CRYPTO.COM ONCHAIN TERMS AND CONDITIONS

Last update: 4 July 2025

1. **Introduction**

   1.1. Crypto.com Onchain ("**Onchain**") (described below) is provided to you by Onchain Wallet Limited (formerly known as Growth Labs), a company incorporated under the laws of Cayman Islands (together with its Affiliates, collectively referred to as "**Crypto.com**").

   1.2. These terms and conditions ("**Terms**" or "**T&Cs**") will apply to your use of Crypto.com Onchain. These Terms constitute a legal agreement between you and Crypto.com and govern your access to and use of Onchain.

   1.3. Certain services offered through Onchain may be governed by separate terms and conditions. You acknowledge and agree that by accessing and using such services, you agree to be bound by such separate terms and conditions.

   1.4. U.S. residents and nationals, events and occurrences in the U.S., and matters involving U.S. federal, state, or local law are subject to the terms and conditions set forth in Annex I and Annex II as set forth therein.

   1.5. Canadian residents and nationals, events and occurrences in Canada, and matters involving Canadian federal, provincial, or local law are subject to the terms and conditions set forth in Annex III as set forth therein.

2. **Definitions**

"**Accessible Blockchain Networks**" has the meaning given to it in Section 3.1.4;

"**Accessible Protocol**" means any software and/or code including but not limited to smart contracts, wallets, DeFi Protocols, DEX Aggregator Protocols (has the meaning given to it in Section 3.1.9) or any other such protocols built on an Accessible Blockchain Network through a service provider;

"**Accessible Protocol Terms**" has the meaning given to it given Section 13.5;

"**Affiliate**" means a corporation directly or indirectly, controlling, controlled by or under direct or indirect common control with another corporation;

"**Airdrop**" means a distributed or attempted distribution where an address that holds a Digital Asset receives or is allocated a certain amount of the same or another Digital Asset;

"**Applicable Law**" means any law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, 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 or other requirement or guideline issued by any governmental or regulatory authority;

"**Business Day(s)**" means any day except any Saturday, Sunday or public holiday which banking institutions are open for normal business activities in Hong Kong;

"**Crypto.com**" or "**Crypto.com Group**" means Onchain Wallet Limited and its Affiliates;

"**Crypto.com App**" means the Crypto.com wallet mobile application;

"**Crypto.com Onchain App**" means the Crypto.com Onchain mobile application;

"**Crypto.com Onchain Technology**" has the meaning given to it in Section 11;

"**Crypto.com Validator**" means the validator run and managed by Crypto.com through a third party service provider, responsible for validating transactions on Networks;

"**Dapp(s)**" has the meaning given to it in Section 3.1.10;

"**DeFi Protocol(s)**" means the decentralized finance project(s) made accessible with Onchain;

"**Onchain Account**" means the account you must register to use Crypto.com Onchain;

"**Digital Asset**" means any sort of cryptographic tokens, digital currencies, cryptocurrencies, non-fungible tokens or virtual currencies;

"**Fiat to Digital Asset Conversion**" has the meaning given to it in Section 3.1.3;

"**Force Majeure Event**" means an event or failure which is beyond our reasonable control including (a) Acts of God, nature, court or government; (b) failure or interruption in public or private telecommunication networks, Accessible Blockchain Networks, communication channels or information systems; (c) acts or omissions of acts of a party for whom we are not responsible; (d) delay, failure or interruption in, or unavailability of, third party services and sites; (e) strikes, lockouts, labour disputes, wars, terrorist acts and riots; (f) viruses, malware, other malicious computer codes or the hacking of any part of Crypto.com Onchain and related applications or software;

"**Fork**" has the meaning given to it in Section 15.1;

"**Forked Network**" has the meaning given to it in Section 15.1;

"**In-App Browser**" has the meaning given to it in Section 3.1.10;

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

"**Instructions**" means all information, instructions (including transfer of funds instructions), communications, orders or messages given to us by you via Crypto.com Onchain App;

"**Minting Service**" has the meaning given to it in Section 15.12;

"**Multiwallet**" means the feature in Crypto.com Onchain App that enables you to import your information relating to your existing third party non-custodial wallets to Crypto.com Onchain App allowing you to access them through Crypto.com Onchain App;

"**Network(s)**" means the decentralized network(s) of blockchains made accessible with Onchain;

"**New Forked Asset**" has the meaning given to it in Section 15.2;

"**NFT**" means non-fungible token;

"**NFT Content"** has the meaning given to it in Section 15.12;

"**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;

"**Prior Asset**" has the meaning given to it in Section 15.2;

"**Recovery Phrase**" means the locally encrypted private key randomly generated by Crypto.com DeFi App or by any third party non-custodial wallet application, which the user uses to import and recover his or her non-custodial wallet on a new device.

"**Relevant Materials**" has the meaning given to it in Section 12.2;

"**Restricted Locations**" means the countries or jurisdictions subject to prohibitions or restrictions on accessing or using Crypto.com Onchain;

"**Services**" has the meaning given to it in Section 3.1;

"**Site**" means the website at www.crypto.com;

"**Supported Cryptocurrency**" means all the cryptocurrencies listed on

Crypto.com Onchain App, which may be updated with or without notice at our sole discretion from time to time;

"**Supported NFTs**" means NFTs that are compatible with the ERC721 and ERC1155 token standard (which may be subject to change without notice at our sole discretion from time to time);

"**Taxes**" means any taxes, duties or fees that incurred, or required to be collected, paid or withheld for any reason in connection with your use of Crypto.com Onchain under any Applicable Law;

"**Test Coins**" means the experimental and valueless coins supported by Testnet of Crypto.com Onchain App;

"**Testnet"** means the feature in Crypto.com Onchain App that enables you to perform experimental transactions on the blockchain to test functions using certain Test Coins;

"**Unsupported Forked Network**" has the meaning given to it in Section 15.4;

"**we/us/our**" means Crypto.com; and

"**you/your**" means the user(s) of Crypto.com Onchain.

3. **Crypto.com Onchain**

   3.1. Crypto.com Onchain provides the following services (collectively, the "**Services**"):

   3.1.1. import and recover one or multiple existing third party non-custodial wallet you own to Crypto.com Onchain which you may access the Digital Assets stored therein through the Multiwallet function;

3.1.2. create a new Crypto.com Onchain wallet, generate your wallet addresses and Recovery Phrase that you may use to import and recover your Onchain wallet on a new device;

3.1.3. Convert a fiat currency into any type of Digital Asset to be held in Crypto.com Onchain ("**Fiat to Digital Asset Conversion**");

3.1.4. enable you to authorize transfer of Supported Cryptocurrencies with the passcode, biometrics or two-factor authentication (collectively "**Codes**") you set, facilitate the submission of Supported Cryptocurrencies transaction data to the relevant blockchain networks ("**Accessible Blockchain Networks**");

3.1.5. enable you to perform experimental transactions to test functions using certain Test Coins on certain Accessible Blockchain Networks for Testnet on Crypto.com Onchain App;

3.1.6. enable you to use protocols which allows you to earn Supported Cryptocurrencies from staked Supported Cryptocurrencies with validators integrated with Crypto.com Onchain including, the Crypto.com Validator;

3.1.7. enable you to store, share, receive and transfer Supported NFTs;

3.1.8. enable you to create and mint your own NFT;

3.1.9. enable you to use various decentralized exchange aggregators, which is a platform built on an Accessible Blockchain Network that allows you to stake and swap Supported Cryptocurrencies ("**DEX Aggregator Protocol**"); and

3.1.10. enable you to access an in-app browser in the Crypto.com Onchain App ("**In-App Browser**") and link to decentralized applications and decentralized exchanges ("**Dapp(s)**").

4. **Onboarding**

4.1. By signing up for the use of Crypto.com Onchain, you represent and warrant that:

4.1.1. you are at least eighteen (18) years of age or the minimum age required in your jurisdiction of residence to have the necessary legal capacity, right, power and authority to accept these Terms;

4.1.2. you have the full right, power, and authority to agree to these Terms;

4.1.3. you are not resident or a Tax resident of, and do not otherwise have any relevant connection with, any Restricted Locations;

4.1.4. you are not a resident or Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which entry into or performing your obligations

under these Terms is unlawful or restricted in any way or requires licensing, registration or approval of any kind;

4.1.5. you are not impersonating any other person, operating under an alias or otherwise concealing your identity; you are not located in, under the control of, or a national, citizen or resident of any Restricted Locations;

4.1.6. you are not on any of the sanctions lists published and maintained by the United Nations, European Union, any EU country, UK Treasury or US Office of Foreign Assets Control (OFAC);

4.1.7. you will not use Crypto.com Onchain if any applicable laws in your country prohibit you from doing so in accordance with these Terms or if we make it clear to you in our Terms or disclaimers that certain features, services, and/or Accessible Protocols are not available in your jurisdiction; and

4.1.8. you are compliant with all Applicable Law requirements to which you are subject, including without limitation, all tax laws and regulations, exchange control requirements and registration requirements.

We are entitled, in our sole discretion, to refuse your application without providing any reason or explanation.

5. Your Information

5.1. You agree to, at all times, cooperate with all requests made by us or any of our third-party service providers on our behalf in connection with your use of Crypto.com Onchain. We may require additional information or documents from you, which may include, but without limitation, identity or address proof, your tax identification number, or government-issued identification.

5.2. 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 and continue to be 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 which such revised and updated information without delay. Failure to provide up to date information may result in your inability to or adversely affect your use of Crypto.com Onchain. You undertake to indemnify us, our Affiliates and any third-party service providers for any and all losses and damage incurred as a result of your failure to provide complete, accurate and up to date information at any point during your use of Crypto.com Onchain.

6. Fees

We may charge fees for some or part of the Services. Such fees may be subject to change at our sole discretion. The fees are disclosed at the time you access the Service and/or are available on the Site.

You may incur charges from relevant parties for use of Accessible Protocols and/or Relevant Materials, such as but not limited to the Dapps, you may access through Crypto.com Onchain. Such fees are not charged by Crypto.com.

7. Limitation of Services/Termination/Account Closure

7.1. To the extent permitted by Applicable Law, Crypto.com reserves the right at any time and without liability to, terminate, suspend or limit your use or any functionality of Crypto.com Onchain or your Crypto.com Onchain Account, under the following circumstances:

7.1.1. in the event of any breach by you of these Terms and any other terms and conditions referred to in these Terms;

7.1.2. for the purposes of complying with Applicable Laws or the prevention of criminal activities;

7.1.3. where Crypto.com suspects that you conduct any fraudulent or unlawful activities (including but not limited to money laundering, terrorism financing and fraudulent activities);

7.1.4. it transpires that you have provided false, inaccurate, incomplete or misleading information; you fail to provide the required information for the ongoing due diligence process; or

7.1.5. to remedy the effects of any defect in or compromise to any information system upon which Crypto.com Onchain relies on.

If you wish to suspend or terminate your access to and use of Crypto.com Onchain wallet or account, you may simply uninstall the Crypto.com Onchain App from your device. If you wish to disconnect Crypto.com Onchain wallet from the Crypto.com Wallet App, you may simply do so through the functionality in either the Crypto.com App or through Crypto.com Onchain. Any suspension or termination of this Agreement shall not affect any rights and obligations accrued prior to such suspension or termination.

8. Security

8.1. You are solely responsible and liable for keeping your Crypto.com Onchain Account safe (including details relating to your private keys, Codes, Onchain wallet address and Recovery Phrase) to avoid loss of access to and/or control over your Onchain Account. We will not be liable to you for any loss of access to your Onchain Account should you lose your private keys, Codes, Onchain address and Recovery Phrase. You are advised to maintain adequate security, measure and control of your Codes, Onchain wallet address, Recovery Phrase and access to and use of your Onchain Account. We will not be liable to you for any losses or damage resulting from any unauthorised access, tamper or use of your Onchain Account.

8.2. Crypto.com stores your Onchain wallet address but does not receive or store your Codes or Recovery Phrase. We therefore, cannot assist with your Onchain Account details retrieval.

Neither can we provide a replacement of your private keys, Onchain wallet address, Codes or Recovery Phrase. Furthermore, in the unfortunate event of your passing, if your legal administrator, successor or heir does not have your Codes or Recovery Phrase or access to your Onchain wallet, we are unable to grant such persons access to your Onchain wallet. In such case, your Onchain Account and the Supported Cryptocurrency Stored will become permanently inaccessible.

8.3. FAILURE TO KEEP YOUR ONCHAIN ACCOUNT SAFE OR FAILURE TO REMEMBER YOUR ONCHAIN ACCOUNT DETAILS MAY RESULT IN YOUR CRYPTO.COM ONCHAIN ACCOUNT BECOMING PERMANENTLY INACCESSIBLE OR THE PERMANENT LOSS OF THE SUPPORTED CRYPTOCURRENCY STORED IN YOUR CRYPTO.COM ONCHAIN ACCOUNT.

You shall immediately notify us of any unauthorized use of your Codes, Onchain wallet address, Recovery Phrase, Onchain Account, or any other breach of security by emailing us at contact@crypto.com.

9. Data Protection

By using Crypto.com Onchain, you confirm that you have read and accepted our Privacy Notice and understand how we collect, use, disclose and share amongst ourselves your Personal Data and disclose such Personal Data to our authorised service providers and relevant third parties. For full and comprehensive information about when and why we collect personal information about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Notice, which is accessible at https://crypto.com/privacy/ncw.

10. Electronic Communications

10.1. You shall accept full responsibility for the security and authenticity of all Instructions and you shall be bound by all such Instructions. We shall be entitled to assume that all Instructions received from the email you provide, or your Crypto.com Onchain Account are yours. We shall be under no obligation whatsoever to verify that such communications are in fact yours.

10.2. You are aware that Instructions and information transmitted via Crypto.com Onchain 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.

10.3. You acknowledge and agree that in the event of any dispute arising in connection with your use of Crypto.com Onchain, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of Crypto.com Onchain 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.

11. Ownership and Use of the Crypto.com Onchain Technology

Crypto.com owns all rights, title and interest in Crypto.com Onchain and our proprietary technology, including our software (in source and object forms), algorithms, user interface designs, architecture, and documentation (both printed and electronic), network designs, know-how, and trade secrets, and including any modifications, improvements, and derivative work thereof (the "**Crypto.com Onchain Technology**"). When you accept these Terms, we grant you a personal, non-exclusive, limited, revocable and non-transferable license to use the Crypto.com Onchain Technology without the right to sublicense. You may only use Crypto.com Onchain in a manner consistent with these Terms, and you shall not interfere with, disrupt, or cause damage to any other users of Crypto.com Onchain, produce any derivative work based on the Crypto.com Onchain Technology, nor shall you translate, reverse engineer, decompile or disassemble the Crypto.com Onchain Technology.

12. Accessible Services and Contents

12.1. Any transactions in relation to the Supported Cryptocurrencies must be confirmed and recorded on the relevant Accessible Blockchain Networks. Where such Accessible Blockchain Networks are decentralized, peer-to-peer networks and supported by independent third parties, which Crypto.com does not own, operate or has control over, we cannot and do not (a) ensure that the Instruction that you submit via Crypto.com Onchain to the Third-Party Blockchain Networks will be confirmed or processed; or (b) assist you to cancel or modify your Instructions once the Instructions have been submitted via Crypto.com Onchain to the Third-Party Blockchain Networks.

12.2. Crypto.com Onchain may include description, advertisements, or reference to a third party's website, product, or services, including Accessible Blockchain Networks ("**Relevant Materials**"). Acceptance of advertising of any Dapp is determined by Crypto.com at its sole discretion. When using a Dapp or other Relevant Materials through the In-App Browser, you understand that you are interacting with Relevant Materials. We do not have control over the Relevant Materials, do not warrant, sponsor, promote, or endorse, and are not responsible for the accuracy, availability or legitimacy of the content, products, or services on or accessible from, those Relevant Materials (including any related websites, resources or links displayed therein). Crypto.com retains the right to remove any advertisements of any Dapps in the Crypto.com Onchain App at its sole discretion and bears no liability for the removal of such advertisements. You acknowledge sole responsibility for and assume all risk arising from your use of any Relevant Materials. Crypto.com is not liable for any claim, damages or other liability, whether in contract, tort or under any other theory of liability, arising from, out of or in connection with the Relevant Materials.

12.3. You acknowledge and agree that the third-party non-custodial wallets you may import to Crypto.com Onchain through the Multiwallet feature remain governed by the terms and conditions of such third-party non-custodial wallet providers. As such, you acknowledge and agree we shall have no responsibility for any Instruction given outside your Crypto.com Onchain wallet relating to any third-party non-custodial wallet that you have imported to your Crypto.com Onchain wallet through Multiwallet. We shall not have any obligation to

you regarding any issue or dispute you may have in relation to such third-party non-custodial wallets. The DeFi Protocols used to place Digital Assets are protocols hosted on Accessible Blockchain Networks. You therefore acknowledge and agree that we are not acting as the custodian of any Digital Assets placed towards the DeFi Protocols.

13. Accessible Protocols

13.1. Crypto.com Onchain and its relevant interfaces may contain references or links to Accessible Protocols along with resources, including (but not limited to) information, materials, products, or services that we do not own or control.

13.2. Where such Accessible Protocols are built and offered by a third party made available in Crypto.com Onchain, such Accessible Protocols are offered on a voluntary, "as-is" and "as available" basis and Crypto.com is not involved in any transactions, whether as an intermediary, counterparty, advisor or otherwise. You acknowledge and agree that such Accessible Protocols are intended as a technological tool that may be used as part of your own self-directed virtual asset transaction workflows. Crypto.com is not involved in any transactions, whether as an intermediary, counterparty, advisor or otherwise.

13.3. Accessible Protocols, along with their features, are not a service of any kind and you should not rely on Crypto.com to assist you to evaluate the Accessible Protocol, assess its fitness for any purpose or comply with any requirements. You assume all risk arising from interactions with the Accessible Protocol. Crypto.com is not liable for any claim, damages or other liability, whether in contract, tort or under any other theory of liability, arising from, out of or in connection with the Accessible Protocol.

13.4. Without limitation, you are solely responsible for identifying and complying with applicable legal and regulatory requirements in connection with the use of the Accessible Protocol, including with respect to any transactions. Any parameters set by Crypto.com are for its own purposes and should not be taken to infer any responsibility of Crypto.com for your activities.

13.5. The use of such Accessible Protocols may be subject to terms and conditions imposed by the Accessible Protocols ("**Accessible Protocol Terms**"), and such Accessible Protocol Terms may include terms regarding your eligibility to interact with the DeFi Protocols and whether you may be prohibited from interacting with the DeFi Protocols. It is your responsibility to understand the Accessible Protocol Terms and whether you are eligible or prohibited from interacting with the DeFi Protocol.

13.6. Accessible Protocols may not be always available. You may also interact with various Accessible Protocols without going through Crypto.com Onchain. You acknowledge and agree that Crypto.com is not responsible for ensuring the availability or operation of any Accessible Protocol. The Accessible Protocol may be interrupted, suspended or restricted, including because of a fault, defect, hack, attack, exploit, error or unforeseen circumstances, at any time.

13.7. Crypto.com is not required to give any reasons or notice before exercising any discretion that it may have in respect of any Accessible Protocol, whether under these Terms or otherwise.

13.8. Fees and charges may apply in connection with interacting with any Accessible Protocol through Crypto.com Onchain. You are responsible for identifying and satisfying all such fees and charges.

13.9. Before interacting with any Accessible Protocol, you must conduct your own due diligence and ensure you comply with all applicable legal and regulatory requirements, including with respect to virtual assets, taxes, securities and other regulations in your jurisdiction.

13.10. Crypto.com may update any Accessible Protocol features of Crypto.com Onchain at any time and may change access to it at any time. Crypto.com has no obligation to notify you of any changes or updates.

13.11. Crypto.com makes no representations, warranties, guarantees or undertakings in respect of any Accessible Protocols, whether express or implied by operation of law.

13.12. Crypto.com has sole and absolute discretion to determine access to various Accessible Protocols. By using Crypto.com Onchain and/or Accessible Protocols, you confirm and agree that you are not:

13.12.1. A person for whom interacting with any of the Accessible Protocols would contravene any applicable law or regulatory requirements;

13.12.2. A person that is subject to any sanctions, embargoes or other restrictive measures imposed by:

(a) The United Nations Security Council; or
(b) Any government authority in any jurisdictions in which Crypto.com Onchain, and/or Accessible Protocols are offered in;

13.12.3. A person that resides in any of the prohibited jurisdictions, which can be found here: https://help.crypto.com/en/articles/5652218-defi-wallet-geo-restrictions; or

13.12.4. A person that interacts with an Accessible Protocol from blacklist virtual assets wallet addresses.

13.13. Nothing in these Terms or through any Accessible Protocol is a prospectus nor a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Crypto.com makes no representation regarding the regulatory or legal status of any Digital Asset, regardless of whether such Digital Asset is compatible or incompatible with any Accessible Protocols. Crypto.com will not make any attempt to register any Accessible Protocol under any legal or regulatory regime, nor is Crypto.com aware of any review of any Accessible Protocol by any regulatory authority in any jurisdiction. Under no circumstances do these Terms or any other material relating to the Accessible Protocol constitute a recommendation or advice of any kind.

13.14. The use of such Accessible Protocols may involve significant risks which are outside Crypto.com's control. You must consider carefully all applicable risks, and determine whether they are acceptable to you. Without limitation these risks include the following:

13.14.1. Partial or total loss of Digital Assets, or of any value attributed to Digital Assets;

13.14.2. Collapse in liquidity with respect to a Digital Asset;

13.14.3. Changes in the compatibility of a Digital Assets with the Accessible Protocol;

13.14.4. Changes in these Terms and/or Accessible Protocol Terms;

13.14.5. Regulatory uncertainty with respect to Digital Assets, and government action against Digital Assets and persons involved in Digital Assets activities;

13.14.6. Extreme fluctuations in prevailing fees and uncertainty with respect to other transaction parameters;

13.14.7. Various forms of misconduct, including: i. market manipulation; ii. trading Digital Assets on the basis of non-public information; and iii. front running;

13.14.8. Failure of Digital Assets transactions to be confirmed in a timely manner, or at all;

13.14.9. Counterparty risk;

13.14.10. Faults, defects, hacks, exploits, errors or unforeseen circumstances occurring in respect of the DeFi Protocols or the technologies on which the Accessible Protocols depends;

13.14.11. Failure or non-availability of the Accessible Protocols or technologies on which the DeFi Protocols depends, including the Internet, and technological advancement rendering certain technologies obsolete; and/or

13.14.12. Attacks on the Accessible Protocols or technologies on which the Accessible Protocols depends, including: i. distributed denial of service; ii. sybil attacks; iii. phishing; iv. social engineering; v. hacking; vi. smurfing; vii. malware; viii. double spending; ix. majority-mining, consensus-based or other mining attacks; x. misinformation campaigns; xi. forks; and xii. Spoofing.

13.15. Crypto.com has sole and absolute discretion to determine the Supported Cryptocurrencies compatible with the Accessible Protocol that users may use on Crypto.com Onchain. Any such determination by Crypto.com does not constitute an endorsement or recommendation in respect of any Supported Cryptocurrencies.

14. **Fiat to Digital Asset Conversions**

14.1. The Crypto.com Onchain App gives you interactive access to request a Fiat to Digital Asset Conversion. When effecting such a conversion, a third party will convert your chosen amount of fiat currency into the applicable Digital Asset and credit it to your Crypto.com Onchain wallet. Depending on the payment method you select to request a Fiat to Digital Asset Conversion, you will purchase such Digital Asset from a third-party service provider or from the Crypto.com Group (collectively, "**Digital Asset Provider**"). In no circumstances shall Crypto.com Onchain sell and/or convert Digital Assets directly to and/or for you.

14.2. Crypto.com Onchain has no access to the Digital Assets which you have purchased and/or converted from Digital Asset Providers. You acknowledge and agree that the services provided by Digital Asset Providers to carry out a Fiat to Digital Asset Conversion is separately governed by the terms and conditions imposed by the relevant Digital Asset Providers. Crypto.com Onchain is not responsible for any exchange rates offered by the relevant Digital Asset Provider.

14.3. Crypto.com Onchain is not responsible for the execution of any Fiat to Digital Asset Conversions and shall not be liable for any incomplete or 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 the applicable Digital Asset Provider.

14.4. You shall be responsible for any fees charged by the Digital Asset Provider, your bank or credit card issuer(s) (including but not limited to any international transaction fees, cash advance fees and transfer to overseas service charges) relating to the purchase of Digital Assets with your credit or debit card. Some banks or credit card issuers may treat the purchasing of Digital Assets with credit card as cash advance which may incur a high fee or interest rate. If you are in doubt, please check with your bank or credit card issuer prior to the purchasing of any Digital Assets.

14.5. We reserve the right to cease part of or all Fiat to Digital Asset Conversion functionality enabled in the Crypto.com Onchain App at our sole discretion without giving notice to you.

15. **Other Provisions applicable to our Services**

Forks

15.1. You agree and understand that the underlying protocols of the Networks are subject to changes (each a "**Fork**") which are exogenous to Crypto.com and may result in more than one version of such network (each a "**Forked Network**"). You further agree and understand that Forks may materially affect the value, function, and/or name, and may result in loss of control or ownership, of the Digital Assets you hold on Crypto.com Onchain.

15.2. If a Fork occurs, it may result in the creation of a new Digital Asset (the "**New Forked Asset**") related to an existing Digital Asset (the "**Prior Asset**"). You further understand, acknowledge, and agree that each Fork may materially affect the value, function, and/or name, and may result in loss of control or ownership, of the Prior Asset that is held in your Crypto.com Onchain Account, and that the New Forked Asset may have minimal or no value.

15.3. You further understand, acknowledge and agree that the underlying protocol(s) of a Network(s) has sole discretion on whether to support a Forked Network(s) and the New Forked Asset. The underlying protocol(s) of a Network(s) and/or the Forked Network(s) have sole discretion as to who should have ownership or receive New Forked Assets and/or other benefits (if any). This could occur with potentially little or no warning and it is your responsibility to understand the implications of such Forks.

15.4. In the event that Crypto.com decides not to support any such Forked Network ("**Unsupported Forked Network**"), the Digital Assets offered by such Unsupported Forked Networks will not be made available to you on Crypto.com Onchain.

15.5. Upon becoming aware of a Fork, and to the extent that we have any rights or are able to take any action, in the event of a Fork, Crypto.com may, in our sole discretion, temporarily suspend or amend any Services for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. We may also determine, in our sole discretion, whether to support the Forked Network(s).

15.6. You understand, acknowledge, and agree that you have no right, claim or privilege in, or with respect to, any New Forked Asset. If we do not support a New Forked Asset, you may not be able to withdraw the New Forked Asset promptly or at all; you may not be able to interact with the New Forked Asset on Crypto.com Onchain or otherwise on our platform; and you may lose any value associated with such New Forked Asset.

15.7. Completion of transactions that you initiate through Crypto.com Onchain depends on the availability and operation of the relevant Accessible Blockchain Network you interact with using Crypto.com Onchain. Forks may cause transactions that you initiate through Crypto.com Onchain to fail. You acknowledge the risks presented by Forks and hereby accept that we have no responsibility for any losses or damage arising as a result of any Forks and/or Unsupported Forked Network.

15.8. WE HAVE NO CONTROL OVER, NOR DO WE HAVE THE ABILITY TO INFLUENCE, THE CREATION OR IMPLEMENTATION OF A FORK OR OF THE NEW FORKED ASSET. WE CAN PROVIDE NO ASSURANCES ABOUT THE SECURITY, FUNCTIONALITY OR SUPPLY OF ANY DIGITAL ASSET, INCLUDING BOTH THE NEW FORKED ASSET AND THE PRIOR ASSET. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE ASSUME NO LIABILITY RELATING TO ANY CHANGE IN THE VALUE OF ANY DIGITAL ASSET (WHETHER OR NOT RESULTING FROM A FORK). YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT A FORK COULD CONSTITUTE A FORCE MAJEURE EVENT BEYOND OUR REASONABLE CONTROL, WHICH COULD AFFECT THE VALUE OF YOUR DIGITAL ASSETS, AND THAT CRYPTO.COM DOES NOT ASSUME ANY LIABILITY FOR LOSSES RESULTING FROM SUCH EVENTS.

Airdrops

15.9. In the event of an Airdrop, Crypto.com may temporarily suspend any Crypto.com Onchain Services or any Digital Assets for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. This could occur with potentially little or no warning and your ability to use the Services or Digital Assets may be limited and subject to the Airdrop.

15.10. You further understand, acknowledge and agree that the underlying protocol(s) of the Network(s) has sole discretion regarding the terms of the Airdrop, including but not limited to who should have ownership or receive the Airdrop. This could occur with potentially little or no warning and it is your responsibility to understand the implications of such Airdrops. Whether you are entitled to an Airdrop is solely in the discretion of the underlying protocol(s) of the relevant Network(s). However, in respect of an Airdrop on any networks not made available to you on Crypto.com Onchain, including but not limited to Unsupported Forked Networks, the Digital Assets and/or benefits in relation to an Airdrop will not be made available to you on Crypto.com Onchain unless and until we decide to support such Network(s).

15.11. You further agree that any Digital Assets and/or benefits in relation to an Airdrop does not create or represent any relationship between us and the sender and/or the related Digital Asset network, and that we are not subject to any obligations whatsoever as they relate to the sender and/or the related Network(s). We will not be liable to you in respect of any loss or damage arising as a result of any Airdrops on any unsupported Network(s) on Crypto.com Onchain.

Crypto.com Onchain Minting Service

15.12. Crypto.com Onchain allows you to create your own NFT. You warrant and guarantee that you are the rightful owner of the intellectual property rights, including without limitation, any copyright, patent or trademark, to the image, sound, video, or any part thereof (the "**NFT Content**") you upload to Crypto.com Onchain for minting as a NFT (the "**Minting Service**"). You agree that you shall not upload or otherwise distribute any NFT Content created or owned by others or which is otherwise subject to any copyright or other intellectual proprietary rights of any third party (as determined by Crypto.com in its' sole and absolute discretion) on the Minting Service. You further agree to have read and understood the Minting Service Guidelines.

15.13. Any breach of the foregoing shall constitute, without limitation, a fraudulent or unlawful act under these Terms and may lead to the suspension of the Minting Service, the display or use of the NFT on your Onchain Account, or if appropriate, the termination, suspension or limitation of your use of the Onchain wallet or your Onchain Account.

15.14. In using the Minting Service, you agree to indemnify and hold harmless Crypto.com and its Affiliates, and each of their officers, directors, agents, joint venture entities, employees and representatives from and against any and all liability, claims, costs and expenses (including, without limitation, legal fees and expenses), brought by any third party alleging, arising, related or resulting from: (i) your use (or use by any third party using your account) of the Minting Service; (ii) your breach of any of these Terms, (iii) your violation of any applicable law, rule or regulation, or the rights (proprietary or otherwise) or any third party.

Staking on Onchain

15.15. Crypto.com Onchain allows you to access and usecertain third party validators and/or Accessible Protocols to stake certain Digital Assets through staking services ("**Staking Service**"). If you access or use the Staking Service, you understand that a third party may stake certain Digital Assets on your behalf ("**Staked Digital Assets**"), acting as a transaction validator on the applicable Accessible Blockchain Network.

15.16. You acknowledge and agree that Crypto.com is not responsible for:
15.16.1. Your use of the Staking Service and shall have no liability whatsoever in connection with your use of the Staking Service;
15.16.2. Ensuring staking through the Staking Service will occur on a continuous basis; and
15.16.3. Ensuring any particular Digital Asset will be staked or will continue to be staked.

15.17. You further acknowledge and agree that:
15.17.1. Crypto.com has no discretion or control with respect to the amount of rewards granted and/or distributed by the Accessible Protocols and/or Accessible Blockchain Networks as part of the Staking Services ("**Staking Rewards**");
15.17.2. Crypto.com has no discretion or control with respect to the payout and/or distribution schedules of any Staking Rewards (which may or may not be subject to certain bonding and unbonding periods) as set by the Accessible Protocols and/or Accessible Blockchain Networks;
15.17.3. at no point does Crypto.com take custody of any Staking Rewards and that you are solely responsible and in control of your private keys at all times.

16. Storing, Sharing Receiving and Transferring Supported NFTs

Crypto.com Onchain enables you to store, share, receive and transfer Supported NFTs.

16.1. Your Supported NFTs may be subject to terms and conditions imposed by third parties (for example the NFT marketplace or platform on which you purchased your Supported NFT) which may govern, without limitation, your use, storage and transfer of your Supported NFTs. It is your responsibility to understand such third party terms and conditions and whether your use, sharing, storage and transfer of your Supported NFTs complies with such third party terms and conditions.

16.2. You represent and warrant that you have the necessary rights to use, store, share, display, receive and transfer your Supported NFTs and such use, storage, sharing, displaying, receiving, and transferring of your Supported NFTs will not infringe on the rights of any third party or breach any applicable laws.

16.3. When sharing the image of your Supported NFT on third party social media platforms, you are responsible for ensuring your compliance with the terms and conditions of such third party social media platforms. You agree and acknowledge that when sharing the image of your Supported NFT on such third party social media platforms, you are doing so for your personal use only and not for any commercial use.

16.4. When transferring your Supported NFT from Crypto.com Onchain, you are responsible for checking and confirming that the recipient wallet address supports the storage of NFTs, is a valid address compatible with the ERC721 or ERC1155 token standard, or with the Crypto.org Chain NFT token standard, and is the correct recipient wallet address. Crypto.com is not liable for any losses of your Supported NFT and will not assist in retrieving such lost Supported NFT if you fail to do so.

17. General Disclaimer

You acknowledge and agree that by confirming the sending of your Supported Cryptocurrency or Supported NFT, you have checked and confirm that the recipient wallet address supports the type of cryptocurrency or token you are sending, is compatible with the token standard of the cryptocurrency or token you are sending, is a valid address, and is the correct recipient address. Crypto.com is not liable for any losses of your Supported Cryptocurrency or Supported NFT and will not assist in retrieving such lost Supported Cryptocurrency or Supported NFT if you fail to do so.

18. Warranty Disclaimers

CRYPTO.COM ONCHAIN AND RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY AND ALL INFORMATION PROVIDED, INCLUDING BUT NOT LIMITED TO PUSH NOTIFICATIONS, USER INSTRUCTIONS, FAQS, SHALL NOT BE CONSIDERED AS FINANCIAL, TAX, INVESTMENT OR ANY OTHER PROFESSIONAL ADVICE. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATING TO CRYPTO.COM ONCHAIN AND UNDERLYING SOFTWARE OR ANY CONTENT ON THE SERVICES, WHETHER PROVIDED OR OWNED BY US OR BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, STABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM VIRUS AND ERROR. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE CONTENT ACCESSIBLE VIA CRYPTO.COM ONCHAIN IS ACCURATE, COMPLETE, RELIABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE RESULTS OF USING THE SERVICES WILL MEET YOUR PURPOSE OR REQUIREMENTS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF CRYPTO.COM ONCHAIN AND RELATED SERVICES (INCLUDING ANY SEED PHRASE STORAGE SERVICE, WHETHER CLOUD OR HARDWARE BASED) ARE AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFECT IS WITH YOU.

USE OF ANY SEED PHRASE STORAGE SERVICE INCLUDED AS PART OF THE SERVICES IS OFFERED TO YOU AS A CONVENIENCE AND YOU EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT THESE SEED PHRASE STORAGE SERVICES ARE OFFERED BY THIRD PARTIES. YOU ARE SOLELY IN CONTROL OF AND RESPONSIBLE FOR STORING AND SECURING YOUR PRIVATE KEY AND SEED PHRASE FOR THE ONCHAIN WALLET. CRYPTO.COM DOES NOT STORE A BACKUP OF AND WILL NOT BE ABLE TO RECOVER YOUR PRIVATE KEY OR SEED PHRASE. YOU SHOULD ALWAYS BACKUP YOUR CRYPTO.COM ONCHAIN WALLET PRIVATE KEY AND SEED PHRASE VIA SECONDAY MEANS.

19. Limitation of Liability

19.1. OUR LIABILITY IN RESPECT OF REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED IS LIMITED TO THE RE-SUPPLYING, REPLACING OR REPAIRING OF CRYPTO.COM ONCHAIN.

19.2. 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 FOR ANY LOSSES OR DAMAGE OR CLAIMS:

19.2.1. 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, 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 CRYPTO.COM ONCHAIN; (B) ANY REFUSAL TO PROCESS, OR AUTHORISE, OR ANY REVERSAL OF YOUR INSTRUCTIONS FOR ANY REASON; (C) THE DELAY OR INABILITY TO PROCESS OR COMPLETE YOUR INSTRUCTION DUE TO SYSTEM MAINTENANCE, BREAKDOWN, NON-AVAILABILITY OR INTERRUPTION OF CRYPTO.COM ONCHAIN, THIRD-PARTY BLOCKCHAIN NETWORKS, OUR HARDWARE OR SOFTWARE OR THAT OF ANY THIRD PARTIES; (D) ANY USE OF YOUR CODES, ONCHAIN WALLET ACCOUNT(S), ONCHAIN WALLET ADDRESS AND/OR RECOVERY PHRASE BY ANY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORIZED BY YOU; (III) CAUSED BY US DUE TO OUR COMPLIANCE WITH APPLICABLE LAWS AND/OR COURT ORDERS; AND (IV) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS FOR LOSS OF FUNDS, 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 WE OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.2.2. IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF CRYPTO.COM ONCHAIN, WHETHER ARISING OUT OF OR IN CONNECTION WITH BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE GREATER OF: THE FEES EARNED BY US IN CONNECTION WITH YOUR USE OF CRYPTO.COM ONCHAIN DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY OR USD100.00. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

19.2.3. 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).

19.2.4. 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 you cannot and may not affect any other users.

20. Indemnification

You agree to indemnify and hold harmless Crypto.com, their affiliates and third-party service providers, and each of their officers, directors, agents, joint venture entities, employees and representatives, from and against any and all claims, liability, costs, demands and expenses (including, without limitation, legal 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 wrongful or improper use of Crypto.com Onchain; (c) any third party's access or use of your Onchain Account, Codes, Recovery Phrase, Onchain wallet address information; or (d) your violation of any applicable law, rule, regulation, or the rights (proprietary or otherwise) of any third party.

21. Taxes

It is your sole responsibility to determine whether, and to what extent, any Taxes apply to your use of Crypto.com Onchain, and to withhold, collect, report and remit the correct amounts of such Taxes to the appropriate tax authorities. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

22. Amendment and Variation

These Terms may from time to time be updated or amended, and we will post any such updates on the Site. Such updated Terms as posted will take effect immediately unless otherwise indicated. You should regularly check the Site to inform yourself of any such changes. In addition, we may at any time change, add or remove any feature or functionality of Crypto.com Onchain without prior notice. By continuing to use Crypto.com Onchain 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 Crypto.com Onchain App. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using Crypto.com Onchain immediately and inform us via email at contact@crypto.com.

23. Transfer, Assignment or Delegation

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 Crypto.com Onchain. Any attempted transfer or assignment in violation hereof shall be null and void.

24. 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.

25. Entire Agreement/Translation

25.1. These Terms, together with all exhibits, annexes, and schedules attached hereto, 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. 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.

25.2. 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.

25.3. For your convenience, you may choose to view Crypto.com Onchain Wallet in your local language. For the avoidance of doubt, these translations are supplied for users' convenience only. Crypto.com does not guarantee the accuracy of these translations. In the event of dispute, the English language version of all disclaimers, communications or terms shall prevail.

26. Waiver

These Terms shall not be waived in whole or in part except where agreed by all parties in writing. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. 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.

27. Notices and Communications

By using Crypto.com Onchain, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of Crypto.com Onchain electronically: (a) via email (in each case to the address 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.

28. Customer Feedback, Queries and Complaints

If you have any feedback, questions, complaints relating to our Services or wish to unsubscribe from receiving any marketing material, please submit the same to us by completing the online survey at

https://crypto-com.typeform.com/to/zSRpJb. You may also access the online survey through the 'Give Feedback' function in the Crypto.com Onchain App. Whilst we strive to respond to you as soon as possible, for more complicated issues, it may take us up to 45 days to resolve and get back to you. You accept and agree that we shall not be responsible for any losses and damage incurred during such period.

29. 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 these Terms.

30. Dispute Resolution

Any dispute, controversy, difference or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

Annex I – Terms Applicable to U.S. Users and U.S. Law

The terms and conditions set forth in this Annex I apply to users who are U.S. residents or nationals and to any claim or cause of action arising out of any event or occurrence in the U.S. or under any federal, state, or local law of the U.S. Notwithstanding anything to the contrary in these Terms, to the extent of any conflict between the provisions set forth in this Annex I and those set forth elsewhere in these Terms, the provisions set forth in this Annex I shall prevail.

1   **Acceptance of Terms.** Your acceptance of the Terms occurs when you take the earliest of any of the following actions: (i) signing up for a Crypto.com account or any aspect, part, or component of the Services, the Crypto.com App, or the Crypto.com Onchain App; (ii) using the Crypto.com App or the Crypto.com Onchain App; (iii) receiving the Terms, or notice of the Terms, including in connection with any transaction with Crypto.com, whether by email, in the Crypto.com App, the Crypto.com Onchain App, via our website, or by any other means not inconsistent with the electronic delivery provisions set forth in these Terms; (iv) giving Crypto.com a written or electronic signature, clicking "I accept" or "I agree" to be bound as applicable; or (v) installing, using, updating, or otherwise interacting with your Crypto.com App or Crypto.com Onchain App. Upon taking any of the foregoing actions, you shall be deemed to have entered into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by these Terms.

2   **Dispute Resolution; Binding Arbitration; Class Waiver.**

   2.1   **Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Crypto.com and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under these Terms. In addition, arbitration precludes you from suing in court or having a jury trial.**

   2.2   **No Representative Actions; Class Waiver.**

   You and Crypto.com agree that any dispute, including but not limited to disputes arising out of or related to these Terms or our Services is personal to you and Crypto.com and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

   2.3   **Arbitration of Disputes.**

   Except for small claims disputes in which you or Crypto.com seeks to bring an individual action in small claims court located in the county of your residence, as determined by the records maintained by Crypto.com for your account, or disputes in which you or Crypto.com seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, **you and Crypto.com waive your rights to a jury trial and to have any dispute resolved in court**. These Terms to arbitrate disputes include, but is not limited to, any and all claims for relief and theories of liability between you and Crypto.com, whether based in contract, tort, fraud, negligence, regulation, or ordinance; claims for relief under any state or federal statutes, including, but not limited to, the federal and any state analogs of the Telephone Consumer Protection Act, the Fair Credit reporting Act, Fair and Accurate Credit Transactions Act, and other statutes, including state and federal statutes relating to the collection of personal and/or biometric data; claims for common law fraud, misrepresentation, or any other legal or equitable theory arising out of your relationship with Crypto.com, and/or any interactions

between you and Crypto.com. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

2.4 **Notice Requirement.**

For any dispute or claim that you have against Crypto.com or relating in any way to the Services, you may either proceed directly to arbitration, or you may first contact Crypto.com and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to Crypto.com by email at contact@crypto.com or by certified mail addressed to Crypto.com, Attn: Onchain Wallet Limited, 804 S. Douglas Road, Suite 375, Coral Gables FL, 33134. If you elect to pursue pre-arbitration resolution through the Notice option, the Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Crypto.com shall also have the option, but not the requirement, to pursue informal pre-arbitration resolution with you through the Notice process set forth herein. Our notice to you, as and if applicable, will be similar in form to that described above. If you and Crypto.com cannot reach an agreement to resolve the claim through the Notice process, or if you or Crypto.com decide to immediately proceed to arbitration without pursuing pre-arbitration resolution through the Notice process, then either party may submit the dispute to binding arbitration administered by the American Arbitration Association ("**AAA**"), or, under the limited circumstances set forth above, in court. All disputes submitted to AAA will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will either be held in Miami-Dade County, Florida, or may be conducted telephonically or via video conference, if you agree. For disputes alleging damages less than $30,000, the dispute will be decided on the basis of the parties' written submissions and no final hearing or in person proceedings will be required absent the consent of both parties. With respect to the disputes of $30,000 or more, AAA shall designate an arbitrator who maintains his or her primary residence in the State of Florida. The most recent version of the AAA Rules are available on the AAA website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the AAA Rules or waive your opportunity to read the AAA Rules and waive any claim that the AAA Rules are unfair or should not apply for any reason.

2.5 **Applicability of the Federal Arbitration Act and Delegation Provision.**

You and Crypto.com agree that these Terms affect interstate commerce and that the enforceability of this Annex I will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq*. (the "**FAA**"), to the maximum extent permitted by applicable law. You and Crypto.com clearly and unmistakably agree that the arbitrator shall have the power to rule on his or her own jurisdiction, and the existence, scope, validity, and arbitrability of these Terms. This delegation provision shall be deemed a contract entered into under the laws of the State of Florida and will be governed by the laws of the State of Florida together with the Federal Arbitration Act.

2.6 **Confidentiality.**

The arbitrator, Crypto.com, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein.

The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

2.7   Fees; Appellate and Enforcement Jurisdiction.

You and Crypto.com agree that for any arbitration you initiate, you will pay the filing fee and Crypto.com will pay the remaining AAA fees and costs. For any arbitration initiated by Crypto.com, Crypto.com will pay all AAA fees and costs. You and Crypto.com agree that the state or federal courts of the State of Florida and the United States sitting in Miami-Dade County, Florida have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

2.8   Governing Law.

Any dispute arising from these Terms, an Annex, or your use of the Services, whether brought in arbitration, small claims, or in a state or federal court, will be governed by and construed and enforced in accordance with the laws of the State of Florida except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts sitting in Miami-Dade County, Florida. Finally, to the extent permitted by applicable law, in the event that your dispute is adjudicated in court instead of arbitration, you agree to proceed only on an individual basis and not on a consolidated, class wide, or representative basis.

In the event or an arbitral proceeding, the arbitrator shall apply the law of the State of Florida to all substantive issues in the dispute; provided, however, that in the event that the law of the State of Florida shall be deemed unenforceable due to the law of the state in which the customer resides, the arbitrator shall apply the law of the state in which the customer resides. Notwithstanding anything herein to the contrary, the arbitrator shall apply the laws of the State of Florida and the FAA to interpret and enforce these Terms to arbitrate disputes and each of its provisions, including with regard to any issues over acceptance of these Terms to arbitrate disputes. Judgment on the award rendered may be entered by any court of competent jurisdiction.

2.9   Limitations Period.

Any claim arising out of or related to these Terms, an Annex, or the Services must be filed within one (1) year after such claim arose; otherwise, the claim is permanently barred, which means that you and Crypto.com will not have the right to assert the claim.

2.10   Right to Opt Out of Binding Arbitration.

You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted these Terms by sending a written opt-out notice via certified mail to Crypto.com, Attn: Onchain Wallet Limited, 804 S. Douglas Road, Suite 375, Coral Gables FL, 33134. In order to be effective, the opt-out notice must include your full name and address and clearly

indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with the applicable terms of this Annex I.

2.11   Severability.

If any portion of this Annex I is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Annex I or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Annex I; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Annex I is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Annex I will be enforceable.

2.12   Application of Terms to Disputes.

Notwithstanding anything to the contrary in these Terms, and to the extent not prohibited by law, this Annex I shall apply to all disputes, whether now existing or hereafter arising, whether related to any matter occurring prior to or after the date hereof, arising from or in connection with your use of the Crypto.com App, the Crypto.com Onchain App, or any aspect, part, or component of the Services.

3   **Order of Precedence.** These Terms shall supersede in their entirety any prior or earlier dated version thereof. Notwithstanding anything to the contrary herein or therein, in the event of any conflict or inconsistency between these Terms and any prior or earlier dated version thereof, these Terms shall supersede and control in all events. For avoidance of doubt, by accepting these Terms, you agree that these Terms shall apply to all matters pertaining to your use of the Crypto.com App, the Crypto.com Onchain App, and/or any aspect, part, or component of the Services, whether occurring or arising prior to or after the Effective Date hereof.

<u>**ANNEX II – E-SIGN DISCLOSURE AND CONSENT**</u>

The terms and conditions set forth in this Annex II apply to users who are U.S. residents or nationals and to any claim or cause of action arising out of any event or occurrence in the U.S. or under any federal, state, or local law of the U.S. Notwithstanding anything to the contrary in these Terms, to the extent of any conflict between the provisions set forth in this Annex II and those set forth elsewhere in these Terms, the provisions set forth in this Annex II shall prevail.

1   E-SIGN Consent to Use Electronic Records and Signature.
   1.1   We are legally required to provide you with certain disclosures and information about the use of electronic records and electronic signatures as well as the electronic delivery of disclosures, documents, notices, and other information.

2   Electronic Delivery of Disclosures and Notices.
   2.1   The following disclosures are required by the federal Electronic Signatures in Global and National Commerce Act ("**E-SIGN**") and related state laws. You have the option to receive all communications and disclosures from us electronically. In order for you to take advantage of this service, you must first be provided with this E-SIGN Disclosure and Consent document. If, after reading this document carefully, you continue to access and use the Services, that constitutes your affirmative consent to receive disclosures, notices, and other documents and all changes to the disclosures, notices, etc. ("**Records and Communications**") electronically.

   2.2   Your agreement permits us to communicate with you via email as well as to our general use of electronic records and electronic signatures in connection with the Services. You further agree that your computer or mobile device satisfies the hardware and software requirements specified below and that you have provided us with a current email address to which we may send electronic Records and Communications to you. If you do not consent to receiving Records and Communications or transacting via electronic records or signatures, you should not use the Services.

3   Types of Disclosures and Notices That Will be Provided in Electronic Form.
   3.1   You agree that we may provide you with Records and Communications in electronic format. Your consent to receive electronic Records and Communications includes, but is not limited to:

      3.1.1   All legal and regulatory disclosures, documentation, contracts, Terms, policies, rules and other communications related to the Services, including updates thereto;

      3.1.2   Notices or disclosures about a change in the terms concerning the Services;

      3.1.3   Account details, history, transaction receipts, confirmation, and any other Account or transaction information;

      3.1.4   Privacy policies and notices;

3.1.5 Other communications that we may include from time to time as part of our products and services.

4 **Providing Records and Communications in Electronic Form.**

4.1 If you consent, we will provide Records and Communications to you in electronic form by (i) by email and hyperlinks included in emails, (ii) websites, (iii) mobile applications, (iv) mobile websites, or (v) SMS messages (including text messages).

5 **Hardware and Software Requirements.**

5.1 To receive an electronic copy of Records and Communications, you must have: (1) a personal computer or other device capable of accessing the internet; (2) internet access; (3) a valid email address and mobile device that can receive text messages; (4) a widely-used, recent-generation web browser (for example, Chrome or Internet Explorer); (5) a current version of a program that accurately reads and displays PDF files (such as Adobe Reader 10 or above); (6) a printer, hard drive or other storage capability.

5.2 Your access to this page verifies that your system/device/software meets these requirements listed above.

6 **Additional Mobile Technology Requirements.**

6.1 If you are accessing our site and any consents or disclosures electronically via a mobile device (such as a smartphone, tablet, and the like), in addition to the above requirements you must make sure that you have software on your mobile device that allows you to print and save any such consents or disclosures presented to you during the Application process. These applications can be found for most mobile devices in the devices' respective "app store". If you do not have these capabilities on your mobile device, please access our site through a device that provides these capabilities.

7 **Your enrollment in electronic services using our equipment.**

7.1 If you attempt to utilize any of our Services through one of our customer service representatives or using our Site or App, your Application may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this ESIGN Consent.

8 **How to Withdraw Consent.**

8.1 You may withdraw your consent to receive Records and Communications in electronic form by contacting us at regulatory-inquiries@crypto.com. Withdrawing your consent will cancel your agreement to receive Records and Communications in an electronic format related to the Services and may impact your ability to use or access your Account. We reserve the right to cancel services provided to you if you withdraw your consent to receive Records and Communications in electronic form.

8.2 Any withdrawal of your consent to receive electronic Records and Communications will be effective only after we have a reasonable period of time to process your withdrawal. You will not be charged a fee for withdrawing your consent to receive electronic Records and Communications.

9 **How to Update Your Information.**

9.1 You are responsible to provide us with a true, accurate and complete email address, contact and other information related to this E-SIGN Disclosure and Consent, and to maintain and update promptly any changes in that information. You can update your information through the App and/or Site.

10 Requesting Paper Copies.

10.1 We will not send a paper copy of any Records and Communications to you unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of your electronic Records and Communications by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy of any Records and Communications be mailed to you, contact us at regulatory-inquiries@crypto.com. Please be sure to state that you are requesting a paper copy of particular Records and Communications. You may be charged a fee for such a request.

11 Records and Communications in Writing.

11.1 All Records and Communications in electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this E-SIGN Disclosure and Consent and any other Records and Communications important to you.

12 Termination/Changes.

12.1 We reserve the right, in our sole discretion, to discontinue the provision of electronic Records and Communications, or to terminate or change the terms and conditions on which we provide electronic Records and Communications. We will provide you with notice of any such termination or change as required by law.

Annex III – Terms Applicable to Canadian Users and Canadian Law

The terms and conditions set forth in this Annex III apply to users who are Canadian residents or nationals and to any claim or cause of action arising out of any event or occurrence in Canada or under any federal, provincial, or local law of Canada. Notwithstanding anything to the contrary in these Terms, to the extent of any conflict between the provisions set forth in this Annex III and those set forth elsewhere in these Terms, the provisions set forth in this Annex III shall prevail.

1   **Acceptance of Terms. Your acceptance of the Terms occurs when you take the earliest of any of the following actions: (i) signing up for a Crypto.com account or any aspect, part, or component of the Services, the Crypto.com App, or the Crypto.com Onchain App; (ii) using the Crypto.com App or the Crypto.com Onchain App; (iii) receiving the Terms, or notice of the Terms, including in connection with any transaction with Crypto.com, whether by email, in the Crypto.com App, the Crypto.com Onchain App, via our website, or by any other means not inconsistent with the electronic delivery provisions set forth in these Terms; (iv) giving Crypto.com a written or electronic signature, clicking "I accept" or "I agree" to be bound as applicable; or (v) installing, using, updating, or otherwise interacting with your Crypto.com App or Crypto.com Onchain App. Upon taking any of the foregoing actions, you shall be deemed to have entered into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by these Terms.**

2   **Dispute Resolution; Binding Arbitration; Class Waiver.**

2.1   **PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH CRYPTO.COM AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US, UNLESS YOU OPT OUT OF ARBITRATION BY FOLLOWING THE INSTRUCTIONS SET FORTH BELOW. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THESE TERMS. IN ADDITION, ARBITRATION PRECLUDES YOU FROM SUING IN COURT OR HAVING A JURY TRIAL. IF YOU ARE A QUEBEC CONSUMER AS SUCH TERM IS DEFINED UNDER THE CONSUMER PROTECTION ACT (CQLR c P-40.1), SUCH OBLIGATIONS TO RESOLVE DISPUTES BY ARBITRATION AND PROHIBITION TO INSTITUTE A CLASS ACTION DO NOT APPLY TO YOU.**

2.2   **No Representative Actions; Class Waiver.**

You and Crypto.com agree that any dispute, including but not limited to disputes arising out of or related to these Terms or our Services is personal to you and Crypto.com and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

2.3   **Arbitration of Disputes.**

You may assert your dispute in small claims court if your dispute qualifies for the small claims court in the Canadian Province in which you reside. You may also bring your dispute to court if the laws of the Canadian Province in which you reside permit or require you to resolve your dispute in court notwithstanding your agreement to arbitration. In particular, you are not required to arbitrate any consumer claim excluded by operation of statute from arbitration.

In the event that your dispute does not qualify for small claims court and the laws of the Canadian Province in which you reside do not permit or require you to resolve your dispute in court, any and all disputes shall be submitted to final and binding arbitration in accordance with these provisions. Any dispute commenced by Crypto.com shall also be governed by this

arbitration clause unless its relief sought requires injunctive or other equitable relief, or unless you are a Quebec consumer, as such term is defined under the Consumer Protection Act (CQLR c P-40.1), in which case this provision does not apply to you. The arbitration shall be conducted under the Expedited Arbitration Rules of ADR Chambers, which can be found at: https://adrchambers.com/expedited-arbitration/rules/.

The arbitrator appointed will be neutral. If the arbitration is commenced by Crypto.com and you fail to respond, you agree that the arbitration may continue without your participation as may be permitted under the Expedited Arbitration Rules. You may commence a claim by submitting a claim online at https://adrchambers.com/request-a-neutral/. By default, the arbitration will be conducted remotely. You may also request an in-person hearing in your hometown province or, if agreed to with Crypto.com, in another jurisdiction.

Both Crypto.com and you may obtain the discovery or exchange of non-privileged information relevant to any claim. An arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.

With respect to the cost of the arbitration, when a consumer initiates arbitration against Crypto.com, the only fee required to be paid by the consumer is $250. All other costs will be borne by Crypto.com. Crypto.com shall pay all costs associated with any arbitration that it commences. All interim awards, partial final awards and final awards of the arbitrators will be final and binding upon the parties regarding all matters submitted to arbitration, with no rights of appeal, even on questions of law. Any interim awards, partial final awards and awards rendered by the arbitrators may be recognized or enforced by any court having jurisdiction.

We are committed to dealing with all clients in a fair, open and transparent manner. This includes responding in a timely manner to any questions or concerns about your Account or the manner in which services have been provided by us to you. We maintain an ongoing membership with the Ombudsman for Banking Services and Investments ("**OBSI**"). OBSI may be utilized by you if you are not satisfied with our decision with respect to a complaint. Please see here for a description of our complaint handling process and the procedure to be followed if you wish to have your complaint resolved by OBSI. By participating in the OBSI process, you do not give up your right to pursue resolution by other means. In the event you pursue other legal action or dispute resolution options, the below provisions will apply.

2.4   Notice Requirement.

You agree to first contact Crypto.com and attempt to resolve any dispute informally by sending a written notice of your claim ("**Notice**") to Crypto.com by email at contact@crypto.com or by certified mail addressed to Crypto.com, Attn: Onchain Wallet Limited, 804 S. Douglas Road, Suite 375, Coral Gables FL, 33134. The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and Crypto.com cannot reach an agreement to resolve the dispute, then either party may rely upon the remainder of the provisions in this Annex III to resolve the dispute.

2.5   Confidentiality.

The arbitrator, Crypto.com, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

2.6 Governing Law.

Any dispute arising from these Terms, an Annex, or your use of the Services, whether brought in arbitration, small claims, or in a provincial or federal court, will be governed by and construed and enforced in accordance with the laws of the province or territory in Canada where you live or most recently lived, and the Applicable Laws of Canada applicable therein apply to these Terms.

2.7 Limitations Period.

Any claim arising out of or related to these Terms, an Annex, or the Services must be filed within one (1) year after such claim arose; otherwise, the claim is permanently barred, which means that you and Crypto.com will not have the right to assert the claim.

2.8 Severability.

If any portion of this Annex III is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Annex III or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Annex III; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Annex III is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Annex III will be enforceable.

2.9 Application of Terms to Disputes.

Notwithstanding anything to the contrary in these Terms, and to the extent not prohibited by law, this Annex III shall apply to all disputes, whether now existing or hereafter arising, whether related to any matter occurring prior to or after the date hereof, arising from or in connection with your use of the Crypto.com App, the Crypto.com Onchain App, or any aspect, part, or component of the Services.

3   Order of Precedence. These Terms shall supersede in their entirety any prior or earlier dated version thereof. Notwithstanding anything to the contrary herein or therein, in the event of any conflict or inconsistency between these Terms and any prior or earlier dated version thereof, these Terms shall supersede and control in all events. For avoidance of doubt, by accepting these Terms, you agree that these Terms shall apply to all matters pertaining to your use of the

Crypto.com App, the Crypto.com Onchain App, and/or any aspect, part, or component of the Services, whether occurring or arising prior to or after the Effective Date hereof.