

Last update: 19 December 2023

Consumer Advisory: Foris GFS Australia Pty Ltd (ACN 150 651 004) Ltd is a holder of Australian Financial Services License 467462 issued by the Australian Securities and Investments Commission, under which we can provide certain financial services in connection with the Prepaid Card (defined below).

1. ABOUT THE PREPAID CARD

1.1 The Prepaid Card (defined below) is promoted and issued by Foris GFS Australia Pty Ltd (ACN 150 651 004), a private company incorporated in Australia, with registered address at Tricor Services (Australia) Pty Ltd, Level 3, 1049 Victoria Road, West Ryde NSW 2114, Australia (the "**Issuer**").

1.2 These terms and conditions ("**Terms**") will apply to your use of the Prepaid Card, Services and the Prepaid Card Wallet. Please take the time to read and understand these Terms before using these services so that you are aware of your legal rights and obligations. By using the Prepaid Card, Services and the Prepaid Card Wallet and/or completing the sign-up process, you are entering into a binding contract with us. These Terms are available online at https://crypto.com/document/au_card.pdf. You can request a copy of these Terms at any point in their duration.

1.3 **Definitions.** In these Terms:

"**App**" means the mobile application software owned and released by Foris DAX AU, and available for download for Android or Apple iOS, including all content and services made available on or through the same, and any and all updates, upgrades, supplements, releases and versions thereof;

"**App Crypto Wallet**" means the cryptocurrency wallet provided by Foris DAX AU and hosted by Foris DAX AU within the App which allows a user to store with Foris DAX AU the types of cryptocurrencies that have been approved by Foris DAX AU for storage in the App Crypto Wallet;

"**App AUD Wallet**" means the e-money wallet provided by the Issuer within the App which holds fiat funds in Australian Dollars;

"**App AUD Wallet Terms**" means the set of terms entered into between the Issuer and the user governing (inter alia) the user's use of the App AUD Wallet;

"**App Terms**" means the set of terms entered into between Foris DAX AU and the user governing (inter alia) the user's use of the App Crypto Wallet;

"**Applicable Law**" means any applicable law, rule, statute, subordinate legislation, regulation, by-law, order, act, ordinance, protocol, code, mandatory published guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or

regulate any person (including all parties to this Terms), property, transaction, activity, event or other matter, including any rule, order, judgment, directive, regulatory direction or requirement, or other requirement or guideline issued by any governmental or regulatory authority, as applicable to each party to this agreement;

"**ASIC**" means the Australian Securities and Investments Commission

"**ATM**" means automated teller machines;

"**Australia Dollars**" or "**AUD**" means the official currency of Australia;

"**Card Data**" means the card number, expiration date, and Security Code of a Prepaid Card;

"**Card Limits**" shall have the meaning ascribed to the term in Clause 3.10;

"**Card Network**" or "**Visa**" means the Visa International credit card network;

"**Card Network Rules**" means the bylaws, rules, regulations, orders, requirements and interpretations issued by the Card Network or otherwise communicated to the Issuer and which are applicable to the acceptance of Card Transactions by the Merchants and related matters, as amended from time to time by the Card Network;

"**Card to Card Transfer**" shall have the meaning ascribed to the term in Clause 4.1(b);

"**Card Transactions**" shall have the meaning ascribed to the term in Clause 4.3;

"**Chargeback**" means a dispute filed by the Issuer that is sent through the relevant Card Network in accordance to the relevant Card Network Rules relating to a Card Transaction;

"**Eligible Card**" means any payment card that is accepted by the Issuer as a means of payment for top-ups to the Prepaid Card Wallet;

"**Enabled Device**" means the mobile communications or other device successfully registered by you for use in connection with the App and Services;

"**FAQs**" means the FAQ page applicable to users in Australia accessible at the following link: [here](#);

"**Fees**" means all fees imposed by us, Issuer and/or the Card Network in relation to the use of the Services, Prepaid Card(s) and Prepaid Card Wallet;

"**Force Majeure Event**" means an event or failure which is beyond our and/or the Issuer's reasonable control including (i) Acts of God, nature, court or government; (ii) failure or interruption in public or private telecommunication networks, communication channels or information systems; (iii) acts or omissions of a party for whom we and/or the Issuer are not responsible; (iv) delay, failure or interruption in, or unavailability of, third party services and sites; (v) strikes, lockouts, labour disputes, wars, terrorist acts and riots; (vi) viruses, malwares, other malicious computer codes or the hacking of any part of the Services; and/or (vii) an epidemic or pandemic;

"**Foris DAX AU**" means Foris DAX AU Pty Ltd, the company that provides services pursuant to the App Terms;

"**include/including**" means to include without limitation;

"**Instructions**" means all information, instructions, communications, orders or messages (including those relating to payments, transfers or other transactions), whether automated or not, referable to you;

"**Issuer**" means Foris GFS Australia Pty Ltd, the issuer of the Prepaid Card;

"**Merchant**" means a retailer, merchant or other supplier of goods and/ or services which accepts payment by means of a card, card number, PIN or card and signature;

"**Merchant's Bank**" means the financial acquirer used by the Merchant for the purposes of receiving payments arising from transactions;

"**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person and which is processed by the Issuer, Foris DAX AU and/or by their affiliates, authorised service providers and relevant third parties;

"**Prepaid Card**" means the Crypto.com Visa® Prepaid Card, being a virtual or physical prepaid card which is issued to you by the Issuer;

"**Prepaid Card Wallet**" means the fiat currency stored value account held by the Issuer which allows a user of a Prepaid Card to store available types of fiat currency with the Issuer, the balance of which will subsequently be used to settle the user's Card Transactions;

"**Prepaid Card Wallet Balance**" shall have the meaning ascribed to the term in Clause 9.1;

"**Pooled Account**" shall have the meaning ascribed to the term in Clause 8.1(a);

"**Security Code(s)**" means the unique login usernames and passwords you will be prompted to create to use the Services;

"**Services**" shall have the meaning ascribed to the term in Clause 4;

"**Service Content**" means data, information, materials, advertisements, text, audio, video, graphics, software and other content on the Site;

"**Site**" means the website at <https://crypto.com/au/cards>;

"**Taxes**" means any taxes, duties or fees that Issuer and/or Card Network may be required to collect or charge under any Applicable Law;

"**Terms**" shall have the meaning ascribed to the term in Clause 1;

"Third-Party Digital Wallet Application" means any digital wallet mobile application that allows users to store Eligible Card information on, and make payments with, an eligible mobile device;

"Trademarks" shall have the meaning ascribed to the term in Clause 14(a);

"Transaction History" means your transaction history and details on your Prepaid Card Wallet;

"we/us/our" means the Issuer and its affiliates;

"Withdrawal Services" shall have the meaning ascribed to the term in Clause 12.1;

"you/your" means the individual who is the user of the Services and/or the Prepaid Card.

2. **ONBOARDING**

2.1 By signing up for the Prepaid Card, you represent and warrant that:

(a) You are an approved user of the App who has completed the registration process and received an approval email from Foris DAX AU;

(b) You have read, understood and agreed to our Privacy Notice which is published on the Site, the App Terms and the App AUD Wallet Terms. Subject to the application of any mandatory provisions of any Applicable Law, if there is any inconsistency between these Terms, the App AUD Wallet Terms and the App Terms with respect to the Services described herein, these Terms shall prevail;

(c) You are at least eighteen (18) years of age;

(d) You have the full right, power, and authority to agree to these Terms;

(e) You are the authorised user of the Enabled Device;

(f) You do not currently hold a Prepaid Card (under any same or different name); and

(g) You are not impersonating any other person, operating under an alias or otherwise concealing your identity.

2.2 In addition to the above, you agree to provide us with all information and/or documents requested by us (including such information and/or documents as may be required by us for compliance with Applicable Law) from time to time.

2.3 You agree to cooperate with all reasonable requests made by us and/or any of our third party service providers on our behalf in connection with your Prepaid Card Wallet, your use of the Services, including to identify or authenticate your identity or validate your funding sources or transactions. This may include, without limiting the generality of the foregoing, requiring further information and/or documents that will allow us to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your information against third party databases or through other sources.

2.4 Acting reasonably, we are entitled, to suspend, terminate or limit your use of the Services, and/or to change the eligibility criteria for registration at any time.

2.5 We may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. By agreeing to these Terms, you confirm that you consent to us or a third party carrying out such verifications on our behalf.

2.6 You must ensure any information provided to us, or any of our third party service providers, is always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. Failure to complete any step of the registration process may also result in your inability to use the Services.

3. **THE PREPAID CARD**

3.1 The Prepaid Card is a pre-paid card under the Visa card scheme which can be used to pay for goods and services at retailers which accept Visa cards. The Prepaid Card may also be used to withdraw cash through ATMs which accept Visa cards such as the Prepaid Card. Card Transactions made on your Prepaid Card will be settled by the Issuer on the Card Network and you authorise the Issuer to debit your Prepaid Card Wallet with the amount of all Card Transactions and any relevant Fees for this purpose. You must not effect any transactions that exceed the Prepaid Card Wallet Balance. If any purchase or withdrawal made by you exceeds the Card Limits and/or balance in your Prepaid Card Wallet, the transaction will be declined.

3.2 As a registered user of the App, you may make a request that we issue a Prepaid Card to you. A Prepaid Card will be issued to you upon approval of such request by us. Activation of the Prepaid Card must be completed through the App. We reserve the right to decline your request for issuance of a Prepaid Card, or to revoke at any time any Prepaid Card already issued for whatever reason.

3.3 You acknowledge that each physical Prepaid Card is and remains at all times the property of the Issuer and you shall:

- (a) exercise all due care and diligence in the custody, care and use of the Prepaid Card;
- (b) not tamper or allow anyone to tamper, with the Prepaid Card;
- (c) not permit the Prepaid Card to be used in any unauthorised manner, including sharing the use of the Prepaid Card with another person;
- (d) use the Prepaid Card solely for personal use and not for any business or commercial purposes;
- (e) not intentionally deface or damage the Prepaid Card; and
- (f) not affix, print or attach anything or matter onto the Prepaid Card or otherwise alter, remove or replace any notice, logo or design on the Prepaid Card.

3.4 Unless earlier terminated or cancelled, each Prepaid Card shall be valid for such period as may be determined by the Issuer and indicated on the body of the Prepaid Card. If you have used the Prepaid Card in the period of one month before its expiry date, we will send you an email to inform you that we will automatically renew the card. These Terms will continue to apply to the new card. If you decide not to renew the existing Prepaid Card, please contact us via the means set out in Clause 20.

3.5 Subject to clause 3.7, you are responsible for all Card Transactions incurred on your Prepaid Card. You shall not use your Prepaid Card in relation to any transaction or activity which is illegal or prohibited under Applicable Laws in the jurisdiction where such transaction or activity is effected or in your country of residence. Subject to clause 3.7, you shall be liable for all Card Transactions whether or not executed with your knowledge or authority, regardless of how such transactions were effected, including where arising in connection with any negligence on your part. In this regard you acknowledge the risk of unauthorised Card Transactions being carried out and accept the risk of such unauthorised Card Transactions.

3.6 You shall keep the Card Data of all your Prepaid Cards strictly confidential and not share the Card Data with any persons other than as necessary to conduct a transaction. When sharing Card Data with Merchants, you will take all precautions to ensure the security and continued confidentiality of the Card Data. For the avoidance of doubt, providing Card Data in clear text over fax, email or other unencrypted or otherwise unprotected media is not considered to be secure. Neither we nor our affiliates shall under any circumstances be liable to you for unauthorised transactions caused by your failure to keep the Card Data secure.

3.7 You shall promptly notify us without undue delay upon discovering:

(a) that there has been inappropriate or unauthorised disclosure of and/or use of your PIN and/or any of the Card Data;

(b) inappropriate or unauthorised access to and/or use of any of the Services effected using your PIN and/or any of your Card Data; and/or

(c) your Card is lost or stolen,

and you shall promptly take such steps as may be specified by us in relation to the foregoing matters (including to change your PIN).

3.8 You are not liable for loss resulting from an unauthorised Card Transaction where it is clear that you have not contributed to the loss.

3.9 You are not liable for loss resulting from an unauthorised Card Transaction if the cause of the loss is:

(a) fraud or negligence by an employee or agent of us or our affiliates, a third party involved in networking arrangements, or a Merchant or their employee or agent;

(b) because your Card, identifier or PIN which is forged, faulty, expired or cancelled;

- (c) a Card Transaction requiring the use of your Card or PIN that occurred before you received the Card or PIN, as applicable, for your new or reissued Card;
- (d) because we debit your Card more than once for the same Card Transaction;

- (e) an unauthorised Card Transaction occurs after we have been informed that your Card has been misused, lost or stolen, or that the security of Security Codes has been breached.

3.10 The utilisation of the Prepaid Card, including the maximum value of any single Card Transaction for which such Prepaid Card may be used, will be subject to limits set by us, (collectively, "**Card Limits**"). The applicable Card Limits will be set out on the App, the Site and/or the FAQs, but we may, in consideration of our legitimate business interests, apply different limits to you specifically.

3.11 Unless making a Card to Card Transfer, you are not permitted to use the Prepaid Card or Services to remit funds to bank accounts or mobile wallets held by third parties, or any Merchants on the Card Network which are not otherwise considered due for the payment of any goods and services transacted between you and the Merchant.

4. **THE SERVICES**

4.1 The "**Services**" shall mean and comprise the following services:

- (a) a funds transfer service under which you may transfer any fiat currency in your Prepaid Card Wallet to the Prepaid Card Wallet of another Prepaid Card Holder ("**Card to Card Transfer**"); and

- (c) the Site, Service Content and all related features, services, content and applications which the Issuer and its affiliated companies may make available to you from time to time.

4.2 We reserve the right to update, change, remove, suspend, disable or restrict access to or discontinue the Services or change any features, component or content thereof at any time, for any reason, without notice or liability to you. We do not guarantee that any specific content, component and/or feature will always be available on the Services.

4.3 The Issuer holds and maintains your Prepaid Card Wallet, which allows you to store available types of fiat currency with the Issuer, and use the fiat currency to (i) purchase goods or services from Merchants; (ii) withdraw cash through ATM; (iii) make a payment to a third party; (iv) load credit or other value to a Prepaid Card; or (v) settle any other transactions that may be effected using the Prepaid Card, in each case in accordance with these Terms ("**Card Transactions**").

5. **CHARGEBACK**

5.1 This Clause 5 only applies if the Merchant's Bank is located within Australia and the transactions being carried out are transacted in Australian Dollars.

5.2 You shall contact the Issuer at contact@crypto.com or +61 2 7908 5798 (Local and national telephone rates apply) without undue delay in the event of any dispute regarding the validity of any Prepaid Card Transaction or request for Chargeback within eight weeks from the date the transaction is deducted from your balance. The Issuer will assist you in resolution of the dispute or direct such request to the Issuer and/or Card Network for processing.

5.3 If you use the Prepaid Card or provide your Card Data to a Merchant to make a transaction without knowing the amount to be charged to the Prepaid Card in advance, you may be entitled to request a refund if the amount subsequently charged is unexpectedly large, provided that you have notified us in accordance with Clause 5.2 above. However, you will NOT be entitled to a refund if you have been informed of the amount of that transaction, whether by the Merchant or by us, at least four weeks before the transaction is due to be deducted from your balance, and you consented to the transaction.

5.4 You will be required to comply with the Card Network Rules in relation to any dispute or Chargeback request, including furnishing a written explanation of the dispute or Chargeback request and/or a copy of the related sales transaction receipt and any other information and supporting documents that the Issuer and/or the Card Network may require.

5.5 We reserve the right to investigate any disputed transaction. In the event of any investigation by us or a competent authority, you agree to provide assistance and cooperate by providing us with any additional information and/or documentation. Within 10 business days of receiving a dispute or Chargeback request from you under Clause 5.3 above or of receiving any additional information required under Clause 5.4 and this Clause 5.5, we will provide a refund or justify why we are refusing the request.

5.6 If evidence reasonably conclude that any disputed transaction is a result of your wilful default, fraud, gross negligence or incompliance with these Terms, you agree and authorise us to debit your Prepaid Card Wallet account with the amount from the disputed transaction and any such associated charges and fees.

5.7 Any Fees imposed by us and/or the Card Network for the processing of such dispute or Chargeback request may be deducted from the Prepaid Card Wallet Balance or claimed from you and shall not be refundable for any reason whatsoever.

5.8 You hereby agree and accept that (a) we and/or Card Network may, but are not obliged to (whether under these Terms or otherwise) assist you with or process your dispute or Chargeback request; and (b) the decisions of us and/or the Card Network on all matters relating to or in connection with such dispute or Chargeback request are final and conclusive and binding on you for all purposes unless otherwise provided in such terms, conditions, rules, procedures and/or guidelines as may be issued by the Card Network from time to time. You acknowledge and agree that the repayment of any amount previously charged to your Prepaid Card may be subject to such terms, conditions, rules, procedures and/or guidelines as may be issued by the Card Network from time to time.

5.9 In any event, you acknowledge and agree that we and the Card Network shall not be liable to you in respect of any matter relating to or arising out of such dispute or Chargeback request.

5.10 When a Merchant initiates a transaction, it is the Merchant's Bank's liability to ensure correct transmission of the relevant details to us. We are not liable for any transaction initiated by a Merchant and incorrectly executed by the Merchant's Bank, but you may

request that we make immediate efforts to trace the incorrectly executed transaction and notify you of the outcome.

5.11 You will not be entitled to a refund for any incorrect payment made more than 13 months before your report of the details to us, but we will make reasonable efforts to trace the payment for you, for which we may charge a reasonable fee to cover our costs in doing so.

5.12 We are not liable if you incorrectly identify the Merchant under a transaction. In such a case, we will make reasonable efforts to recover the funds involved, for which we may charge a reasonable fee to cover our costs in doing so.

6. **THE APP**

6.1 The App gives you interactive access to your Prepaid Card Wallet. The functions of the App, which may change from time to time without notice to you, currently allow you to perform one or more of the following actions:

- (a) request for Prepaid Cards to be issued by the Issuer;
- (b) change the settings associated with your Prepaid Cards;
- (c) view the balance and Transaction History of your Prepaid Card Wallet;
- (d) perform Card to Card Transfer;
- (f) request for Prepaid Cards to be disabled, enabled or blocked; and
- (g) load your Prepaid Card Wallet.

6.2 Subject always to your continuing compliance with these Terms, we will grant to you a limited, non-transferable, non-exclusive licence to use the App insofar as owned by or licensed through us on your Enabled Device and only for your own purposes, on and subject to these Terms. All other rights not expressly granted to you are reserved. Some software components used in the App may be offered under an open source or other licence as we may notify to you, in which case your use of those components of the App shall be governed by those terms to the extent only of any inconsistency between these Terms and those terms.

6.3 You acknowledge and agree that your use of the Services is at all times subject to your compliance with these Terms and all other applicable terms, including the App Terms.

7. **YOUR DEVICE**

7.1 You acknowledge and agree that, in connection with your use of the App, you shall be responsible for the following, at your own cost:

- (a) obtaining all necessary hardware, software and communications services necessary for your use of the App in accordance with these Terms;

(b) installing antivirus or other mobile security software on your Enabled Device to protect against any security or other vulnerabilities which may arise in connection with your use of the App in accordance with these Terms; and

(c) installing updates and patches for the App and your Enabled Device in a prompt and timely manner.

7.2 Without prejudice to the foregoing and any other terms in these Terms, you shall be solely responsible and liable for any access to and use of the App and Services through your Enabled Device, notwithstanding that such access may have been effected without your knowledge, authority or consent. Neither we nor the Issuer shall be liable to you for any loss or damage resulting from such use unless such loss or damage is caused by our mistake, fraud, negligence or wilful misconduct or the mistake, fraud, negligence or wilful misconduct of our employees, officers, contractors or agents. .

7.3 Should you discover that your Enabled Device is lost or stolen or has been accessed or used in an unauthorised way, you shall notify us of the loss or theft, or unauthorised access or use by contacting us at contact@crypto.com or at +61 2 7908 5798 (Local and national telephone rates apply). In addition, where your Enabled Device has been accessed or used in an unauthorised manner, you should, as soon as possible, reset the password on your Enabled Device.

8. YOUR PREPAID CARD WALLET

8.1 Your Prepaid Card Wallet

(a) All funds deposited in your Prepaid Card Wallet will be placed in a ring-fenced, pooled account (the "**Pooled Account**") held by the Issuer, which is segregated from the Issuer's own proprietary accounts, at its custodian bank. The Pooled Account includes all funds of all users of Prepaid Cards, but your identity and your share of the funds in such Pooled Account (as represented by your Prepaid Card Wallet Balance) shall be maintained in the records of the Issuer at all times.

(a) The Prepaid Card is not a debit card supported by a bank account, and does not in any way connect to or constitute a savings account or a checking account. No interest will be paid for funds maintained in the Prepaid Card Wallet. Funds maintained in the Prepaid Card Wallet will not expire. There is no cash back facility. It is also not a guarantee card, charge card or credit card. You will not earn any interest on any funds loaded on to the card.

(b) Statements showing your Prepaid Card Wallet Balance may be accessed via the App. You can decide whether information about your Prepaid Card, including the Prepaid Card Wallet Balance, transaction history should be actively provided by us on an ad-hoc basis via email to your registered email address. No paper statements will be provided by the Issuer for your Prepaid Card Wallet.

(c) You warrant that all funds deposited by you into the Prepaid Card Wallet are of legal origin.

8.2 Top-Ups to your Prepaid Card Wallet

In order to top-up your Prepaid Card Wallet maintained with the Issuer, you may:

(a) effect a transaction through an Eligible Card which is linked to the Prepaid CardWallet (as described further in Clause 8.3 below);

(b) effect a transfer of funds from your App Crypto Wallet (as described in Clause 8.4(a) below);

(c) effect a transfer of fiat funds from your App AUD Wallet (as described in Clause 8.4(b) below); or

(d) effect a transaction through a Third-Party Digital Wallet Application, if you already have an Eligible Card linked in such a Third-Party Digital Wallet Application (as described further in Clause 8.5 below).

All top-ups to your Prepaid Card Wallet are final and cannot be reversed once effected.

8.3 Top-ups via Debit or Credit Card

You may fund your Prepaid Card Wallet via an Eligible Card by providing your debit or credit card details, and the relevant amount to be transferred, through the App. Upon the Issuer's receipt of confirmation that such Eligible Card transaction has been authorised, the Issuer will credit the corresponding value of funds to your Prepaid Card Wallet. The stored value in your Prepaid Card Wallet is held by the Issuer in a segregated account.

You agree that only Eligible Card accounts which are issued to and/or registered in your name will be used to effect payment to the Issuer for any top-ups to your Prepaid Card Wallet.

8.4 Top-ups via the App

(a) App Crypto Wallet

You may also fund your Prepaid Card Wallet by authorising the debit of your funds held in your Crypto Loading Wallet. Upon receiving your funding instruction, the equivalent fiat amount converted will be credited to your Prepaid Card Wallet. All such debits and conversion from your Crypto Loading Wallet shall be effected in accordance with the App Terms. Upon a successful debit of the relevant amount from your Crypto Loading Wallet (effected in accordance with the App Terms), the Issuer will credit the corresponding amount to your Prepaid Card Wallet.

(b) App AUD Wallet

You may fund your Prepaid Card Wallet by authorising the debit of Australian Dollar funds held in your App AUD Wallet. Upon receiving your funding instruction, the relevant Australian Dollars amount will be debited from your App AUD Wallet and credited to your Prepaid Card Wallet.

8.5 Top-ups via a Third-Party Digital Wallet Application

You may fund your Prepaid Card Wallet via a Third-Party Digital Wallet Application, if you already have an Eligible Card linked in such a Third-Party Digital Wallet Application on your

Enabled Device, through the App. Upon the Issuer's successful confirmation and authentication of such Eligible Card transaction through the applicable Third-Party Digital Wallet Application, the Issuer will credit the relevant amount of funds to your Prepaid Card Wallet.

We shall not be liable for any partially completed transactions or delays in the processing of your instructions, or inability to process your instructions due to delay, failure or interruption in, or unavailability of a Third-Party Digital Wallet Application.

Acting reasonably and in accordance with our legitimate business interests, we reserve the right to cease any Third-Party Digital Wallet Application functionality enabled in the App without notice to you.

9. **PREPAID CARD WALLET BALANCE**

9.1 "**Prepaid Card Wallet Balance**" refers to the total amount of funds held in your Prepaid Card Wallet (which is maintained with the Issuer), as may be increased or decreased according to these Terms.

9.2 Your Prepaid Card Wallet Balance for the Prepaid Card Wallet is subject to a maximum limit imposed by the Issuer (set out on the App, the Site, and/or the FAQs from time to time), which may be amended in consideration of our legitimate business interests.

9.3 You are not allowed to effect any Card Transaction or Card to Card Transfer the value of which is higher than your Prepaid Card Wallet Balance. Any attempt to do so will result in the Card Transaction or Card to Card Transfer being rejected.

9.4 You authorise the Issuer to debit your Prepaid Card Wallet Balance when:

(a) any Fees are charged to your Prepaid Card Wallet;

(b) you effect any Card to Card Transfer from your Prepaid Card Wallet;

(c) any Card Transaction in respect of your Prepaid Card is received from the Card Network, provided that the Issuer reserves the right to decrease the Prepaid Card Wallet for an amount larger than the original debit transaction to account for any foreign exchange or customary industry type related variances or fees that may be applicable to such transactions;

(d) regulatory or risk management action is taken by us in consideration of our legitimate business interests, for us to comply with Applicable Laws or regulations or to ensure the safety of your funds; and/or

(e) money is paid into your Prepaid Card Wallet by accident or mistake, however, if you do not think such payment made to you from a payment service provider in Australia was a mistake, we may share your personal information with the paying payment service provider so that they can contact you directly. This is because we are required by law to cooperate with other payment service providers and share all relevant information with them to assist with tracing money which is sent to the wrong person.

9.5 The Issuer will increase the Prepaid Card Wallet Balance upon:

(a) successful funding of your Prepaid Card Wallet in accordance with the process specified in Clause 8.2 above;

(b) cancellation by the Issuer, in consideration of its legitimate business interests, of any authorization holds applied in accordance with transactions processed from the Card Network; and/or

(c) disputes with Merchants resolved in your favour.

9.6 If your Prepaid Card Wallet Balance becomes negative, you shall immediately top-up funds into your Prepaid Card Wallet to cover such negative balance and to increase your balance to zero at the minimum. Failure to do so is a material breach of these Terms and we reserve the right to cancel your Prepaid Card immediately.

10. **SPENDING**

10.1 The Prepaid Card is not a credit card; hence usage thereof shall be dependent on the available Prepaid Card Wallet Balance.

10.2 The Prepaid Card is only accepted by Merchants participating in the Card Network. The Issuer will not authorise transactions for an amount larger than the Prepaid Card Wallet Balance on the applicable Prepaid Card or if such transaction will result in the Card Limits being crossed.

10.3 You can use your Prepaid Card to purchase goods and/or services from a Merchant either online or at a point of sale terminal that accepts the Prepaid Card. You will need to follow the instructions on the relevant website or point of sale machine to perform the Prepaid Card purchase. This may involve you entering the details of the Prepaid Card (the card number, expiry date and CVC number) or your Prepaid Card PIN number.

10.4 If you choose to be charged for your purchase in a currency other than the currency for which you hold enough stored value in your Prepaid Card Wallet, the Issuer will first debit the relevant amounts from the stored value held in that currency chosen by you before debiting further amounts from the stored value held in other currencies until the full amount has been debited. The exchange rate applied by the Issuer in this process will be the same exchange rate that will be applied as if you had effected an FX Conversion.

10.5 For card-based payment transactions where you do not know the exact amount of the payment transaction at the time you authorise it, we will not block funds on your payment instrument unless you authorise the exact amount to be blocked. This could be the case for payments you make at hotels or at fuel stations for example. We shall release any blocked funds without undue delay as soon as we are aware of the exact amount of the payment transaction and immediately after receipt of the relevant payment order.

11. **WITHDRAWAL SERVICES**

11.1 You can use your Prepaid Card to withdraw cash from ATMs which accept the Prepaid Card ("**Withdrawal Services**"). You will need to follow the instructions on the ATM to

perform the withdrawal. This may involve entering your Prepaid Card PIN number. Such withdrawals are also subject to the Card Limits, and withdrawals which will result in the Card Limits being crossed will not be authorised.

11.2 We do not charge for Withdrawal Services up to the threshold of your Prepaid Card set out in the App, the Site and/or the FAQs, which may be amended by Issuer from time to time. If you withdraw more than such threshold, each withdrawal will be subject to certain Fees (asset out in the App, the Site and/or the FAQs and may be amended by the Issuer from time to time).

11.3 If you choose to withdraw cash using the currency conversion offered by the ATM provider, the Issuer has no liability to you for that currency conversion. Please note that the ATM provider may, in addition charge its own fee for ATM withdrawals which we have no control over or liability for.

12. FEES

12.1 Your use of the Services, Prepaid Card(s) and Prepaid Card Wallet may be subject to certain Fees, which will, if applicable, be debited from your Prepaid Card Wallet Balance. Should your Prepaid Card Wallet Balance be insufficient, the Issuer will notify you via the App and/or email and you agree to effect payment of such outstanding Fees by topping up your Prepaid Card Wallet within 14 days of such notification, failing which we reserve the right to suspend your use of the Services, Prepaid Card(s) and Prepaid Card Wallet until all outstanding Fees have been settled. The list of applicable Fees is set out in the App ([Home]) > [Settings] > [About Crypto.com] > [Fees & Limits]), the Site and/or the FAQs. Foris We may, acting reasonably and in accordance with our legitimate business interests, update the list with amended or additional fees.

12.2 All applicable Fees listed on the App, the Site and/or the FAQs are exclusive of any applicable Taxes and the actual Fee charged will be increased to account for any such applicable Taxes.

13. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that:

(a) The Issuer's, its affiliates' and the Issuer's trademarks and logos, and any other logos, service marks, product names and other proprietary indicia used in the App are the property of either the Issuer, its affiliates, the Issuer or third party licensors (collectively, the "**Trademarks**");

(b) the intellectual property rights in and to the Services are either owned by us or licensed to us by third party licensors;

(c) other than the licence expressly granted by you in these Terms, no other rights are granted to you in respect of either the Trademarks, the App or the Services; and

(d) no part or parts of the App may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.

14. CONDUCT

14.1 Without prejudice to the foregoing, you shall not (and shall not, knowingly or otherwise, authorize, allow or assist any other party to):

- (a) use the App to conduct electronic spamming;
- (b) use the App to perform unlawful or immoral activities (including but not limited to money laundering, terrorism financing and fraudulent activities);
- (c) use the App to upload content that has viruses, malicious codes, immoral or illegal content;
- (d) modify or adapt the whole or any part of the App or combine or incorporate the App into another other programme or application;
- (e) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the App or any components thereof;
- (f) use the App in any manner that would lead to the infringement of our intellectual property rights or those of any third party;
- (g) use the App in a way that could damage, disable, impair or compromise the App or the provision of the Services (or the systems or security of the App or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of the Issuer or its affiliates;
- (h) engage in any other activities deemed inappropriate by us or which is in contravention of any Applicable Laws; or
- (i) Demonstrate or use any abusive, threatening and/or violent behaviour or language towards our personnel.

15. DATA PROTECTION

15.1 By using the Services, you confirm that you have read and understood our Privacy Notice and consent to us collecting, using, disclosing and sharing amongst ourselves your Personal Data and disclosing such Personal Data to our affiliates, authorised service providers and relevant third parties for purposes reasonably required by us to facilitate and administer your use of the Services. These purposes are set out in greater detail in our Privacy Notice, which is accessible at .

15.2 We are entitled at any time to satisfy our internal requirement as to your Personal Data (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or anti-money laundering and counter-terrorist financing purposes, in particular, we are required to comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

16. ELECTRONIC COMMUNICATIONS

16.1 You shall accept full responsibility for the security and authenticity of all Instructions sent via the App and you shall be bound by all such Instructions. We shall be entitled to assume that all Instructions received from your Enabled Device via the App is yours. We shall be under no obligation whatsoever to verify that such communications are in fact yours.

16.2 You are aware that Instructions and information transmitted via the App are generally transmitted via the Internet and may be routed via public, transnational installations which are not specifically protected. We cannot guarantee that the Instructions and information so transmitted will in fact be completely protected against such unauthorised access, and you accept these associated risks.

16.3 Any Instructions sent by you to us shall only be deemed to be received by us when we have successfully retrieved such Instructions from the relevant system and duly informed you of such receipt. In addition, any Instructions sent by you to any third parties (for example, network merchants) shall only be deemed to have been received by such third parties in accordance with their terms and conditions.

16.4 You acknowledge and agree that in the event of any dispute arising in connection with your use of the Services, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the Services and/or of you (including Transaction History) at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever. In addition, you agree to the admissibility of such documents without further requirement of proof of authenticity or accuracy in a court of law under applicable evidentiary law, rules and/or regulations.

17. LIMITATION OF SERVICES / TERMINATION

17.1 Acting reasonably, we may at any time, with or without notice and in furtherance of our legitimate business interests, terminate, suspend, prohibit or limit your use, or the functionality, of the Services (including but not limited to freezing or closing your Prepaid Card Wallet, refusing to process any Card Transactions, or reversing any Card Transaction that you have effected),: (a) you materially breach these Terms and we reasonably consider that termination, suspension or limitation of your use is a proportionate and appropriate response; (b) we reasonably consider it necessary for the purposes of complying with Applicable Laws; (c) where we reasonably suspect that a transaction effected by you is suspicious or potentially connected to any unlawful activities (including but not limited to money laundering, terrorism financing and/or fraudulent activities); (d) we reasonably consider it necessary to remedy the effects of any defect in or compromise to any information system upon which we rely on; (e) as maybe informed by its internal risk monitoring policy and the profile of spending reasonably anticipated for the type of consumer group you belong to; or (f) acting reasonably, we, in our opinion, consider that any Card Transaction has been executed based on an aberrant value.

17.2 We reserve the right to reverse, cancel, refuse to honour or exclude you from participating in any incentive programmes (including but not limited to any kind of reward, cashback or referral programmes) if you are found in breach of any of these Terms, whether directly or indirectly, voluntarily or involuntarily.

17.3 Your obligations under these Terms will continue and the Issuer shall remain to be entitled to debit your Prepaid Card Wallet Balance for any amount and charges incurred in or related to Card Transactions that are carried out before or after the termination of your Prepaid Card and you shall continue to remain liable to the Issuer for such amounts and charges until they are paid in full.

17.4 You shall not be entitled to any payment, compensation or damages from us in relation to any suspension or termination of your use of the Services, the Prepaid Card and/or the Prepaid Card Wallet except to the extent that the payment, compensation or damages is for our mistake, fraud, negligence or wilful misconduct, or the mistake, fraud, negligence or wilful misconduct of our employees, officers, contractors or agents. Any suspension or termination of your use of the Services, the Prepaid Card and/or the Prepaid Card Wallet for any reason shall not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.

17.5 You are entitled to a refund of your Prepaid Card Wallet Balance upon termination of your Prepaid Card and/or Prepaid Card Wallet, and such refund will be subject to Clauses 17.7 to 17.10 below.

17.6 Our rights of suspension and termination under these Terms shall be without prejudice to any other rights or remedies which we may have (whether under these Terms, at law, in equity or otherwise).

17.7 At any point of time you may request, free of charge, the termination of your Prepaid Card and Prepaid Card Wallet and for the refund of your entire Prepaid Card Wallet Balance ("**User Termination**"). Requests for a User Termination may be submitted to the Issuer via the App.

17.8 In order to process your request for a User Termination, the Issuer may ask you to provide your photograph identification documents and other details for identification purposes to enable the Issuer to comply with Applicable Laws.

17.9 The Issuer may, subject to Applicable Laws, delay, deny, or reduce the amount returned to you if necessary to ensure that the requested reduction does not result in a negative Prepaid Card Wallet Balance.

17.10 The Issuer in its sole and absolute discretion, will determine how (e.g. bank transfer or cheque) your remaining Prepaid Card Wallet Balance will be returned to you. Your remaining Prepaid Card Wallet Balance will only be returned to you, the holder of the Prepaid Card Wallet, and not to any other person.

17.11 Any refund of your remaining Prepaid Card Wallet Balance must be claimed and accepted by you within 6 years after the expiry date shown on your Prepaid Card.

17.12 You may be charged a fee for the refund of your Prepaid Card Wallet Balance to cover the costs incurred by the Issuer.

18. **CUSTOMER FEEDBACK, QUERIES, COMPLAINTS AND EMERGENCIES**

18.1 If you have any feedback, questions or complaints, please contact us via email at

contact@crypto.com and through our live chat available on the App. Whilst we strive to respond to you as soon as possible, for more complicated issues, it may take us up to 30 days to resolve and get back to you.

18.2 We have procedures in place to make sure that we handle your complaint fairly and quickly. However, if you are not satisfied with the outcome of your complaint, you can write to the Australian Financial Complaints Authority.

Website: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

18.3 We may need to contact you urgently if we suspect or find fraudulent activity has occurred on your account (provided we are not prohibited from doing so by law) or if we suffer a security threat. To do so, we may (for example) send you a text message instead of calling or emailing you, if we think this is the quickest way to contact you. When we contact you, we will also give you information on how you can minimise any risk to your payment instrument depending on the nature of the security threat. We will use the same contact details which you have already provided us with when contacting you. You must inform us immediately if your personal details or contact information change.

19. LIMITATION OF LIABILITY

19.1 THIS CLAUSE 19 AND THE TERMS GENERALLY ARE SUBJECT TO AUSTRALIAN CONSUMER PROTECTION LAWS, INCLUDING THE COMPETITION AND CONSUMER ACT 2010 (CTH) AND OTHER APPLICABLE AUSTRALIAN CONSUMER PROTECTION LAWS AND REGULATIONS. THE CONTRACTUAL RIGHTS YOU ENTITLED TO UNDER THESE TERMS ARE IN ADDITION TO STATUTORY RIGHTS YOU MAY BE ENTITLED TO UNDER THE ABOVE-MENTIONED LAWS.

19.2 EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY (OTHER THAN NON-EXCLUDABLE STATUTORY WARRANTIES), INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICE OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THESE TERMS. OUR LIABILITY IN RESPECT OF REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED IS LIMITED, AT ITS OPTION, TO ANY ONE OF RE-SUPPLYING, REPLACING OR REPAIRING, OR PAYING THE COST OF THE RE-SUPPLYING, REPLACEMENT OR REPAIRING, OR PAYING THE COST OF SUPPLYING AGAIN THE SERVICES IN RESPECT OF WHICH THE BREACH OCCURRED.

NOTWITHSTANDING ANYTHING IN THESE TERMS, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR ANY OF OUR REPRESENTATIVES BE LIABLE TO YOU: (a) FOR ANY LOSSES OR DAMAGE OR CLAIMS (i) DUE TO AN UNFORSEEABLE EVENT, OUTSIDE OUR REASONABLE CONTROL AND THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED (INCLUDING BUT NOT LIMITED TO FORCE MAJEURE EVENTS, EVENTS OF WAR OR CIVIL UNREST, NATURAL DISASTERS, STRIKE, LOCK-OUT, TRAFFIC

DISRUPTION, ACTS OF DOMESTIC OR FOREIGN GOVERNMENTAL AUTHORITIES); (ii) ARISING FROM OR IN CONNECTION WITH: (A) ANY DELAY, SUSPENSION, DISCONTINUANCE OR FAILURE OF THE APP OR SERVICES; (B) ANY REJECTION OF THE PREPAID CARD; (C) ANY REFUSAL TO PROCESS OR AUTHORISE ANY TRANSACTION FOR ANY REASON; (D) YOUR INABILITY TO EFFECT OR COMPLETE ANY TRANSACTION DUE TO SYSTEM MAINTENANCE OR BREAKDOWN / NON-AVAILABILITY OF THE APP, NETWORK, OUR HARDWARE OR SOFTWARE OR THAT OF ANY THIRD PARTIES EXCEPT TO THE EXTENT THAT THE LOSS OR DAMAGE OR CLAIM IS FOR OUR MISTAKE, FRAUD, NEGLIGENCE OR WILFUL MISCONDUCT, OR THE MISTAKE, FRAUD, NEGLIGENCE OR WILFUL MISCONDUCT OF OUR EMPLOYEES, OFFICERS, CONTRACTORS OR AGENTS; (E) USE OF YOUR ENABLED DEVICE AND THE SERVICES BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORIZED BY YOU; (F) ANY THEFT OR LOSS OF YOUR ENABLED DEVICE; (iii) CAUSED BY THE ISSUER OR US DUE TO THEIR COMPLIANCE WITH APPLICABLE LAWS, COURT ORDERS, AND/OR CARD NETWORK RULES; AND (b) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES TO THESE TERMS, REGARDLESS OF WHETHER SUCH DAMAGES WERE DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER WE OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.3 In any case, the total liability of the Issuer and us arising out of or in connection with the provision of any service under these Terms shall be limited to your Prepaid Card Wallet Balance as of the date your claim arises.

19.4 We shall not be liable for fault on the part of any third party service providers instructed by us. In such cases, our liability shall be limited to using reasonable care in the selection, appointment and instruction of such third party service providers (but not of any sub-contractor or other third party such third party service provider may use).

19.5 Unless you have acted fraudulently or with intent or gross negligence, you will only be liable for a maximum of 65 Australian Dollars (or the equivalent in the currency of your payment instrument) up until the time you inform us that your payment instrument has been lost or stolen. You will not be liable for any losses which occur on your payment instrument after you have informed us that it has been lost or stolen. If you are entitled to a refund for an unauthorised transaction, we will make sure you receive this no later than the end of the next business day.

19.6 Nothing in these Terms shall operate to limit or exclude any liability for fraud or for death or personal injury resulting from negligence.

19.7 The Prepaid Card and the Prepaid Card Wallet are e-money products and are not subject to and not eligible for any deposit insurance coverage, or protection under any financial protection schemes. You acknowledge the Australian Government's Financial Claims Scheme does not apply to the funds held in your Prepaid Card Wallet. For payment and e-money services provided by the Issuer, your fiat funds will be safeguarded by us as required by ASIC and the Corporations Act 2001 (Cth).

20. INDEMNIFICATION

You agree to indemnify and hold us, our affiliates and third party service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) which is caused, or contributed to (to the extent of that contribution) by (i) your breach of these Terms; (ii) your violation of any rule or regulation, or the rights of any third party; and (iv) any transactions resulted from your wilful default, fraud, gross negligence or breach of these Terms. You are not required to indemnify Crypto.com in respect of any amount which arises from any mistake, fraud, negligence or wilful misconduct by Crypto.com or by the mistake, fraud, negligence or wilful misconduct of Crypto.com's employees, officers, contractors or agents.

21. AMENDMENT AND VARIATION

These Terms may from time to time be updated or amended (including fees and charges, or to introduce new terms), by us acting reasonably and to the extent reasonably necessary to protect our legitimate business interests, and we will post any such updates on the App and Site or otherwise notify you via email. Such updated Terms as posted will take effect immediately upon posting on the App and the Site. You should regularly check the 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 App without prior notice. By continuing to use the App, Services, Prepaid Card and/or the Prepaid Card Wallet after any such changes have taken effect, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated App. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using the App, Services, the Prepaid Card and the Prepaid Card Wallet immediately.

22. ASSIGNMENT AND SUBCONTRACTING

These Terms, and any rights and licences granted hereunder, are personal to you and may not be transferred or assigned by you, but may be assigned by us without restriction, restriction in furtherance of our legitimate business interests to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof shall be null and void.

23. SEVERABILITY

If any provision of these 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 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.

24. ENTIRE AGREEMENT / TRANSLATION

24.1 These Terms constitute the entire agreement between you, on the one hand, and the Issuer, on the other, 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). Each party

acknowledges that in agreeing to these Terms it does not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms.

24.2 These 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 Terms shall prevail.

24.3 Notwithstanding the foregoing, in the event that there are conflicts between these Terms and the App Terms on aspects relating to the Prepaid Card, these Terms shall prevail; on aspects relating to the use of the App, the App Terms shall prevail.

25. **WAIVER**

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

25.2 The delay of enforcement or the non-enforcement of any of the terms of these 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 Terms and no right, power or remedy conferred upon or reserved for any party in these Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

26. **NOTICES AND COMMUNICATIONS**

26.1 By using the Services, Prepaid Card and/or the Prepaid Card Wallet, you agree that we, our related corporations, third party service providers, contractors or sub-contractors may provide you with any notices or other communications relating to your use of the Prepaid Card, Services and/or the Prepaid Card Wallet 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.

26.2 Notices to us should be sent electronically to our support system at contact@crypto.com.

27. **THIRD PARTY RIGHTS**

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

28. **GOVERNING LAW AND JURISDICTION**

28.1 These Terms are governed by and shall be construed in accordance with the laws of Victoria, Australia without regard to any choice or conflict of laws rules.

28.2 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 in accordance with the Australian Centre for International Commercial Arbitration (ACICA) Arbitration Rules. The seat of arbitration shall be Victoria, Australia. The language of the arbitration shall be English. The number of arbitrations shall be one.