

Crypto Earn Terms and Conditions

LAST UPDATE: OCTOBER 20, 2021

1. General Provisions

1.1. Description of Service. Crypto Earn, a feature within the Crypto.com App (“App”), and related functionality permits eligible App users (“Earn Users”) to earn rewards on certain supported digital assets maintained in their Crypto Earn Accounts (“Earn Accounts”).

1.2. Contractual Agreement. These terms and conditions, and any others referenced or incorporated herein, constitute a legally binding contract between you, as an Earn User, and the Crypto.com entity described below (“Relevant Entity”) that provides you access to Crypto Earn (the “Agreement”). This Agreement governs your access to and use of Crypto Earn.

1.2.1. Relevant Entity. For purposes of this Agreement, the Relevant Entity providing the Crypto Earn service and related Earn Accounts is Foris DAX KY Group. Notwithstanding, the Relevant Entity for customers residing in Canada or the United States, and each country’s respective territories, is the same entity that offers you the Crypto.com App Services via the App. Throughout this Agreement, references to “Crypto.com,” “we,” “us,” and “our” mean the Relevant Entity, as applicable.

2. Eligibility. To be eligible to use Crypto Earn, you must:

- Be an existing App user in compliance with the App’s terms and conditions (“App Agreement”);
- Be at least 18 years of age or the legal age of majority in the jurisdiction in which you reside;
- Not be a resident of China, Hong Kong, Malta, Switzerland, or the state of New York;
- Not be subject to any sanctions imposed by any government, including without limitation those imposed by the United Nations, the European Union, any EU country, the UK Treasury, or the U.S. Office of Foreign Assets Control (“OFAC”); and
- Read, understand, and agree to our [Privacy Notice](#) and Cookie Policy.

Please note that we do not require that the digital assets that you want to allocate to an Earn Account to be purchased from Crypto.com, its affiliates, or through a Crypto.com product or service.

Notwithstanding your meeting the eligibility criteria above, we reserve the right to refuse your request to use and access the Crypto Earn service, including your ability to open an Earn Account, to suspend your access to Crypto Earn, and terminate your Earn Account at any time in our sole discretion. Further, we reserve the right to change the eligibility criteria at any time. If we become aware that you are an ineligible Earn User or otherwise determine that that you are in violation of any applicable terms and conditions, we may delete your Earn Account immediately without notice and ban you from using any of our or our Affiliates’ products and services. In addition to the other rights set forth herein and to those that may be available to us, you agree that you will indemnify and hold harmless Crypto.com and its Affiliates from any legal or monetary consequences that arise from any unauthorized use, including without limitation, all uses associated with an ineligible Earn User.

3. Crypto Earn Plans

3.1. General. Earn Users may earn rewards on certain supported digital assets that they allocate to and maintain in their Earn Accounts for a defined period of time (“Fixed Plan”) or an indefinite period of time (“Flexi Plan”) (together “Earn Plans”). Each Earn Plan may maintain only one type of digital asset and remains subject to an amount up to the maximum value specified by us from time to time (the “Maximum Value”). Earn Users are permitted to have multiple Earn Plans provided that the aggregate value of the digital assets maintained in all active Earn Plans does

not exceed the Maximum Value. In the event that we reduce the Maximum Value such that the aggregate value of the digital assets maintained across all of an Earn User's active Earn Plans exceeds the reduced Maximum Value, we will:

- 3.1.1. In the case of Earn Users with only active Flexi Plans, we will deallocate and transfer the amount that exceeds the reduced Maximum Value, in an equivalent amount of whichever digital asset we choose, from your Earn Account to your corresponding digital asset wallet in the App;
- 3.1.2. In the case of Earn Users with only active Fixed Plans, we will delay enforcement of the reduced Maximum Value until the expiration of the first Fixed Plan that brings the aggregate value of the digital assets maintained across all active Fixed Plans below the reduced Maximum Value; and
- 3.1.3. In the case of Earn Users with both active Flexi Plans and Fixed Plans, we will first deallocate and transfer the amount maintained across all Flexi Plans that exceeds the reduced Maximum Value, in an equivalent amount of whichever digital asset we choose, from your Earn Account to your corresponding digital asset wallet in the App. In the event that the aggregate value of the digital assets maintained across all Fixed Plans remains in excess of the reduced Maximum Value after we deallocate and transfer all digital assets held in Flexi Plans to your corresponding digital asset wallet, we will delay enforcement of the reduced Maximum Value until the expiration of the first Fixed Plan that brings the aggregate value of the digital assets maintained across all Fixed Plans below the reduced Maximum Value.

3.2. Fixed Plans

- 3.2.1. **Plan Minimum.** Each Fixed Plan requires a minimum amount of digital assets to be maintained ("Minimum Quantity") which varies by digital asset and is disclosed in the App.
- 3.2.2. **Plan Duration.** Each Fixed Plan will be for a fixed duration ranging from one (1) to three (3) months. The rate at which Earn Users earn rewards ("Rewards Rate") shall apply for the duration of the Fixed Plan. We reserve the right to amend the terms of any Fixed Plan if such changes are immaterial and do not impact the potential rewards to be earned or the plan duration.
- 3.2.3. **Rewards Accrual.** Rewards will begin accruing on the digital assets allocated to and maintained in a Fixed Plan on the day after you allocate digital assets to your Earn Account. Rewards will accrue on a daily basis based on the value of the digital assets held in the Fixed Plan. No rewards will be earned on rewards already accrued and/or earned. Accrued rewards will be credited in the same digital asset allocated to and held in the Fixed Plan every seven (7) days (beginning on the day after you first allocate such digital assets) to your corresponding digital asset wallet in the App. In the event that a Fixed Plan is terminated before accrued rewards are credited, such rewards will be forfeited.
- 3.2.4. **Withdrawal.** You are not allowed to close a Fixed Plan or withdraw digital assets maintained in the same prior to its expiration. In the event that you submit a request to close your Earn Account prior the expiration of a Fixed Plan, you agree that we shall not be obliged to honor your request until the expiration of the Fixed Plan and that any accrued rewards not yet credited to your digital asset wallet will be forfeited.

3.2.5. No Automatic Renewal. Upon expiration of a Fixed Plan, the digital assets allocated to it will automatically be deallocated and transferred to your corresponding digital asset wallet in the App.

3.3. Flexi Plans

3.3.1. Plan Minimum. Each Flexi Plan requires a Minimum Quantity which varies by digital asset and is disclosed in the App. You must always maintain the Minimum Quantity of a given digital asset to accrue any rewards in a Flexi Plan.

3.3.2. Plan Duration. The duration of each Flexi Plan remains at your discretion, subject to the terms of this Agreement. You may deallocate and transfer digital assets allocated to a Flexi Plan at any time.

3.3.3. Rewards Accrual. Rewards will begin accruing on the digital assets allocated to and maintained in a Flexi Plan on the day after you allocate such digital assets to your Earn Account. Rewards will accrue daily and will be based on the value of the digital assets held in the Flexi Plan. No rewards will accrue on rewards already accrued and/or earned. Accrued rewards will be credited in the same digital asset allocated and held in the Flexi Plan every seven (7) days (beginning on the day after you first allocate such digital assets) to your corresponding digital asset wallet in the App. In the event that a Flexi Plan is terminated before accrued rewards are credited, such rewards will be forfeited.

3.3.4. Withdrawal. You may withdraw digital assets held in a Flexi Plan at any time by making a transfer to your digital asset wallet.

3.4. Rights of Crypto.com. We reserve the right to and at any time, without liability to you to:

- Refuse your request to open an Earn Account;
- Change the eligibility criteria for registration or use of Crypto Earn or an Earn Account;
- Close, suspend, limit, restrict, or terminate your access to Crypto Earn, the App, or other products and services provided by our Affiliates; and
- Change, update, remove, cancel, suspend, disable, or discontinue any features, component, content, incentive, or referral plan of Crypto Earn provided that we may not change the rewards rate, maturity date, or other material terms that impact your rewards accrual during the duration of any active Fixed Plan you have.

4. Prohibited Activities. By accessing and using Crypto Earn, you agree that you will not do any of the following:

- Engage in any activity that would violate or assist in the violation of any law, statute, regulation, or ordinance;
- Violate or breach any terms or conditions in this Agreement, any other agreement or set of applicable terms and conditions, our [Privacy Notice](#), or our Cookie Policy;
- Provide us with any false, inaccurate, or misleading information or otherwise attempt to defraud us;
- Attempt to gain unauthorized access to our network, system, or websites or Earn Accounts other than your own;
- Decompile, disassemble, or otherwise reverse engineer our App, Crypto Earn, or any other related product, program, or system or in any way infringe on our intellectual property rights including, but not limited to, copyrights, patents, trademarks, or trade secrets;
- Engage in any form of data mining, indexing, scraping, surveying, or otherwise with respect to our App, Crypto Earn, or any other related product, program, or system; or

- Unduly burden or hinder the functionality and/or operation of any aspect of our App, Crypto Earn, or any other product, program, or system offered, maintained, or provided by us or our affiliates.

5. Suspension and Termination

5.1. Earn Account. We reserve the right to suspend, restrict, or terminate your Earn Account if:

- We are required to do so by a court order, government order, or a facially valid subpoena;
- We reasonably suspect you of engaging in Prohibited Activities as described in this Agreement; or
- We reasonably suspect you of otherwise being in violation of this Agreement or other applicable terms and conditions for products and services offered by Crypto.com or its affiliates.

Upon termination of your Earn Account, you are entitled to recover your digital assets in accordance with the App's terms and conditions and this Agreement, unless we are prohibited from doing so by law or a court order or where we reasonably suspect that such funds were obtained through fraud or any unlawful means or in connection with any criminal activities.

5.2. Agreement. This Agreement terminates immediately upon you closing your Earn Account or our termination of your Earn Account, but such termination shall not prevent any party from seeking remedies against any other party for any breach of this Agreement occurring prior to termination.

5.3. Contact. If you have any questions regarding Crypto Earn or need assistance in connection with the suspension or termination of your Earn Account, please contact us at contact@crypto.com.

6. Miscellaneous Provisions

6.1. Indemnification. You will defend, indemnify, and hold harmless Crypto.com, its affiliates, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your breach of this Agreement, your violation of any statute, regulation, or ordinance, or the rights of any third party.

6.2. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE MADE AVAILABLE TO YOU FROM TIME TO TIME, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT OF GOODS, LOSS OF TECHNOLOGY, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

Except as provided in this Agreement and to the extent permitted by law, we disclaim all other representations or warranties, express or implied, made to you, your affiliates, or any other person including, without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose, title, non-infringement, or otherwise, regardless of any course of dealing, custom, or usage of trade, of any service or any goods provided incidental to Crypto Earn under this Agreement.

Our liability in respect of representations and warranties that cannot be excluded under this Agreement is limited to, at our option, any one of resupplying, replacing, or repairing, or paying the cost of thereof, the services in respect of which the breach occurred.

IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH CRYPTO EARN EXCEED THE LESSER OF US \$100 OR THE TOTAL FEES THAT YOU PAID US FOR ITS USE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

- 6.3. Tax Obligations.** Uncertainty in the treatment of taxes related to digital assets may expose you to future or unknown tax obligations. It is your sole responsibility to determine what taxes, if any, arise from your use of Crypto Earn. Further, you are solely responsible for reporting and paying any applicable taxes. Except to the extent that we are required by applicable law, we will not determine whether, or to what extent, you are liable for taxes, report them, or withhold them.
- 6.4. Relationship.** Crypto.com is not your trustee, investment advisor, or fiduciary. By providing the Crypto Earn service to you, Crypto.com does not become a trustee, investment advisor, or form any sort of fiduciary relationship with you. We have no trust or other obligations with respect of your digital assets other than those expressly specified in this Agreement.
- 6.5. Entire Agreement.** This Agreement (together with the Privacy Notice and Cookie Policy) represents the entire agreement between you and us with respect to Crypto Earn and supersedes all prior representations, understandings, agreements, or communications between you and us, whether written or verbal, including any statements published in our whitepaper regarding Crypto Earn.
- 6.6. Amendments.** We may amend or modify this Agreement from time to time by posting the updated Agreement on the App or in accordance with the App terms and conditions and such amendment or modification shall take effect immediately. Your continued use of Crypto Earn constitutes your acceptance of the updated Agreement; if you do not agree with the updated Agreement, your sole and exclusive remedy is to discontinue use of Crypto Earn.
- 6.7. Severability.** If any provision, in whole or in part, of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or a governmental body, such provision shall be changed and interpreted to accomplish its objectives to the greatest extent possible under applicable law and the validity and enforceability of any other provision of this Agreement shall not be affected.
- 6.8. Survival.** All provisions of this Agreement which by their nature extend beyond its termination, including, without limitation, provisions pertaining to suspension and termination, shall survive such termination.
- 6.9. Waiver.** The delay or failure of one party to require performance of any provision of this Agreement shall not constitute a waiver of that party's right to require performance at any time thereafter. Further, the waiver of one party to seek recovery for the other party's non-performance shall not constitute a waiver by the former party to seek recovery for any subsequent non-performance.
- 6.10. Assignment.** You may not assign, delegate, or transfer any rights or obligations under this Agreement without our prior written consent. Any such attempted assignment, delegation, or

transfer shall be null and void. We reserve the right to assign our rights without restriction, including without limitation to affiliates or subsidiaries, or to any successor in interest of any business associated with the App or Crypto Earn.

6.11. Third Party Rights. Other than the affiliates of Crypto.com, a person who is not a party to this Agreement shall have no right under this Agreement.

6.12. Conflicts. In the event there are conflicts between this Agreement and the App's terms and conditions, this Agreement shall control to the extent of the conflict, except for those aspects relating to the App (in which case the App's terms and conditions will control).

6.13. Governing Law

6.13.1. Users in Canada. For customers residing in Canada, this Agreement shall be governed by, construed, and enforced in accordance with the laws of the province or territory in which you reside or most currently resided. Any dispute that may arise between you and us shall be resolved in a court of competent jurisdiction sitting in British Columbia and must be conducted in English.

6.13.2. Users in the United States. For customers residing in the United States, this Agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Florida, except to the extent governed by federal law, without regard to any conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute that may arise between you and us shall be resolved in a court of competent jurisdiction sitting in Dade County, Florida.

6.13.3. Users in Other Jurisdictions. For customers residing outside of Canada or the United States, any dispute, controversy, difference, or claim arising out of or relating to this Agreement including the existence, validity, interpretation, performance, breach, or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to the same shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under its rules in force when a Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong with arbitration conducted in English by one arbitrator.

6.14. Force Majeure. We shall not be liable for any delay, error, interruption, or failure to perform any obligation under this Agreement where the delay or failure is directly or indirectly resulting from any cause beyond our control including, but not limited to i) acts of God, nature, court, or government; ii) failure or interruption in private or public telecommunications networks, communication channels, or information systems; iii) acts or omissions of a party for whom we are not responsible; iv) delay, failure, interruption in, or unavailability of third-party services and sites; v) strikes, lockouts, labor disputes, war, terrorist acts, or riots; and vi) viruses, malware, other malicious computer code, or the hacking of any part of the App or Crypto Earn.

You understand and agree that your use of the App and Crypto Earn is at your own risk. This section is not exhaustive and does not disclose all the risks associated with digital assets and the use of our products and services. You should carefully consider whether such use is suitable for you in light of your circumstances and financial resources.

7. Disclosures

7.1. Legal and Regulatory. The regulatory status of digital assets is currently unsettled, varies among jurisdictions, and is subject to significant uncertainty. It is possible that in the future, certain laws, regulations, policies, or rules relating to digital assets, blockchain technology, or

blockchain applications may be implemented which would directly or indirectly affect or restrict the services that we provide to you.

YOU ARE RESPONSIBLE FOR DETERMINING WHETHER THE USE OF CRYPTO EARN AND ANY OF OUR RELATED SERVICES IS LEGAL IN YOUR JURISDICTION AND YOU SHALL NOT USE THEM SHOULD SUCH USE BE ILLEGAL IN YOUR JURISDICTION. IF YOU ARE UNCERTAIN, PLEASE SEEK INDEPENDENT LEGAL ADVICE.

We may be forced to suspend, discontinue, or to change aspects of Crypto Earn and any of our services in any jurisdictions without notice and for whatever reason if demanded by regulatory authorities. In such instances, digital assets in your Earn Account may be frozen for an indefinite period of time until the matter is resolved.

- 7.2. Cybersecurity.** Digital assets may be subject to expropriation, theft and/or fraud; hackers and other malicious groups or organizations may attempt to interfere with our network and/or system in various ways including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing which may result in the loss of your digital assets or the loss of your ability to access or control the same. In such event, we do not guarantee any remedy, refund, or compensation.
- 7.3. Source Code Weakness.** There is risk that the Crypto.com App or any of our products and services may unintentionally include weakness or bugs in the source code which may adversely affect Crypto Earn.
- 7.4. Insurance.** The digital assets held in your Earn Account are not protected by any government-backed insurance scheme including, but not limited to, the Federal Deposit Insurance Corporation (“FDIC”) or the Canada Deposit Insurance Corporation (“CDIC”).