

CRYPTO.COM DEFI WALLET EXTERNAL REWARDS PROGRAM TERMS AND CONDITIONS

Last update: 20 February 2023

1. Introduction

Growth Labs, a company incorporated under the laws of Cayman Islands (together with its Affiliates, collectively referred to as “**Crypto.com**”) will provide the platform and smart contracts enabling third party protocols (as applicable for each particular Program, “Organiser”, and together with Crypto.com, the “Co-Organisers”) to conduct the External Rewards Program (each, the “**Program**”) substantially as described in these rules and any other rules, guidelines and notifications which we may communicate to you from time to time in respect of the Program (collectively, the “**Rules**”). By entering or participating, each participant (“**Participant**”) acknowledges and understands it shall comply with the Rules and the decisions of Crypto.com, which are final and binding in all respects. VOID WHERE PROHIBITED.

2. Definitions and Interpretation

Unless the contrary intention appears, the terms used in these Terms and Conditions have the meanings given to them in the Crypto.com DeFi Wallet Terms and Conditions.

“**Affiliate**” means a corporation directly or indirectly, controlling, controlled by or under direct or indirect common control with another corporation.

“**Quest(s)**” refer to activities, tasks, actions offered by Crypto.com in partnership with a third-party protocol that a Participant may undertake in order to be eligible for Rewards.

“**Reward(s)**” refers to rewards that the Participant may receive when the Participant completes the Quests in accordance with the Rules. Rewards are provided by the Organiser and this will be communicated to you in the Quests guidelines on the DeFi Wallet App.

Crypto.com reserves the right to amend, modify, replace, or remove the Quests and Rewards at its sole and absolute discretion.

3. Eligibility

- 3.1. Employees, officers and representatives, and the immediate family members of such employees, officers and representatives (i.e., parent, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Crypto.com or its affiliated companies, parent companies, subsidiaries, participating promotional partners, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfilment of the Program are not eligible.
- 3.2. Unless otherwise specified, the Program is open only to Participants who:
 - 3.2.1. are eighteen (18) years of age or older, or the minimum age required in their jurisdiction of residence to have the necessary legal capacity, right, power and authority to accept these terms of the Program;
 - 3.2.2. have a Crypto.com DeFi Wallet account that is not suspended, restricted, terminated or otherwise.

4. Promotion Period

- 4.1. The Program and its Quests may begin and end at the promotion periods specified by the Organiser on the DeFi Wallet App (the “**Promotion Period**”). Notwithstanding any such specification, Crypto.com may amend, suspend, end or declare any Program completed, in whole or in part, at any time for any reason. Additional terms may apply for each Program. These additional terms will be stated in the Quests page on the DeFi Wallet App.

5. Your Participation

- 5.1. Participants may only use their own DeFi Wallet account to participate in this Program.
- 5.2. The entry method for and participation in a Program will be as specified in the announcement within the DeFi Wallet App, and all entries must be received during the Promotion Period in order to be eligible for any Rewards.
- 5.3. Crypto.com reserves all rights to end the Program or amend the Rules, along with the Quests and Rewards at any time without prior notice.

Furthermore, by entering the Program, the Participant:

- 5.4. agrees that Participant shall provide complete and truthful information. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Rules may be disqualified from the Program at the Co-Organisers’ sole and absolute discretion.
- 5.5. agrees that one person is permitted only one (1) entry per Program and per Promotion Period, and any attempt by any person to enter a Program more than one (1) time by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Participant’s entries and that Participant may be disqualified.
- 5.6. agrees that the use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to submit entries will void all entries submitted by that person or that person’s agents.
- 5.7. understands it shall be bound by the Rules and by the interpretation of the Rules by Crypto.com and by the decisions of Crypto.com, which are final and binding in all respects;
- 5.8. understands its participation in the Program shall be conditioned on its compliance with any and all applicable federal, national, state, provincial and local laws, rules and regulations. Receiving the Rewards is contingent upon fulfilling all requirements set forth in the Rules.
- 5.9. understands it shall be bound by the Rules and by the interpretation of the Rules by Crypto.com and by the decisions of Crypto.com, which are final and binding in all respects; and
- 5.10. understands its participation in the Program shall be conditioned on its compliance with any and all applicable federal, national, state, provincial and local laws, rules and regulations. Receiving the Rewards is contingent upon fulfilling all requirements set forth in the Rules.
- 5.11. understands that Crypto.com and its affiliates are not liable nor are responsible for any trades and/or transactions made on the Organiser’s protocol(s), and (if applicable) that the Participant shall abide to any terms and conditions of such Organiser’s protocol in addition to the Rules herein.

6. Rewards and Redemption

- 6.1. **The Rewards and the number of recipients of Rewards for a Program will be as specified by the relevant Organiser.**

- 6.2. If for any reason Rewards are not redeemed before its expiration date, no substitution, transfer, assignment or cash equivalent of the Reward, or any portion thereof, is permitted by the Participant. Crypto.com and its affiliated entities shall have no responsibility or obligation to a Participant who is unable or unavailable to, or who does not for any reason, accept or utilize the Rewards.
- 6.3. If for any reason the Rewards, or any part of a Rewards, is unavailable or a Reward or related event is delayed, cancelled or postponed, or for any other reason, Crypto.com reserves the right to modify the Program in its sole discretion and award a substitute Reward, or portion of Reward, of comparable or greater value as set forth in the Rules. No substitution, transfer, assignment or cash equivalent of the Reward, or any portion thereof, is permitted by the Participant. Crypto.com and its affiliated entities shall have no responsibility or obligation to a Participant who is unable or unavailable to, or who does not for any reason, accept or utilize a Reward.
- 6.4. All costs and expenses not specifically listed above as part of the Reward are solely the Participant's responsibility.
- 6.5. The Rewards are provided on an "as is" basis. Participants acknowledge that Crypto.com and its affiliated entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Rewards, including any implied warranty of merchantability of fitness for a particular purpose. Any Rewards pictured in advertising and other Program materials are for illustrative purposes only.
- 6.6. The value of the Reward may be taxable to the Participant as income. All federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of the Reward not specifically provided for in the Rules are solely the Participant's responsibility (regardless of whether the Reward, in whole or in part, is used).

7. Liability Release and Indemnity

- 7.1. THE REWARDS ARE OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY CRYPTO.COM OR ANY AFFILIATED ENTITY, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL CRYPTO.COM OR ANY AFFILIATED ENTITY BE LIABLE TO THE PARTICIPANT FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN THE PROGRAM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CRYPTO.COM AND/OR OTHER AFFILIATED ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 7.2. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- 7.3. By entering the Program, the Participant agrees to indemnify, defend, and hold harmless, Crypto.com and its affiliated entities from any and all liability, for any claims, damages,

injuries or losses of any kind, and to release all rights to bring any claim, action or proceeding arising out of, in connection with, or relating to, (i) participation in the Program, (ii) without limitation, death, or property damage, arising directly or indirectly from the acceptance, possession, misuse or use of the Rewards, (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Program or acceptance and use of the Reward, and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Program, the Reward, or Crypto.com's advertising and marketing related to the Program, Participants, in all cases, including but not limited to: (a) unauthorized human intervention in the Program; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Program or the Quests; or (f) injury or damage to persons or property (including to any computer or mobile device systems resulting from participation in or accessing or downloading information in connection with the Program), which may be caused, directly or indirectly, in whole or in part, from the Participant's participation in the Program or receipt or use of any Reward. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Program, or the acceptance, receipt, or use of the Reward and/or any Reward component. Participant further agrees that in any cause of action, Crypto.com and/or its affiliated entities' liability will be limited to the value of the Reward, and in no event shall any affiliated entities be liable for attorney's fees.

7.4. Crypto.com reserves the right in its sole discretion to disqualify any Participant it suspects or finds (i) to have acted dishonestly, fraudulently or otherwise in bad faith in completion of the Quest(s); (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring Crypto.com or its affiliated entities into disgrace and/or disrepute; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Program; (v) used profanity, racial slurs, foul language or comments that may be deemed as an attack on Crypto.com, its affiliated entities or other persons; or (vi) to be acting in violation of the Rules.

7.5. ANY VIOLATION OF THE RULES BY A PARTICIPANT WILL RESULT IN SUCH PARTICIPANT'S DISQUALIFICATION AND ALL PRIVILEGES AS A PARTICIPANT WILL BE IMMEDIATELY TERMINATED.

8. General Terms

8.1. **Notwithstanding indicators and messages that suggest verification, Crypto.com does not make any representations or warranties about any third party content visible through the DeFi Wallet App, including the Organiser's smart contracts, protocols, dApps, tokens, websites or resources ("Organiser's Content") displayed or linked within the DeFi Wallet App, and Participant bears the responsibility for verifying the legitimacy, authenticity, quality, origin and legality of third party content, including Organiser's Content. We provide access only as a convenience and are not responsible for, nor do we control, recommend, approve or endorse such third party content, including the Organiser's Content, notwithstanding the availability of such content through the DeFi Wallet App.**

- 8.2. Crypto.com and/or its affiliated entities are not responsible if the Program cannot take place, or if the Rewards cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Crypto.com and/or their affiliated entities. If, for any reason the Program is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Crypto.com and/or their affiliated entities, which, in Crypto.com's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Program, Crypto.com reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Program or any part of the Program. If the Program or any part of the Program is terminated or modified prior to the closing of the Program Period or any of its iterations, notice will be posted on the DeFi Wallet App. Crypto.com reserves the right to modify and amend the Rules from time to time during the Program Period for clarification purposes.
- 8.3. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, CRYPTO.COM RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 8.4. The invalidity or unenforceability of any provision of the Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Crypto.com's failure to enforce any term of the Rules will not constitute a waiver of that term or any other provision of the Rules. The Participant agrees to waive any rights to claim ambiguity of the Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the Rules or any provision hereof. In the event there is a discrepancy or inconsistency between, on the one hand, disclosures or other statements contained in the privacy policy or terms of use on a website and/or the terms and conditions of various products, services and features which we offer (excluding the Program), and on the other hand, the Rules, the Rules shall prevail, govern and control and the discrepancy will be resolved in Crypto.com's sole and absolute discretion.
- 8.5. Nothing contained herein shall be construed to be financial advice. Staking and purchasing cryptocurrencies involves a high degree of risk and there is always the possibility of loss, including the loss of all staked digital assets. Please seek professional advice before making any financial, investment, or trading decisions.

9. Privacy

All information provided by the Participant and collected by Crypto.com in connection with Participant's participation will be subject to and will be treated in a manner consistent with Crypto.com's Privacy Notice available at: <https://crypto.com/en/privacy.html>. By participating in the Program, the Participant hereby agrees that Crypto.com may collect and use his or her personal information provided, and acknowledges that he or she has read and accepted the Crypto.com Privacy

Notice. Among other things, the information that the Participant provides may be used for sending the Participants company updates and announcements about Crypto.com and its products and/or services.

10. Binding Arbitration

Except where prohibited by law, Participant agrees that: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE PROGRAM OR ANY REWARD(S) AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) any dispute, controversy or claim arising out of or relating to the Program or any Reward awarded shall be resolved by binding arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules (the “**HKIAC Rules**”) then in effect; (3) any arbitration shall be heard by one arbitrator to be selected in accordance with the HKIAC Rules, in Hong Kong and the arbitration proceedings shall be conducted in English; (4) unless both Participant and Crypto.com agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of class or representative proceeding; (5) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (6) any award or judgment shall be subject to all limitations and releases set forth in the Rules and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorney’s fees or costs of bringing a claim, or any injunctive or other equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

11. Governing Law

All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules, or the rights and obligations of the Participant and Crypto.com in connection with the Program, shall be governed by, and construed in accordance with, the laws of Hong Kong without giving effect to any choice of law or conflict of laws rules.

12. Entire Agreement

These Rules, including, without limitation, these rules and the applicable Quest guidelines published within the DeFi Wallet App, constitute the entire agreement between Participant and the Co-Organisers.