered into CFDs transactions, we will change the Margin and other Margin requirements applicable to your open CFDs positions or your CFDs trading account where we reasonably consider it necessary, for example but without limitation, in response to or in anticipation of any of the following:

- i. material changes in the markets or exchanges of the underlying Digital Assets of your CFD transaction, including but not limited to material changes in the volatility and/or liquidity of the underlying Digital Asset;
- ii. delisting of underlying Digital Asset of your CFDs transactions on the Crypto.com App;
- iii. changes to applicable laws affecting the margin requirements, trading, hedging or pricing of the underlying assets or provision of CFDs Trading Services to you;
- iv. our hedging counterparties change the margin requirements applicable to us or the margin rules set by the relevant market or exchange changes;
- v. occurrence of any other exceptional and extraordinary event or circumstance outside our control.

8.10 Although we will seek to give you advance notice before we make any changes to the Margin requirements on your open CFDs positions or your CFDs trading account, due to occurrence of the exceptional events (as defined in clause 13) we may only notify you after the changes were made.

8.11 We will exercise our right to change the Margin requirements on our CFD Product, your CFD positions and/or your CFDs Trading Wallet in accordance with applicable laws, market standards, treatment we receive from our hedging counterparties and in line with prudent risk management. If we change the Margin requirements, such change might result in immediate closure of one or more of your CFDs positions, unless you hold or deposit sufficient funds into your CFDs Trading Wallet within the timeframe specified by us.

8.12 We're not responsible for any losses or costs you suffer or incur as a result of us changing the required Margin or other Margin requirements other than as a result of our fraud, wilful act or gross negligence.

MARGIN CALL AND FORCED LIQUIDATION

8.13 MARGIN CALL.

- (a) Margin health is a measure of how "healthy" your trading account is in terms of having enough funds (or Margin) to keep your CFD positions open and your risk of liquidation.
- (b) The better your Margin Health Score, the safer your account is from forced liquidation. You should closely monitor your Margin Health Score whenever you have open CFD positions.
- (c) A Margin Call occurs if, at any time (in our sole discretion) we assess that your Margin Health Score or CFD Trading Wallet balance falls below the prescribed thresholds described in the applicable CFD [FAQs](#), or we consider, acting reasonably, that such action is required for the purpose of protecting Crypto.com against risk of loss on present, future or contemplated transactions.
- (d) You understand that if the market moves against your CFDs position (i.e., the value of your CFD position drops), we may require you to provide additional funds to maintain your CFD position open. You might need to do that on a very short notice in order to maintain your CFDs position open.
- (e) A Margin Call must be addressed by taking one or more of the following actions in such manner as Crypto.com specifies by:
 - (i) providing Crypto.com with additional Margin in your CFD Trading Wallet;
 - (ii) reducing and/or closing out some or all of your open orders and/or positions; and

- (iii) taking any other steps Crypto.com considers necessary, so that the Margin Health Score and/or Margin Wallet Balance is no longer below the prescribed threshold. Crypto.com must agree to any action under this clause before you take it.
- (f) Failure to satisfy a Margin Call may result in Forced Liquidation immediately being triggered.
- (g) You agree to manage and monitor your CFD Trading Wallet balance to avoid a Margin Call. If at any time a Margin Call does occur and either Crypto.com does not provide notice or does not require action to be taken:
 - (i) it is not a waiver of Crypto.com's rights, nor is it a waiver of Crypto.com's right to exercise these rights at any time in the future; and
 - (ii) Crypto.com is not obliged to take any action to stop or limit your loss by exercising Crypto.com's rights under the Agreement.

8.14 FORCED LIQUIDATION. Where a Margin Call is not addressed in accordance with clause 8.13(c), and/or the Margin Health Score or Margin Wallet Balance falls below a prescribed threshold described in the applicable [FAQs](#), Crypto.com has the right to choose, in its absolute discretion, to:

- (i) take such actions to restore the Margin Health Score and/or Margin Wallet Balance to a level acceptable to Crypto.com, including reducing and/or closing out some of your positions progressively, or all of your open orders and/or positions, and/or arranging to sell, dispose of or redeem in any manner and method some or all of the available Margin in your CFD Trading Wallet;
- (ii) charge a liquidation fee (for more information on liquidation fee please refer to CFD [FAQs here](#)); and
- (iii) take such other steps as Crypto.com considers necessary.

8.15 CFD positions will be closed by us and we might not give you any advance notice and will not permit you to choose the CFD positions that should be closed or the timing of the Forced Liquidation of such CFD positions.

8.16 We will not be responsible or liable for any of your losses in relation to Force Liquidations, the timing or the price at which the CFD position was forcibly closed or your costs or charges in relation to Forced Liquidation or subsequent re-entering into the CFD transactions in relation to the same CFDs Product, unless it is a direct result of our wilful misconduct, fraud or gross negligence.

9. ORDER EXECUTION

9.1 Due to liquidity and volatility of the markets or exchanges of the underlying Digital Assets, we (Foris Capital MU Ltd) cannot guarantee that your CFDs order will be executed or that your execution price will be the same as your CFDs order price indicated on the Crypto.com Apps. This is called 'slippage', which means that the price at which your CFDs order will be executed might be less or more favourable to you than the price displayed on the Crypto.com Apps prior to submitting the CFDs order. You are responsible for checking the price at which your CFDs order has been executed. We are not liable for any loss or damage that may result from slippage.

10. PROFIT AND LOSS

10.1 The prices of CFDs offered under our CFD Trading Services is determined based on the prices of

the relevant underlying financial assets. Prices of the relevant underlying financial assets are collected from independent market data providers and markets or exchanges in order to ensure that the prices are fair and correspond to our best execution obligations. However, you understand that the price displayed on the Crypto.com App might differ from the price of the underlying Digital Asset available on the respective market or exchange where the underlying financial asset is traded or the price generated by other providers offering similar services.

10.2 When the CFDs position is closed, you will receive or pay the difference between the closing value and the opening value of the CFD, whether you entered a long or short position. The realised profit or loss under your CFDs transaction will be determined based on the execution prices when you entered into and closed your CFDs transaction if the difference is positive, your CFDs trading account will be credited by us with the amount equal to the realised profits. If the difference is negative, relevant amounts equal to the realised losses will be deducted from your CFD Trading Wallet. Any Margin required for opening and keeping the CFDs position open will also be released back into your CFD Trading Wallet.

10.3 Any realised loss or profit will become due and payable immediately and will be credited to, or debited from, your CFDs trading account.

11. NEGATIVE BALANCE PROTECTION

11.1 If, due to a Forced Liquidation, CFDs positions in your CFDs trading account incur additional losses, we will waive our right to claim the deficit and will return your CFDs trading account balance to zero. However, you agree and understand that it might not happen immediately after your balance turns negative. Such protection is called “**negative balance protection**”.

11.2 The negative balance protection aims at protecting you in exceptional circumstances where there is a value change in the underlying financial asset that is sufficiently large and sudden that prevents us from automatically closing out the position, such that the client has a negative account value.

12. COSTS AND CHARGES IN RELATION TO THE CFD SERVICES

12.1 **Spread.** We do not charge any trading fees in respect of the CFD Trading Services. However, when you enter into a CFDs transaction, we will charge a spread on the CFDs transaction which is the difference between the ‘*ask price*’ (this is the price at which you can buy a CFDs product) and the ‘*bid price*’ (the price at which you can sell respective CFDs Product). The spread might be different for each type of underlying Digital Asset.

12.2 **Funding Fees.** We will charge you an hourly fee for holding a CFDs position open. For more information on Funding Fees please refer to the CFD FAQs [here](#). You must have sufficient funds in your CFD Trading Wallet to meet any Funding Fees or spread or any other costs. Any money due to us under the agreement, or required to be deducted by applicable law (including for tax purposes), may be deducted from any funds held by you in the CFD Trading Wallet.

12.3 We reserve the right to deduct the payments you owe to us from the Margin posted for opening and maintaining CFDs positions.

13. EXCEPTIONAL EVENTS AND OUR RESERVED ACTIONS

13.1 The following events that actually exist, or exist based on our reasonable belief, will be considered exceptional events (the “**exceptional events**”)

- i. changes in applicable laws or any action taken by any competent authorities or public body;
- ii. events or circumstances that impair or remove the ability of CFD Trading Wallet or the Crypto.com App to operate on a normal and orderly basis, including errors, failures or disruptions in our systems or any other infrastructure caused by an unrelated third party;

- iii. a change in the volatility and/or liquidity in the relevant underlying market for any Digital Assets which impacts ability to determine or continue to determine a fair and reasonable price for a CFDs product; or
 - iv. any other unexpected event outside our reasonable control that prevents us from performing any of our obligations under the Agreement.
- 13.2 Any failure by us to perform our obligations under the agreement caused by the exceptional event will not be a breach of the Agreement. We will use our reasonable endeavours to notify you as promptly as possible after an exceptional event has occurred to the extent practicable and permitted under applicable laws. We will use our reasonable endeavours to resume provision of CFDs trading services and performance of our obligations under the agreement as promptly as possible after the exceptional event has ended.
- 13.3 When the exceptional event ceases to exist and we resume provision of CFDs Trading Services to you and performance of our obligations under this agreement:
- i. the value of any CFDs transaction held immediately before the occurrence of exceptional event that remains open will be determined by the price that will be in effect at the time we resumed the provisions of our CFDs Trading Services;
 - ii. we may act on any instructions received from you immediately before the occurrence of the exceptional event, provided it is possible and practicable to do so;
 - iii. you will be responsible for re-submitting or cancelling any CFDs orders affected by the occurrence of an exceptional event.

RESERVED ACTIONS

- 13.4 If the exceptional event (as explained above) occurred, or if we've good grounds for believing so, or any of your representations or warranties given under this agreement becomes incorrect, or we are required under the applicable law to do so, we may in our sole discretion take the following actions in a fair and reasonable manner (we will call these actions "**reserved actions**"):
- i. combining or closing any of your CFD transaction, or cancelling or suspending any CFD orders on your Crypto.com App;
 - ii. prohibiting you from accessing or using the CFDs Trading Services;
 - iii. suspending or in any way limiting or restricting your ability to place any CFDs order or declining to action any instruction received from you in relation to your CFDs trading account;
 - iv. refusing or delaying to give effect to your request for a withdrawal of money from your CFDs Trading Wallet;
 - v. amending the Margin requirement, applicable costs and charges, including those relevant to your CFD transaction and/or CFDs orders;
 - vi. cancelling any CFD transaction (as if they had never been entered into in the first place) and the effect of such CFD transaction on your CFDs trading account;
 - vii. closing your CFDs Trading Wallet;
 - viii. exercising our right to set off any amounts held in your USD Account, Crypto Wallet opened with the relevant offering entities or amounts we owe to you against any money you owe to us, making required deductions, or charging interest;
 - ix. retaining any sum owed by you to us under this agreement;

- x. removing any CFD Product from the Crypto.com App and/or removing your ability to place CFD transaction on a particular CFDs product.

13.5 Unless applicable laws prevent us from doing so, we will seek to notify you before taking any reserved action or, where it is impossible, we will notify you promptly after taking such reserved action and provide you with sufficient information about the reserved actions taken and reasons thereof.

13.6 We won't be responsible for any losses, costs or expenses you suffer or incur as a result of occurrence of an exceptional event or reserved actions taken by us, other than as a result of our fraud, wilful act or gross negligence.

14. REPRESENTATIONS AND WARRANTIES

14.1 In addition to the representations and warranties you gave in the App Terms and USD Account Terms, you represent and warrant that you are:

- i. not located in (whether temporarily or permanently) a jurisdiction where it may be unlawful to access our CFDs Trading Services or enter into CFD transactions;
- ii. not connected with the issuer of any underlying Digital Asset of the CFD in respect of which you have placed a CFDs order, including as a director, employee, agent, contractor or professional adviser of such issuer;

15. AUTHORISED PERSONS

15.1 You are not permitted to act as an agent or representative of any person in relation to CFDs trading services. That means that you are the only customer of ours for all purposes and you are solely responsible for performing all your obligations under each CFDs transaction and this Agreement

15.2 You are responsible for keeping all information you hold in your CFDs Trading Wallet confidential. You must notify us immediately if you know or suspect that any person has accessed or may access your CFDs Trading Wallet or Crypto.com App, or any information you hold in your Crypto.com App, without your permission.

16. AVAILABILITY OF OUR CFD TRADING SERVICES

16.1 Although we will use all reasonable care and skill to make our CFDs Trading Services and Crypto.com App Services available when required by you, we cannot guarantee that our Crypto.com App and/or CFDs Trading Services will be available all the time. We also cannot guarantee that they will be without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software. If technical issues arise, there may be instances where you cannot open or close your CFDs transactions and/or monitor your open positions.

16.2 We will not be liable to you for any loss, damages, expenses or other costs which arise as a result of our CFDs Trading Services being unavailable due to technical issues or otherwise, unless such loss, damages, expenses or other costs is a direct result of our fraud, wilful act or gross negligence.

16.3 Where the CFDs Trading Services and/or the Crypto.com app is unavailable as a result of scheduled or urgent maintenance work, we will try, where practical, to give you advance notice of that unavailability so you can plan around it.

16.4 You are responsible for making sure that you are able to access our CFD Trading Services when you need to. This includes having access to a device that can connect to our Crypto.com App, maintaining the device so that it functions properly, safely and securely and having adequate internet connectivity. Your access to the Crypto.com App can be interrupted by a weak internet connection or an outdated version of the Crypto.com App. You should ensure that, when using the Crypto.com App, you are connected to a reliable and stable network and your Crypto.com App is always updated to the latest available version.

16.5 You understand that we might suspend access to Crypto.com App, CFDs Trading Services and/or your CFDs Trading Wallet in the circumstances described in these CFD Trading Terms.

17. INDEMNIFICATION

17.1 You agree to indemnify and hold Crypto.com and its third party service providers, and each of their officers, directors, agents, joint venture entities, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (a) your breach of any of these CFD Trading Terms; (b) your use of the CFD Trading Services and/or the Crypto.com App Services; and (c) your violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party.

18. AMENDMENT AND VARIATION

18.1 These CFD Trading Terms may from time to time be updated or amended. We will post any such updates on the Crypto.com App or Site and an alert notification will be sent to you. Such updated Terms as posted will take effect [immediately] unless otherwise indicated. You should regularly check the Crypto.com App and Site to inform yourself of any such changes. In addition, we may at any time change, add or remove any feature or functionality of the CFD Trading Services without prior notice. By continuing to use the Crypto.com App and/or the CFD Trading Services after any such changes have taken effect, you are indicating your acceptance of the updated or amended CFD Trading Terms as well as your acceptance of the updated Crypto.com App. If you do not wish to be bound by any changes or amendments to these CFD Trading Terms then you should stop using the CFD Trading Services immediately.

19. TRANSFER, ASSIGNMENT OR DELEGATION

19.1 These Terms, and any rights and obligations and licences granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned or delegated by you to any third-party without our written consent, but may be transferred, assigned or delegated by us without notice and restriction, including without limitation to any of the entities within the Crypto.com group, or to any successor in interest of any business associated with the Crypto.com App Services. Any attempted transfer or assignment in violation hereof shall be null and void.

20. SEVERABILITY

20.1 If any provision of these CFD Trading Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these CFD Trading Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any Applicable Laws.

21. ENTIRE AGREEMENT / TRANSLATION

21.1 These CFD Trading Terms constitute the entire agreement between the parties with regard to its subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, (whether oral or in writing, express or implied). You acknowledge that in agreeing to these CFD Trading Terms you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in these CFD Trading Terms.

21.2 These CFD Trading Terms are concluded in the English language and all communications including any notices or information being transmitted shall be in English. In the event that these Terms or any part of it is translated (for any proceedings, for your convenience or otherwise) into any other language, the English language text of these CFD Trading Terms shall prevail (except where expressly prohibited by law).

22. WAIVER

22.1 These CFD Trading Terms shall not be waived in whole or in part except where agreed by all parties in writing.

22.2 The delay of enforcement or the non-enforcement of any of the terms of these CFD Trading Terms by any party shall not be construed as a waiver of any of the other rights of that party arising out of the breach or any subsequent breach of any of these CFD Trading Terms and no right, power or remedy conferred upon or reserved for any party in these CFD Trading Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

23. NOTICES AND COMMUNICATIONS

23.1 By using the Crypto.com App Services, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the Crypto.com App Services electronically: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You will always be given the option to unsubscribe from receiving any marketing material from us.

23.2 Notices to us should be sent electronically to our support system at chat.crypto.com.

24. THIRD PARTY RIGHTS

24.1 Other than any entities within the Crypto.com group, a person who is not a party in these Terms has no right to enforce any of these Terms.

25. GOVERNING LAW AND JURISDICTION

25.1 These Terms are governed by and shall be construed in accordance with the substantive law of Hong Kong, without regard to any choice or conflict of laws rules.

25.2 Any dispute, controversy or claim, whether contractual or non-contractual, arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, or any other issue which shall arise in virtue of these Terms, shall be referred to and finally settled by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration Clause shall be Hong Kong law. The seat of arbitration shall be in Hong Kong. Any arbitration commenced pursuant to this Clause shall take place in the English language. The number of arbitrators shall be one, to be appointed by agreement between the parties to the proceedings. Failing such agreement within fourteen (14) days from the due notification of a written request to concur in the appointment of the arbitrators, appointment shall take place by the Chairman of the HKIAC.