

25 March 2022

TERMS AND CONDITIONS – THE INTERNATIONAL RED CROSS AND RED CRESCENT MOVEMENT (RCRC) DONATION INITIATIVE

* *FACILITATED BY CRYPTO.COM*

You acknowledge and understand that Crypto.com is not a registered charity, but a cryptocurrency processor for the benefit of the International Red Cross and Red Crescent Movement (“RCRC”), in the donation initiative to support the victims of the humanitarian crisis in Ukraine.

In freely choosing to donate towards the Initiative, You confirm that You understand and agree to:

1. these terms and conditions read together with the Donation FAQs¹;
2. as applicable depending on Your selected method of donating, the Crypto.com NFT Platform Terms² and/or the Crypto.com Pay Terms³ and which to the extent of any inconsistency with the specific terms set out below or in the Donation FAQ shall be superseded by such specific terms below and/or in the Donation FAQ; and
3. any document(s) that may be contemplated by or expressly referred to herein, which document(s) are hereby incorporated by reference.

(Collectively, these “**Terms**”).

1. DEFINITIONS

- a. “**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 these 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;
- b. “**Affiliate**” means a corporation directly or indirectly, controlling, controlled by or under direct or indirect common control with another corporation;
- c. “**Business Day(s)**” means any day except any Saturday, Sunday, or public holiday during which banking institutions are open for normal business activities, in the jurisdiction where the transaction or business activity under these Terms is concerned;
- d. “**Commercial Agreement**” means any agreement between You and Us that sets out the commercial terms for the provision of the Pay Services;

¹ <https://crypto.com/donationfaq>

² <https://crypto.com/nft/terms>

³ https://js.crypto.com/en/set_email?id=bbccedab-3735-465d-9584-4a38dd921f55&publishableKey=pk_live_NeHnfHNYcZkzzMTmHixxAtaZ&useWeb3=&isMetaMask=&isWalletConnect=&isCheckout=true&isOtherWalletForOnchain=true&from=set_email&isMobile=

- e. **“Crypto.com”** or **“Crypto.com Group”** means Foris DAX Global and its respective Affiliates;
- f. **“Crypto.com NFT Platform”** means the NFT platform hosted on <https://crypto.com/nft/>, built and provided by Crypto.com and/or any affiliated entity to facilitate the transacting and display of NFTs including without limitation the importing, minting, sale and purchase of NFTs. Crypto.com is not a party to any agreement between the buyer and seller of NFTs or between any users;
- g. **“Crypto.com Pay”** means the service as mentioned in the Crypto.com Pay Terms, available at https://js.crypto.com/en/set_email?id=bbccedab-3735-465d-9584-4a38dd921f55&publishableKey=pk_live_NeHnfHNYcZkzzMTmHixxAtaZ&useWeb3=&isMetaMask=&isWalletConnect=&isCheckout=true&isOtherWalletForOnchain=true&from=set_email&isMobile=;
- h. **“Digital Asset”** means any sort of cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies that is supported by Crypto.com NFT Platform and/or Crypto.com Pay;
- i. **“Donation”** means Your participation in this Initiative which involves a gift of Your Digital Assets and/or purchase of Initiative NFT for the benefit of **RCRC**.
- j. **“Donation Method”** means, in respect of Your Donation, a (i) transfer of Your Digital Assets for the benefit of **RCRC** via Crypto.com Pay; and/or (ii) purchase of an Initiative NFT pursuant to payment methods as set forth on the Crypto.com NFT Platform as at the date of donation(s);
- k. **“Force Majeure Event”** means an event or failure which is beyond Our reasonable control including (i) Acts of God, nature, court or government; (ii) failure or interruption in public or private telecommunication networks, communication channels or information systems; (iii) acts or omissions of a party for whom we are not responsible; (iv) delay, failure or interruption in, or unavailability of, third party services and sites; (v) strikes, lockouts, labor disputes, wars, terrorist acts and riots; (vi) viruses, malware, other malicious computer codes or the hacking of any part of the Pay Services;
- l. **“include/including”** means to include without limitation;
- m. **“RCRC”** means International Red Cross and Red Crescent Movement;
- n. **“Initiative”** means Crypto.com in its role as a cryptocurrency processor for the **RCRC**, in the donation initiative to support the victims of the humanitarian crisis in Ukraine;
- o. **“Initiative NFT”** means the unique NFTs available for Your purchase from Crypto.com for the purpose of supporting this Initiative;
- p. **“Instructions”** means all information, instructions, communications, orders or messages (including those relating to payments, transfers or other transactions) referable to You;
- q. **“NFT”** means a unique non-fungible token generated from a Sale Item minted on the Crypto.com NFT Platform.
- r. **“Pay Services”** means your use of Crypto.com’s payment solution within the Crypto.com App that enables you to send Digital Assets to other users and pay qualifying merchants with the Digital Asset of your choice, a feature within the Crypto.com Wallet App;
- s. **“Sale Item”** means any audio or visual material, including without limitation designs, drawings, prints, in any form or media, including without limitation videos and photographs, that may be minted as an NFT;_____

- t. “**Tax(es)**” means any taxes, duties or fees that are incurred, or are required to be collected, paid or withheld for any reason, in connection with Your Donation under any Applicable Law;
- u. “**We/Us/Our**” means Crypto.com; and
- v. “**You/Your**” means you, the participant of this Donation.

2. DONATION PERIOD

- a. The Donation Period begins and ends at the periods specified in the Donation FAQs (*see footnote 1 for link*).

3. YOUR PARTICIPATION

- a. Your participation in this Donation is strictly optional.
- b. Your participation in this Donation does not confer any Tax benefit or rebate.
- c. All Donations are final, and no refund process will be available to You.
- d. By agreeing to these Terms, You represent and warrant that:
 - i. You are at least 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;
 - ii. You have the full right, power, and authority to agree to these Terms;
 - iii. You are not subject to any financial sanctions, embargoes or other restrictive measures imposed by any governmental authority in any jurisdiction in which the Crypto.com NFT Platform or Crypto.com Pay is available, including, but not limited to, the United Nations, European Union, any EU country, UK Treasury or US Office of Foreign Assets Control (OFAC); and
 - iv. You are not a citizen or resident of any restricted country.⁴
- e. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without Crypto.com’s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

4. TRANSFERS TO THE INTERNATIONAL RED CROSS AND RED CRESCENT MOVEMENT

- a. Your cryptocurrency donation will be converted to TUSD after each successful donation to avoid fluctuation risks in the value of the donated cryptocurrency, and then be converted from TUSD to such fiat currency accepted by **RCRC**, by 1 Apr 12:00 UTC.
- b. Any conversion of Digital Assets to fiat currency may be provided by Our licensed third-party payment partners.

5. TAXES AND FEES

- a. You agree that You are solely responsible for determining what, if any, taxes or fees apply to this Donation. Neither Crypto.com nor any Crypto.com affiliated entity is responsible for determining the taxes or fees that may apply to this Donation. You acknowledge that neither Crypto.com nor any Crypto.com affiliated entity has given you any tax-related advice relative to this Donation or otherwise.

⁴ As per the terms and conditions of Crypto.com NFT and Crypto.com Pay.

6. LIABILITY RELEASE AND INDEMNITY

- a. You understand and agree that Your Donation may be subject to certain risks including without limitation:
 - i. Price and liquidity of blockchain assets, including the NFTs, are extremely volatile and may be subject to fluctuations;
 - ii. Fluctuations in the price of Digital Assets could materially and adversely affect the value of the NFTs;
 - iii. Legislative and regulatory changes or actions may adversely affect the use, transfer, and value of the NFTs;
 - iv. NFTs are not legal tender and are not backed by any government;
 - v. Transactions involving Digital Assets and/or NFTs may be irreversible, and losses due to fraudulent or accidental transactions may not be recoverable;
 - vi. The value of NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for NFTs, and therefore the value of NFTs is subject to the potential for permanent or total loss of value;
 - vii. Withdrawal of an NFT to a decentralised digital asset wallet is at Your own risk, and the transfer of any NFT to an incorrect digital asset wallet address may result in the irreversible loss of such NFT;
 - viii. You understand and agree that You are solely responsible for determining the nature, potential value, suitability and appropriateness of these risks for Yourself. Crypto.com does not give any advice or recommendations regarding Digital Assets or NFTs. You understand and agree that You access and use the Crypto.com NFT Platform at Your own risk. You understand and agree that Crypto.com will not be responsible for any communication failures, disruptions, errors, or distortions You may experience when using the NFTs or the Crypto.com NFT Platform or Crypto.com Pay.
 - ix. To the fullest extent allowed by applicable law, you agree to indemnify and hold The Crypto.com Parties (as defined below) harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) these Terms or the Donation (including any actions taken by a third party using your account), and (b) your violation of these Terms. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for your account (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).
 - x. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE CRYPTO.COM PARTIES (AS DEFINED BELOW) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE,

ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) ONE-HUNDRED (\$100) DOLLARS OR (II) THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO CRYPTO.COM IN CONNECTION WITH THE TERMS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

7. THESE TERMS SUBJECT TO OTHER APPLICABLE TERMS AND CONDITIONS

- a. Except as to paragraph 8 below, these Terms shall be subject to any other terms and conditions governing any applicable product or service described herein. Except as to paragraph 8 below, in the event of any conflict between these Terms and any other terms and conditions governing any applicable product or service described herein, the terms and conditions governing the applicable product or service described herein shall control. For purposes of clarity and avoidance of doubt, the terms and conditions of paragraph 8 below shall control in all events, including in the event of a conflict.

8. DISPUTE RESOLUTION; BINDING ARBITRATION

- a. **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 this arbitration agreement. In addition, arbitration precludes you from suing in court or having a jury trial.**
- b. **No Representative Actions.** You and Crypto.com agree that any dispute arising out of or related to these Terms is personal to You and Crypto.com. You and Crypto.com agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide, or representative basis. Further, You and Crypto.com agree that the arbitrator may not consolidate proceedings or consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Each party waives the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general. 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.
- c. **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 primary residence if you reside in the United States (or Miami-Dade County if you do not reside in the United States), You and

Crypto.com waive your rights to a jury trial and to have any dispute arising out of or related to these Terms resolved in court. This agreement to arbitrate disputes includes 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 and/or any of these Terms. 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.

- d. **Notice Requirement.** For any dispute or claim that You have against Crypto.com or relating in any way to these Terms, you agree to first contact Crypto.com and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to Foris Dax, Inc. by email at contact@crypto.com or by certified mail addressed to 1111 Brickell Avenue, Suite 2725, Miami, Florida 33131. 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 claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in Miami-Dade County, Florida, or may be conducted telephonically or via video conference for disputes alleging damages less than \$25,000, in accordance with the JAMS Streamlined Arbitration Rules and Procedures ("**JAMS Rules**"). The most recent version of the JAMS Rules is available on the JAMS website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.
- e. **Applicability of Federal Arbitration Act, and Delegation Provision.** You and Crypto.com agree that these Terms affect interstate commerce and that the enforceability of this paragraph 8 will be interpreted and enforced in accordance with the laws of the State of Florida, the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "**FAA**"), and federal arbitration law, 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.

- f. **Governing Law in Arbitration Proceeding.** The arbitrator shall apply the laws of the State in which You reside to the substantive issues that are at issue in the dispute. If You reside outside of the United States, then the arbitrator shall apply the law of the State of Florida to the substantive issues that are at issue in the dispute. Notwithstanding anything to the contrary, the arbitrator shall apply the laws of the State of Florida and the Federal Arbitration Act 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.
- g. **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.
- h. **Payment of Fees in Arbitration.** (i) For claims that You bring against Crypto.com: absent a finding that your demand is frivolous, brought for an improper purpose, or malicious as set forth by the standards of Federal Rule of Civil Procedure 11(b), if You initiate an arbitration in which You seek no more than \$30,000 in damages, Crypto.com will pay the filing, administration, and arbitrator fees of an arbitration initiated in accordance with these terms to arbitrate disputes, with the exception that you are responsible for a portion of the initial filing fees of an arbitration initiated in accordance with these terms to arbitrate disputes, based on the total amount of damages you are seeking (the "Arbitration Filing Fee Payment"). If you are seeking no more than \$500 in damages, the amount of your required Arbitration Filing Fee Payment will be \$55. If You are seeking more than \$500 in damages, but less than \$30,000.01 in damages, the amount of your required Arbitration Filing Fee Payment will be \$175. If You fail to pay the Arbitration Filing Fee Payment at the commencement of the arbitration, Crypto.com will make that payment on Your behalf upon demand from the arbitrator. The arbitrator will then invoice You for the Arbitration Filing Fee Payment at the next opportunity, which You will be required to promptly pay in order for the arbitration to continue. Unless the arbitrator makes a determination that You would qualify for indigent party status, under no circumstances will Your obligation to pay the Arbitration Filing Fee Payment be held in abeyance until the conclusion of the arbitration. If You prevail at arbitration, You will receive your Arbitration Filing Fee Payment back from Crypto.com as part of the award from the arbitrator. If, however, the arbitrator does deem that your demand was frivolous, was brought for an improper purpose, or was malicious, payment of all fees will be determined in accordance with JAMS Rules. Crypto.com hereby waives any right to seek its attorneys' fees from You in the event that it prevails in the arbitration, except where Your demand is deemed frivolous, brought for an improper purpose, or malicious under the standard set out above. If You initiate an arbitration in

which You seek more than \$30,000 in damages, the payment of fees will be governed by the JAMS Rules. (ii) For claims that Crypto.com brings against You, the payment of fees will be governed by JAMS Rules. 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.

- i. **Time for Filing Claims.** To the extent permitted by governing law, any claim arising out of or related to these Terms must be filed within one 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.
- j. **Right to Opt-Out of Arbitration.** You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this paragraph 8 by sending a written opt-out notice via certified mail to 1111 Brickell Avenue, Suite 2725, Miami, Florida 33131. 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 paragraph 9.
- k. **Severability.** If any portion of this paragraph 8 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 paragraph 8 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this paragraph 8; 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 paragraph 8 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 paragraph 8 will be enforceable.

9. GOVERNING LAW AND VENUE

- a. Except for the agreement to arbitrate disputes contained in paragraph 8 of this Agreement, any dispute arising from these Terms shall be construed under the laws of the state in which you reside, without regard to the state's choice of law rules. If you reside outside of the United States, then this Agreement will be governed by the laws of the State of Florida without regard to its conflict of laws principles. 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.

10. WARRANTY DISCLAIMER

- a. Crypto.com and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (Crypto.com and all such parties together, "The Crypto.com Parties") make no representations or warranties concerning these Terms or the Donation, and The Crypto.com Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or

decency of material contained in or accessed through these Terms or the Donation or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of, or in any way related to your participation in, these Terms, including any Donations. The Crypto.com Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with the Donation. THE SERVICES AND CONTENT ARE PROVIDED BY CRYPTO.COM (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.