

Crypto.com App DeFi Yield Terms & Conditions

Last Update: 12 September 2024

1. INTRODUCTION

1.1 DeFi Yield (described below) is provided to you by Foris DAX Middle East FZE (together with its Affiliates, "**Crypto.com**").

1.2 These terms and conditions ("**Terms**") will apply to your use of the DeFi Yield Service on the Crypto.com App (as defined below). Please take the time to read and understand these Terms before using the DeFi Yield Service so that you are aware of your legal rights, duties, liabilities and obligations. In particular, **please ensure that you read and understand the risks described in Clause 5 (Risk Disclosure Statement) before you participate in the DeFi Yield Service.** You should not construe these or any other statements as legal, tax or financial advice. You are advised to obtain independent legal, financial and tax advice before using the DeFi Yield Service.

1.3 By using the DeFi Yield Service, you are entering into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by these Terms in addition to the Crypto.com App terms and conditions applicable to your jurisdiction ("**App T&Cs**"), which you have already accepted previously to gain access to the Crypto.com App.

1.4 These Terms incorporate within them as though they were fully restated herein, the provisions of the following terms and policies which shall collectively govern the use of the DeFi Yield Service:

(a) our [Privacy Notice](#) ("**Privacy Notice**") and Cookie Policy; and

(b) any relevant Frequently Asked Questions published by Crypto.com specifically in respect of DeFi Yield ("**FAQs**").

For the avoidance of the doubt, these Terms, FAQs and other related documents may be amended or varied from time to time at the discretion of Crypto.com.

1.5 In the event of any inconsistency, the following order of priority shall apply:

- (a) these Terms;
- (b) the FAQs; and
- (c) the App T&Cs.

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

“Accessible Networks” means the third party blockchain networks selected and made accessible by Crypto.com from time to time;

“Automated Market Maker Pools” or **“AMM Pools”** shall have the meaning given to it in Clause 2.7;

“Clause” means each numbered provision or section of these Terms;

“Crypto.com” shall have the meaning given to it in Clause 1.1;

“DeFi” shall have the meaning given to it in Clause 2.1;

“DeFi Staking” shall have the meaning given to it in Clause 2.5;

“DeFi protocol” means a decentralised finance application on an Accessible Network where users can opt to deploy their Digital Assets in connection with the DeFi Yield Service, as determined by Crypto.com at its sole discretion;

“DeFi Yield Service” shall have the meaning in Clause 2.1, which Crypto.com may make available to you at its sole discretion on the Crypto.com App from time to time in respect of your Digital Assets;

“DeFi Rewards” shall have the meaning in Clause 2.9;

“Lending Pools” shall have the meaning given to it in Clause 2.6;

“Operational Features” means certain functions, processes and capabilities which enable the DeFi Yield Service to operate effectively, and which include, but are not limited to, minimum or maximum allocation amounts, periodic cycles of reward claiming and distributions, separate blockchain addresses to support transfers to and from DeFi protocols, batching of instructions to DeFi protocols, provision of estimated reward rates and estimated activation periods, provision of transaction details on an individuated basis and auto-compounding of rewards;

“we/us/our” means Crypto.com;

“you/your” means the individual who is the user of the DeFi Yield Service.

Other defined terms used in these Terms shall have the same meanings given to them in the App T&Cs and/or the Defi FAQs.

2. DEFI YIELD SERVICE

- 2.1 **DeFi Yield Service.** DeFi Yield Service is an online pass-through service facilitated by us, whereby eligible persons (“**DeFi Users**”) can deploy their Digital Assets to DeFi protocols to receive benefits determined by the protocol (“**DeFi**” or “**DeFi Yield Service**”).
- 2.2 Types of DeFi protocols available under the DeFi Yield Service include DeFi Staking, Lending Pools and Automated Market Maker Pools (and any other DeFi protocol as may be made available by us in our sole discretion from time to time).
- 2.3 By participating in the DeFi Yield Service, you authorise Crypto.com to pass through your instructions and facilitate your on-chain transfers of Digital Assets between your Wallet and the relevant DeFi protocol. During such time that your Digital Assets are held with any DeFi protocol, Crypto.com is not responsible for any decisions made by the DeFi protocol or the performance or consequences on your Digital Assets on such DeFi protocol.
- 2.4 **Our Role.** Crypto.com acts solely as a pass-through intermediary to facilitate the execution of your instructions in relation to the selected DeFi protocol. We do not provide investment, legal or tax advice, and we do not exercise any control over the DeFi protocols or your Digital Assets which are transferred to the DeFi protocol. We may use third party service providers, such as smart contracts or blockchain protocols, wallet providers, validators, data source providers, and other technical service providers in order to provide you with the DeFi Yield Service. We may also provide you with certain Operational Features, subject to the relevant DeFi protocol and any Applicable Laws. Such Operational Features will be disclosed to you on the DeFi Yield Service user interface. Your Digital Assets and any DeFi Rewards in respect of the DeFi Yield Service will be treated on an individuated basis.
- 2.5 **DeFi Yield Type 1: DeFi Staking.** DeFi Staking refers to the locking up of Digital Assets in smart contracts within DeFi protocols in App for rewards provided by the DeFi protocol. If you instruct us to stake or unstake your Digital Assets with a DeFi Staking protocol, you authorise Crypto.com to pass through your instructions and facilitate your on-chain transfers of Digital Assets between your Wallet and the relevant DeFi protocol. You acknowledge that any staked Digital Assets may be locked with the DeFi protocol and as such may not be available for sale, transfer, trading or other uses until they are unstaked and any additional conditions imposed by the DeFi protocol (if applicable) are complete. Any action to stake or unstake your Digital Assets is entirely your own and we will only facilitate the DeFi Yield Service at your request and instruction. The staked Digital Assets will be subject to the rules and conditions of the applicable DeFi protocol and you assume full responsibility for any use of the DeFi protocol, including any losses and risks set out in Clause 5, including liquidity risks due to lock-up periods.
- 2.6 **DeFi Yield Type 2: Lending Pools.** Lending Pools refer to DeFi protocols which enable users to contribute Digital Assets to Lending Pools, where the Digital Assets are borrowed by other users in App for other types of Digital Assets which are different from the Digital Asset being borrowed. If you instruct us to deploy your Digital Assets to a Lending Pool, you authorise Crypto.com to pass through your instructions and facilitate your on-chain transfers of Digital

Assets between your Wallet and the relevant DeFi protocol. You will receive a receipt token generated by the relevant DeFi protocol which represents the amount of Digital Assets you have deployed to the Lending Pool. The receipt token may or may not increase or decrease in value through changes in redemption price, as determined by the applicable DeFi protocol, or changes in quantity of the receipt token, which is fully dependent on the DeFi protocol. If you instruct us to withdraw your Digital Assets from a Lending Pool, we will act on your instructions to redeem the relevant Digital Assets from the DeFi protocol on your behalf, and pass on the Digital Assets to your Wallet once it is received from the DeFi protocol. Any rules, terms and conditions of the Lending Pool are fully dependent on the DeFi protocol and you assume full responsibility for any use of the Lending Pool, including any losses and risks set out in Clause 5, including credit risk due to bad debt.

2.7 DeFi Yield Type 3: Automated Market Maker (AMM) Pools. AMM Pools refer to DeFi protocols which enable users to contribute, swap or trade one Digital Asset for another Digital Asset at a price which is determined algorithmically by a smart contract. If you instruct us to deploy your Digital Assets to an AMM Pool, you authorise Crypto.com to pass through your instructions and facilitate your on-chain transfers of Digital Assets between your Wallet and the relevant DeFi protocol, in return for a Liquidity Provider (“LP”) token generated by the relevant DeFi protocol which represents your share of the AMM Pool. Subject to the terms of the DeFi protocol, you will receive a share of the fees generated from the AMM Pool which you have deployed your Digital Assets to, in proportion to the percentage of LP tokens you own. If you instruct us to withdraw your Digital Assets from an AMM Pool, we will facilitate your redemption of the relevant Digital Assets from the DeFi protocol. Any rules, terms and conditions of the AMM Pool are fully dependent on the DeFi protocol and you assume full responsibility for any use of the AMM Pool, including any losses and risks set out in Clause 5, including price risk such as impermanent loss.

2.8 Specific Terms of DeFi Protocols. By participating in the DeFi Yield Service, you acknowledge that you may become a user of, and therefore subject to, the terms and conditions imposed by the respective DeFi protocol. These rules, terms, and conditions are subject to change at the discretion of the DeFi protocol and may be modified or removed at any time. We are not responsible or liable for any actions, modifications, or decisions made by the DeFi protocol. It is essential that you read and fully understand these terms before participating in the DeFi Yield Service, as they may significantly impact your rights and obligations concerning your Digital Assets. There is a risk that you may lose the entire value and amount of your Digital Assets. We strongly recommend that you conduct your own due diligence and consult with your advisors before making any decisions, including whether to participate in the DeFi Yield Service.

2.9 Risk Acceptance of DeFi Protocols and Third-Party Service Providers. By accessing and using the DeFi Yield Service, you acknowledge and agree that the availability of the DeFi Yield Service is contingent upon the availability of the relevant DeFi protocols and services provided by third-party service providers on commercially reasonable terms. These DeFi protocols and third-party service providers are independent from Crypto.com. The specific

DeFi protocols associated with the DeFi Yield Service are disclosed in the respective user interface and FAQs, and the types of third-party service providers we may engage are outlined in Clause 2.4 above. It is your responsibility to conduct appropriate due diligence before participating in the DeFi Yield Service and to continue doing so on an ongoing basis, as the DeFi protocols and third-party service providers may change. You acknowledge that we are not liable for any acts, omissions, or the unavailability of services on commercially reasonable terms by such DeFi protocols or third-party service providers, or any losses incurred in connection with their use, including any subcontractors or other third parties engaged by such DeFi protocols and/or third-party service providers.

2.10 Responsibility for Using DeFi Yield. Under the DeFi Yield Service, you retain beneficial interest in your Digital Assets and DeFi Rewards for as long as these assets remain in your Account. However, if you instruct us to facilitate your on-chain transfers of Digital Assets between your Wallet and the relevant DeFi protocol, we will execute your instructions, and you may lose ownership or beneficial interest in the Digital Assets once the transfer is completed, depending on the terms of the DeFi protocol. You are solely responsible for instructing us regarding your use of any DeFi protocol and for ensuring the security of your account.

2.11 DeFi Rewards: DeFi Users who deploy their Digital Assets to the DeFi protocols may receive a reward (“**DeFi Reward**”). The DeFi Rewards are granted and determined by the applicable DeFi protocol. Following the receipt of such a DeFi Reward, if any, we shall facilitate the distribution of such applicable portion of the DeFi Reward to you (out of which a fee will be paid to us for providing you with the DeFi service, which may be updated from time to time [here](#)). Depending on the Accessible Network and DeFi protocol, it may take time before your Digital Assets start receiving DeFi Rewards. For the avoidance of doubt, the amount of Digital Assets you have deployed to any DeFi protocol, and any DeFi Rewards you may receive are at all times treated on an individual basis for your benefit, even if they may be batched together at the protocol level for operational reasons.

2.12 Actual DeFi Rewards Dependent on DeFi Protocol. You retain beneficial interest in any DeFi Rewards generated in respect of your Digital Assets, but you may not be able to access these rewards until they are distributed to us by the respective DeFi protocol and passed on to you. We may, at our sole discretion, provide you with an approximated projection of the DeFi Rewards you may be entitled to but you understand that any figures provided by us are purely an estimation of the DeFi Rewards and are in no way a guarantee or confirmation that you will actually receive such DeFi Rewards or such amount of DeFi Rewards. In particular, DeFi Rewards in the form of reward points may not result in any actual rewards, benefits or returns that constitute pecuniary value. **You acknowledge that the Estimated APR and actual DeFi Rewards, including the timing and frequency of DeFi Rewards, may change over time and is solely dependent on the applicable DeFi protocol (including gas/network fee charges).** We do not have any ability to influence or determine any aspect of the DeFi Rewards generated. WE, AND OUR AFFILIATES, DO NOT GUARANTEE THAT YOU WILL RECEIVE ANY DEFI REWARDS, ANY SPECIFIC DEFI REWARD, OR ANY

ESTIMATED APR. YOU ACKNOWLEDGE AND AGREE THAT WE, OUR AFFILIATES AND OUR THIRD-PARTY SERVICE PROVIDERS (IF ANY) ARE NOT LIABLE FOR ANY FAILURE BY THE APPLICABLE DEFI PROTOCOL OR ACCESSIBLE NETWORK IN AWARDING OR DISBURSING ANY DEFI REWARD OR OTHER REWARDS.

2.13 Subject to Applicable Law, we reserve the right and without liability to you to update, change, remove, cancel, suspend, disable or restrict access to or discontinue the DeFi Yield Service or change any features, component or content thereof at any time.

3. ELIGIBILITY

3.1 By participating in DeFi, you represent and warrant that:

- (a) you are an existing user of the Crypto.com App;
- (b) you have read, understood and agreed to the following and shall remain at all times in compliance with the same:
 - (i) the App T&Cs;
 - (ii) these Terms;
 - (iii) the Privacy Notice and any applicable Cookie Policy; and
 - (iv) any FAQs in respect of any of the above.
- (c) you are at least eighteen (18) years of age or the legal age of majority in the jurisdiction in which you reside, or if you are not an individual, be duly organised and existing in good standing under the laws of your jurisdiction or organisation;
- (d) you are not resident or a resident of, and do not otherwise have any relevant connection with (including by virtue of being a tax resident), any jurisdiction which:
 - (i) restricts or prohibits the entry into of performance of obligations under these Terms, and/or the App T&Cs;
 - (ii) restricts or prohibits the deposit, withdrawal, holding, custody, or any other type of other dealing with any Digital Assets generally made available to you by the DeFi Yield Service or more specifically are available under DeFi;
- (e) you are not located in, under the jurisdiction of, registered in, or a national or resident of, or under the control of or have a principal or beneficial owner who is located in, under the jurisdiction of, registered in, or a national or resident of any:
 - (i) jurisdiction sanctioned by the United Nations General Assembly;

(ii) jurisdiction sanctioned by any government, regulatory authority, judicial authority or law enforcement agency of the United States of America, United Kingdom, European Union and comparable jurisdictions (as determined by Crypto.com in accordance with Applicable Laws); or

(iii) any of the countries, states and jurisdictions listed [here](#);

(a) you have the full right, power, and authority to agree to these Terms;

(b) you are the authorised user of the Enabled Device, and your Enabled Device is not jailbroken, meaning that you have not, nor are you aware of anyone having, used an exploit to remove manufacturer or carrier restrictions from the relevant device;

(c) you are not impersonating any other person, operating under an alias or otherwise concealing your identity;

(d) 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;

(e) you agree to cooperate with all requests made by us or any of our third-party service providers on our behalf in connection with your accessibility and use of the DeFi, 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 Crypto.com to reasonably identify you, including requiring you to take steps to confirm or verify your information against third party databases or through other sources;

(f) you agree and accept that we are entitled, in our sole discretion, to refuse your application for or to suspend, terminate or limit your use of the DeFi Yield Service, and/or to change the eligibility criteria for registration at any time;

(g) you agree that 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;

(h) You undertake to ensure that any information you provide to us, or any of our third party service providers (if any), is always accurate and up to date. You accept that 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. You agree and accept and understand that failure to complete any step of the registration process may also result in your inability to use the DeFi Yield Service;

- (i) you are the beneficial owner of (or if you are acting as a trustee, the legal owner) and have all right, title and interest in any Digital Assets which you intend to use for the DeFi Yield Service; and
- (j) you are compliant with all Applicable Law requirements to which you are subject, including without limitation, all tax laws and regulations, margin control requirements and registration requirements.

Without limiting any of our rights herein, your eligibility to use the DeFi Yield Service is at all times subject to your continuing compliance with these Terms and the foregoing eligibility criteria.

3.2 You hereby represent and warrant that any and all information provided to us, our Affiliates or any of our third-party service providers, is always complete, accurate and up-to-date in all respects and that in the event that such information ceases to be complete, accurate and up-to-date, you shall provide us, our Affiliates and third party service providers with such revised and updated information without delay. You are responsible for ensuring that your use of the DeFi Yield Service is, and remains lawful despite changes to Applicable Laws, your domicile and circumstances. Failure to do so shall be deemed a breach of contract, giving rise to our right to seek any damages, immediately terminate the DeFi Yield Service or other services provided to you, and/or to seek any other remedy available to us under the Terms and/or Applicable Law. It is your responsibility to update us with any changes in your personal information or any other information you may have provided us with during registration or else in the course of your engagement with the DeFi Yield Service. If at any time we believe that your information is incomplete, 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 or provide up to date information may result in your inability to or adversely affect your use of the DeFi Yield Service. You undertake to indemnify us, our Affiliates and any third-party service providers for any and all losses incurred as a result of your failure to provide complete, accurate and up-to-date information at any point prior to and following termination of the DeFi Yield Services.

4. RIGHTS OF CRYPTO.COM

In addition to any other rights Crypto.com may have under these Terms and/or the App T&Cs, Crypto.com may in its sole direction, at any time without prior notice to you:

- (a) refuse your request to use the DeFi Yield Service;
- (b) change the eligibility criteria for your use or continued use of the DeFi Yield Service;
- (c) close, suspend, limit, restrict or terminate your access to the DeFi Yield Service;

- (d) change, update, remove, cancel, suspend, disable or discontinue any features, component, content or incentive of the DeFi Yield Service;
- (e) recall your Digital Assets from DeFi protocols, subject to regulatory and legal obligations;
- (f) adjust the fees for providing you with the DeFi Yield Service; and
- (g) terminate the agreement entered with you under these Terms.

In addition to the rights above, in the event that you breach these Terms, the App T&Cs, or fail to act in accordance with the relevant FAQs, we may suspend, restrict or terminate your access to your Account, the DeFi Yield Service, your access to any (or all) of the App and/or deactivate your Account immediately, and shall have the right to exercise enforcement of any such terms or provisions by injunction, specific performance or other equitable relief, without prejudice to any other rights or remedies that we may have for a breach of these Terms.

5. RISK DISCLOSURE STATEMENT

In addition to any other risks disclosed by us relevant to your use of the DeFi Yield Services, please note the following risks:

- 5.1 **DeFi Risks.** DeFi involves significant risks, and you should not engage in the DeFi Yield Service unless you are prepared to lose all the Digital Assets. Key risks include (but are not limited to):
- (a) **Lock-Up Periods:** Digital Assets deployed to DeFi protocols may be locked up due to rules determined by the protocols of the Accessible Network, during which they cannot be transferred or sold. You should assess your liquidity needs and ensure that you can afford to have your assets locked up for the duration that your Digital Assets are held with a DeFi protocol.
 - (b) **Smart Contract and Technical Risks:** DeFi protocols rely on smart contracts, which may contain bugs or vulnerabilities that could result in the loss of your Digital Assets. In addition, technical failures, security vulnerabilities and poor infrastructure in DeFi protocols may compromise your Digital Assets and the security of the underlying blockchain.
 - (c) **Protocol and Network Risks:** DeFi involves participating in the network operations of a blockchain. If the blockchain network experiences issues such as outages, hacks, exploits, attacks, price oracle attacks or other disruptions including errors or security failures, your Digital Assets may be at risk. Events occurring at the protocol level are outside of our control.
 - (d) **DeFi Rewards Not Guaranteed:** DeFi rewards are determined by the protocol and can change. There is no guarantee of DeFi rewards, and the expected returns may fluctuate due to changes in the protocol's tokenomics or market conditions.

- (e) **Systemic Risks:** DeFi involves significant systemic risk, potentially destabilizing the underlying blockchain network by increasing counterparty risks and points of failure. In the case of substantial failures in DeFi layers, network forks might be demanded, threatening the social consensus of the underlying blockchain.
- (f) **Inherent Risks of Specific DeFi Protocols:** Each specific DeFi protocol has its own inherent risks, arising from factors such as its governance model, technical capability, level of security, experience and reliability of the management team, tokenomics or economic design, counterparty reliance, liquidity, and market risks. This could result in complete or partial loss of your Digital Assets.
- (g) **Impermanent Loss:** When participating in AMM pools, you may experience impermanent loss due to price fluctuations between the paired assets, which can result in a lower value compared to simply holding the Digital Assets separately.
- (h) **Liquidity Risks:** AMM pools and lending protocols depend on sufficient liquidity to function effectively. A sudden withdrawal of liquidity by other users can lead to slippage, increased costs, or even the inability to withdraw your Digital Assets promptly.
- (i) **Counterparty and Interoperability Risks:** DeFi protocols may rely on oracles, validators, and third-party services, introducing counterparty risks. Additionally, cross-chain bridges and interoperability mechanisms can fail or be exploited, potentially leading to loss of Digital Assets.
- (j) **Liquidation Risks:** In lending protocols, if the value of your collateral falls below the required threshold, your collateral may be automatically liquidated, potentially at a significant loss.
- (k) **Network Congestion and Gas Fees:** High network congestion can lead to delays in transaction processing and unexpectedly high gas fees, impacting your ability to participate or exit a protocol efficiently.

5.2 Pass-Through Service Risks. By participating in DeFi, you will be interacting with third party services and protocols, including but not limited to (i) DeFi protocols; (ii) smart contracts, as well as their related links, content, products, applications or services. **DeFi introduces complex financial risks, including liquidity and counterparty issues. We do not control the actions of any smart contracts, protocols, third party service providers or third party services, and they may fail to perform as expected, which could result in a loss of some or all of your Digital Assets and DeFi Rewards.** We only provide a pass-through service and any interactions or transactions with third party service providers and protocols are undertaken at your own risk. We do not guarantee the performance of any third-party service providers, third party services, smart contracts or protocols and are not responsible for any losses that may result from their actions or failures. You are responsible for conducting your own due diligence before choosing to use the DeFi Yield Service.

5.3 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 DEFI 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 the DeFi Yield Service and any of our services in any jurisdictions, including the Digital Assets available for the DeFi Yield Service, without notice and for whatever reason. In such instances, Digital Assets in your Account may be frozen for an indefinite period of time until the matter is resolved.

5.4 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 an event, we do not guarantee any remedy, refund, or compensation.

5.5 Compensation Scheme. You understand and agree that by using the Crypto.com App and the DeFi Yield Service, you are unlikely to have access to any financial services compensation scheme in your jurisdiction if something goes wrong.

5.6 Tax. You understand that the DeFi Rewards may be taxable or be considered tax events in your jurisdiction. You are solely responsible for all taxes and charges in relation to the DeFi Yield Service and any DeFi Rewards, and we and our third-party service providers (if any) are not liable for any losses in this regard.

5.7 This section is not exhaustive and does not include all the risks or disclosures associated with using DeFi, the DeFi Yield Service, Digital Assets and the use of our products and services in your jurisdiction. Before participating, make sure that you understand and agree with all the risks involved.

6. LIMITATION OF LIABILITY

6.1 THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE FULLEST 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 TITLE, NON-INFRINGEMENT, TIMELINESS, 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. ADDITIONALLY, CRYPTO.COM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT,

OR ERROR-FREE. WHILE CRYPTO.COM ATTEMPTS TO MAKE YOUR USE OF THE SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OUR LIABILITY IN RESPECT OF REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED IS LIMITED, AT OUR OPTION, TO ANY ONE OF:

- (i) RE-SUPPLYING, REPLACING OR REPAIRING THE SERVICES IN RESPECT OF WHICH THE BREACH OCCURRED; OR
- (ii) PAYING THE COST OF THE RE-SUPPLYING, REPLACEMENT OR REPAIRING OF THE SERVICES IN RESPECT OF WHICH THE BREACH OCCURRED.

6.2 NOTWITHSTANDING ANYTHING IN THESE TERMS, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES OR REPRESENTATIVES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGE OR CLAIMS:

- (i) DUE TO AN UNUSUAL OR UNFORESEEABLE 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);
- (ii) ARISING FROM OR IN CONNECTION WITH:
 - (A) ANY INTERRUPTION, DELAY, SUSPENSION, DISCONTINUANCE OR FAILURE OF THE CRYPTO.COM APP OR THE DeFi Yield SERVICE;
 - (B) ANY REFUSAL TO PROCESS OR AUTHORISE, OR ANY REVERSAL OF, ANY TRANSACTION FOR ANY REASON;
 - (C) YOUR INABILITY TO EFFECT OR COMPLETE ANY INSTRUCTION DUE TO SYSTEM MAINTENANCE OR BREAKDOWN / NON-AVAILABILITY OF THE CRYPTO.COM APP, NETWORK, DEFI PROTOCOL, SMART CONTRACT, OUR HARDWARE OR SOFTWARE OR THAT OF ANY THIRD PARTIES;
 - (D) USE OF YOUR ENABLED DEVICE AND THE CRYPTO.COM APP SERVICES BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORISED BY YOU;
 - (E) ANY THEFT OR LOSS OF YOUR ENABLED DEVICE;
 - (F) ANY UNAUTHORISED OR INELIGIBLE USE OF THE DeFi Yield SERVICE CONTRARY TO THESE TERMS;

(G) ANY PROTOCOL-WIDE MALFUNCTION OF A SUPPORTED BLOCKCHAIN, BUGS IN THIRD PARTY SERVICE PROVIDERS' SOFTWARE, MALFUNCTION OF OTHER VALIDATORS OR OPERATORS;

(H) UNAUTHORISED ACCESS, BREACH OF FIREWALLS OR HACKING BY THIRD PARTIES;

(I) FAILURE OF ANY DEFI PROTOCOL OR ACCESSIBLE NETWORK;

(iii) DUE TO COMPLIANCE WITH APPLICABLE LAWS AND/OR COURT ORDERS;

(iv) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOST DATA, OTHER INTANGIBLE LOSSES, PUNITIVE, EXEMPLARY, 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 OUR OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

(v) RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORISED ACCESS OR USE OF THE SERVICES, YOUR ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN.

6.3 IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH THE DEFI YIELD SERVICE EXCEED US \$100 PER CUSTOMER. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

6.4 SUBJECT TO APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY ACTIONS, CHANGES, DECISIONS OR FAULTS ON THE PART OF ANY THIRD-PARTY SERVICE PROVIDERS INSTRUCTED BY US, OR ANY PROTOCOLS IN CONNECTION WITH DEFI. THIS INCLUDES BUT IS NOT LIMITED TO CHANGES IN THE TERMS, SERVICES, POLICIES OR OPERATIONAL ACTIONS OF ANY THIRD-PARTY SERVICE PROVIDERS. 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 SUBCONTRACTOR OR OTHER THIRD PARTY SUCH THIRD-PARTY SERVICE PROVIDER MAY USE).

6.5 NOTHING IN THESE TERMS SHALL OPERATE TO LIMIT OR EXCLUDE ANY LIABILITY FOR FRAUD, GROSS NEGLIGENCE OR FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

6.6 THE PARTIES AGREE THAT ANY CLAIMS AGAINST THE OTHER UNDER THESE TERMS MAY ONLY BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. NO COURT OR ADJUDICATOR MAY CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ANY RELIEF AWARDED TO ANY USER OF THE DeFi Yield SERVICE CANNOT AND MAY NOT AFFECT ANY OTHER USERS.

7. INDEMNIFICATION

7.1 You agree to indemnify and hold Crypto.com and its Affiliates, and each of their officers, directors, agents, joint venture entities, employees and representatives, harmless from and against any claims, demands, damages, losses, liabilities, costs and expenses (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 Terms;
- (b) your use of the DeFi Yield Service; and
- (c) your violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party.

8. AMENDMENT AND VARIATION

8.1 We may amend or modify these Terms from time to time by posting the updated Terms on the App website or in accordance with the App T&Cs and such amendment or modification shall take effect immediately unless otherwise indicated. You should regularly check the Crypto.com App website to inform yourself of any such changes. Your continued use of the DeFi Yield Service constitutes your acceptance of the updated Terms. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using the Crypto.com App and/or the DeFi Yield Service immediately.

9. TRANSFER, ASSIGNMENT OR DELEGATION

9.1 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 DeFi Yield Service and/or DeFi. Any attempted transfer or assignment in violation hereof shall be null and void.

10. SEVERABILITY

10.1 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.

11. ENTIRE AGREEMENT

11.1 These Terms (together with the [Privacy Notice](#), Cookie Policy and relevant FAQs) 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 Terms you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms.

12. LANGUAGE

12.1 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 (except where expressly prohibited by law).

13. WAIVER

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

13.2 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.

14. NOTICES AND COMMUNICATIONS

14.1 By using the Crypto.com App DeFi Yield Service, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the Crypto.com App DeFi Yield Service 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.

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

15. THIRD PARTY RIGHTS

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

16. GOVERNING LAW AND DISPUTE RESOLUTION

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

16.2 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 law of this arbitration clause shall be Hong Kong Law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.