CRYPTO.COM APP AND WEB T&Cs

Last Update: 30 September 2026

1. INTRODUCTION

1.1. The Crypto.com App Services and Crypto.com Web Services (described below) are provided to you by Foris DAX AU Pty. Ltd. ACN 640 692 735 (together with its affiliates, "**Crypto.com**"), with a registered address of Vistra (Australia) Pty Ltd Suite 902, Level 9 146 Arthur Street North Sydney, NSW 2060 Australia.

1.2. Crypto.com is registered as a Virtual Asset Service Provider (VASP) with the Australian Transaction Reports and Analysis Centre (AUSTRAC). Crypto.com provides digital asset hosted wallet storage, virtual asset conversion, and blockchain transfer processing across unsupported or non-financial product digital assets.

1.3. Non-cash payment facilities, including the Crypto.com Pay service, are provided by Crypto.com as an authorised representative under the Australian Financial Services Licence (AFSL) held by our related body corporate, **FORIS GFS AUSTRALIA PTY LTD** (ACN 150 651 004) (AFSL No. 467462) ("**Foris GFS**").
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1.4. Trading services in supported digital assets that constitute financial products are provided by Crypto.com as a Corporate Authorised Representative under Australian Financial Services Licences held by our related bodies corporate: **FORIS CAPITAL AU PTY LTD** (ACN 644 687 565) (AFSL No. 533278) ("**Foris Capital**") and Foris GFS. Crypto.com enables eligible users to buy and sell supported digital assets on an unleveraged, spot basis. Terms governing order execution, supported digital assets, pricing, fees, and risks are set out in the relevant Product Disclosure Statement, Target Market Determination, and Financial Services Guide where applicable.

1.5. These terms and conditions ("**Terms**" or "**T&Cs**"), as well as any attached country annexes or product schedules (together "**Annex**") (if any), will apply to your use of the Crypto.com App Services and Crypto.com Web Services. Please take the time to read and understand these Terms before using these services so that you are aware of your legal rights and obligations. In the event of any inconsistency between these Terms and any Annex, the relevant Annex shall prevail.

1.6. By using the Crypto.com App Services and Crypto.com Web Services and/or completing the sign-up process, you areentering into a binding contract with us.

1.3A. These Terms incorporate within them as though they were fully restated herein, the provisions of the following terms and policies: (i) our privacy notice as accessible at the following link: http://crypto.com/privacy/australia ("**Privacy Notice**") and; (ii) our cookies policy accessible at the Cookies Consent banner on our Site. The provisions of the policies set out in this Clause 1.3A shall also govern your use of the Services.

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

"**APP**" means Account Protection Program as specified in Clause 9B of the Terms. For the avoidance of doubt, APP shall not be available with respect to Crypto.com Pay and Crypto.com Visa Card.

"**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;

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

"**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;

"**Annex**" shall have the meaning ascribed to the term in Clause 1.2.

"**AUD**" means the Australian Dollar, the official currency of Australia;

"**AUD to Digital Asset Conversion**" or "**AUD to DA Conversion**" shall have the meaning ascribed to the term in Clause 2.1(b);

"**Business Day(s)**" means any day, except any Saturday, Sunday or public holiday, whichbanking institutions are open for normal business activities, in the Territory;

"**Clause**" means each numbered provision or section of these T&Cs;

"**CRO**" means the Cronos token;

"**Crypto.com**" shall have the meaning ascribed to the term in Clause 1.1;

"**Crypto.com App**" means the mobile application software developed, owned and released by Crypto.com and available for download for Android or Apple iOS, including all content and services listed in Clause 2.1 and made available on or through the same, and any and allupdates, upgrades, supplements, releases and versions thereof;

"**Crypto.com App Services**" refers to the Service Content and all related features, services, content and applications, described in Clause 2.1, which Crypto.com maymake available to you on the Crypto.com App and Site from time to time in respect of your Digital Assets;

"**Crypto.com Pay**" shall have the meaning ascribed to the term in Clause 8C.1;

"**Crypto.com Visa Card**" means the virtual or physical Visa prepaid card offered by Crypto.com;

"**Crypto.com Web**" means the Crypto.com browser-based website application developed, owned and released by Crypto.com including all content and services listed in Clause 5.2 and made available on or through the same, and any and all updates, upgrades, supplements, releases and versions thereof;

"**Crypto.com Web Services**" refers to the Service Content and all related features, services, content, and applications, described in Clause 5.2, which Crypto.com may make available

from time to time. The Crypto.com Web services shall specifically comprise the services set forth in Clause 5.2;

"**Crypto Basket**" shall have the meaning ascribed to the term in Clause 2.1(h);

"**Digital Asset**" means cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets of any types not falling within the classification of a financial product under the Corporations Act 2001 (Cth) that have been approved by Crypto.com for storage in the Digital Asset Wallet, a list of which is available for reference on the Crypto.com App and Site;

"**Digital Asset Conversion**" shall have the meaning ascribed to the term in Clause 2.1(c);

"**Digital Asset Transfer**" shall have the meaning ascribed to the term in Clause 2.1(d);

"**Digital Asset Wallet"** shall have the meaning ascribed to the term in Clause 2.1(a);

"**Eligible Card**" means any payment card that is accepted by Crypto.com as a means of payment for AUD to DA Conversion;

"**Enabled Device**" means the mobile communications or other device successfully registered by you for use in connection with the Crypto.com App and Crypto.com App Services and Crypto.com Web Services;

"**Fees**" means all fees imposed by us for the use of the Crypto.com App Services and Crypto.com Web Services and/orDigital Asset Wallet;

"**Force Majeure Event**" means an event or failure which is beyond our reasonable control including, without limitation, (i) acts of God, nature (including without limitation, natural disasters, epidemics and pandemics), court or domestic or foreign governmental authorities; (ii) failure or interruption in public or private telecommunication networks, communication channels or information systems; (iii) acts or omissions of acts of a party forwhom we are not responsible; (iv) delay, failure or interruption in, or unavailability of, thirdparty services and sites; (v) strikes, lockouts, labour disputes, wars, civil unrest, terrorist acts and riots; (vi) viruses, malwares, other malicious computer codes or the hacking of any part of the Crypto.com App Services and Crypto.com Web Services;

"**Fork**" shall have the meaning ascribed to the term in Clause 9A.1;

"**Forked Network**" shall have the meaning ascribed to the term in Clause 9A.1;

"**Gift Card**" shall have the meaning ascribed to the term in Clause 8A.1;

"**Gift Card Issuer**" shall have the meaning ascribed to the term in Clause 8A.1;

"**Gift Card Provider**" shall have the meaning ascribed to the term in Clause 8A.1;

"**Gift Card Redemption Instructions**" shall have the meaning ascribed to the term in Clause8A.1;

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

"**Instructions**" means all information, instructions, communications, orders or messages (including those relating to payments, transfers or other transactions), whether automated or not, referable to you;

"**Level Up Program**" shall have the meaning ascribed to the term in Clause 2.1(j);

"**Lockup" or "Lock up**" means the holding of CRO or any other Digital Assets determined to be eligible byCrypto.com in your account for an agreed period of time;

"**Pay Airtime**" shall have the meaning ascribed to the term in Clause 8B.1;

"**Pay Airtime Redemption Instructions**" shall have the meaning ascribed to the term in Clause 8B.1;

"**Pay Rewards**" shall have the meaning ascribed to the term in Clause 8C.2;

"**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, inparticular 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;

"**Privacy Notice**" shall have the meaning ascribed to the term in Clause 1.3A;

"**Service Content**" means data, information, materials, advertisements, text, audio, video, graphics, software and other content on the Site and Crypto.com App and Crypto.com Web;

"**Stablecoins**" means the stable coins offered by Crypto.com for use on the Crypto.com App and Crypto.com Web the value of which is pegged to a particular fiat currency;

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

"**Taxes**" means any taxes, duties or fees that incurred, required to be collected, paid or withheld for any reason in connection with your use of the Services under any ApplicableLaw;

"**Terms**" or "**T&Cs**" shall have the meaning ascribed to the term in Clause 1.2;

"**Territory**" means Australia;

"**Third-Party Digital Wallet Application**" means any digital wallet mobile application that allows users to store Eligible Card information on, and make payments with, an eligible mobile device;

"**Trademarks**" shall have the meaning ascribed to the term in Clause 11.1(a);

"**Transaction**" means the following: (a) Digital Asset Transfer; (b) Digital Asset Conversion;and/or (c) AUD to DA Conversion;

"**Transaction History**" means records of all transactions and any details relevant to such transactions on your Digital Asset Wallet;

"**Unauthorised Transaction**" means a Transaction or an AUD Withdrawal that is not authorised by You. For the avoidance of doubt, a Transaction or an AUD Withdrawal that is authorised and/or initiated by You as a result of mistake, duress, fraud, misrepresentation, inducement *etc* shall not constitute an Unauthorised Transaction.

"**Unsupported Forked Network**" shall have the meaning ascribed to the term in Clause 9A.2;

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

"**you/your**" means, the individual who is the user of the Crypto.com App Services and

Crypto.com Web Services.

2. THE SERVICES

2.1. The Crypto.com App Services shall comprise the following services:

(a) hosted Digital Asset wallets ("**Digital Asset Wallet**") by Crypto.com that allow you to store Digital Asset with Crypto.com;

(b) a fiat currency conversion service under which you may convert fiat currency into any type of Digital Asset to be held in your Digital Asset Wallet ("**AUD to DA Conversion**");

(c) a Digital Asset conversion service under which you may convert Digital Asset into other Digital Asset ("**Digital Asset Conversion**"); and

(d) a Digital Asset transfer service under which you may transfer any Digital Asset to another recipient, which may be the Digital Asset Wallet of another user of the Crypto.comApp Services or an external recipient ("**Digital Asset Transfer**");

(e) any incentive programme(s) (including but not limited to any kind of reward, cashback, Level Up, Lock up or referral programmes) that may be launched or offered via the Crypto.com App orthe Site from time to time where permitted by Applicable Law;

(f) Purchase and use of gift cards;

(g) Purchase and use of mobile airtime;

(h) the Crypto Basket service as described in clause 8E below ("**Crypto Basket**");

(i) the Digital Asset wrapping service as described in clause 8F below;

(j) the Crypto.com Level Up Program, which allows you to receive benefits and rewards by staking your CRO in a tiered system ("**Level Up Program**"). Terms specific to the Level Up Program are more fully set forth in "Addendum 1" and references therein;

(k) any incentive program(s) (including but not limited to any kind of reward, cashback or referral

programs), that may be launched or offered via the Crypto.com App or the Site from time to time, hereafter referred to as the Crypto.com Rewards Program, which may allow users who undertake certain activities within the Crypto.com App to get rewarded with virtual incentives, certain incentives which, if applicable, may be redeemed for further opportunities and incentives that may be available from time to time. The full Terms and Conditions for the Crypto.com Rewards Program can be found at the following link: https://crypto.com/document/rewards_program_rules and are hereby incorporated herein by reference. In the event that there is any conflict between the terms and conditions set forth therein and these Terms, these Terms shall supersede and prevail; and

(l) any other products or services listed in the Annexes (if any), or shown on the Crypto.com App or our official communication channel from time to time.

You may also access some services and products which are offered by Affiliates of ForisDAX AU Pty. Ltd. via the Crypto.com App, such services and products are governed by separate sets of T&Cs.

2.2. We reserve the right, to do any of the following things if any of the sub-clauses in clause 2.3 apply:

(a) update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Crypto.com App Services or change any features, component or content thereof, including the APP in clause 9B, or to delist from the Crypto.com App Services or otherwise cease to support any Digital Asset;

(b) decline, suspend, cancel, reverse, void or partially execute any AUD to DA Conversion, Digital Asset Conversion or Digital Asset Transfer Instruction; or

(c) reverse, cancel, clawback, or refuse to honour any reward, bonus orpay-out for any incentive programmes regardless of your entitlement.

2.3. We reserve the right to suspend, restrict or terminate your access to any or all of our Services and to deactivate your account if any of the following things apply:
(a) where it is our reasonable opinion that we are required to do so by Applicable Law or any court or other adjudicating authority to which we are subject in any jurisdiction;

(b) upon reasonable suspicion that you may be in breach of, or are otherwise trying to circumvent, these Terms, the relevant Product Description Document(s), or any related agreements, such as by opening multiple accounts or abusing any of our incentive schemes;

(c) upon reasonable suspicion that a transaction is fraudulent or erroneous;

(d) upon reasonable suspicion that your account has been compromised or the Services are being used in a fraudulent or unauthorised manner;

(e) upon reasonable suspicion of money laundering, terrorist financing, fraud or any other financial crime;

(f) upon reasonable suspicion that you are conducting any fraudulent or illegal activities, including but not limited to any Ponzi scheme, pyramid scheme, phishing or dark-net transactions;

(g) where any of your Crypto.com wallets or you are subject to pending litigation, investigation or government proceedings;

(h) we reasonably consider it necessary in furtherance of our legitimate business interests;

(i) something happens which is similar or analogous to one of the things specified in clauses 2.3(a) to 2.3(g).

2.4 In the event that we decide to suspend, restrict or terminate your access to our Services in accordance with the provisions of this Clause 2, we will (to the extent that it is not unlawful for us to do so) provide you with as much notice as is reasonably practicable of such termination of Services. Suspensions, restrictions or terminations from the use of our Services will be reversed only as soon as reasonably practicable once the reasons for refusal no longer exist. So long as we comply with the rules about amendment and variation that are set out in Clause 19, we may execute any suspended, reversed or terminated transactions at an adjusted price and on adjusted terms.

2.5 Clause 2.2 above may occur to all, or any specific group, or any individual user of Crypto.com App Services, provided that we comply with the rules about amendment and variation that are set out in Clause 19, where those rules apply. We do not guarantee that any specific content, component and/or feature will always be available on the Crypto.com App Services.

2.6 In the event a Digital Asset becomes delisted or unsupported for any reason, we will attempt to contact you and, to the extent practicable, provide you with an opportunity to transfer such Digital Assets out of your Digital Asset Wallet. If you fail to transfer such Digital Assets out of your Digital Asset Wallet promptly (and in no event to exceed any specific timeframe that we may specify in our communications to you), we reserve the right to liquidate such Digital Assets in your Digital Asset Wallet at the then-current price and deposit the proceeds in your AUD Account (or, if you do not have a AUD Account, to arrange to deliver the proceeds to you by another method).

2.7 You acknowledge and agree that we may engage any third-party service provider or subcontractor to perform any or all of the services provided hereunder. Crypto.com shall not be liable for any delay, loss or damage of any kind incurred from any services provided by any third party service provider or subcontractor engaged by Crypto.com. All claims in connection with the act of any third party service provider or subcontractor shall be brought solely and directly against such party and/or its agents. Crypto.com's sole liability in relation to the services provided by any third party service provider or subcontractor shall be limited to the use of reasonable care in the selection of such party.

3. CONSIDERATIONS WHEN USING OUR SERVICES

3.1. Important disclosures relating to the custody and safeguarding of Digital Assets:

(a) The Digital Assets you hold in your Digital Asset Wallet are held by us on your behalf in a ring-fenced, pooled, custody account, which is segregated from our

own proprietary accounts. We may, and you hereby authorize us to, hold your Digital Assets with third-party a custodial safeguarding institution(s). Such a pooled account includes Digital Assets of all Crypto.com App and Crypto.com Web users but your identity and your share of the Digital Assets in the pooled account shall be maintained in our independent records at all times, which we may make available to our custodial safeguarding institution. You agree and authorize us to redeem any Digital Assets from our custodial safeguarding institution on your behalf, and you also agree and authorized us to transfer such Digital Assets to another custody account with a replacement custodial safeguarding institution at our discretion in line with Applicable Laws.

(b) Subject to Applicable Law, you acknowledge and agree that we and/or our custodial safeguarding institution may safeguard your Stablecoins with: (i) the same Stablecoin you hold in your Digital Asset Wallet; (ii) another Stablecoin denominated in the same fiat currency; (iii) the fiat currency that the Stablecoins in your Digital Asset Wallet are pegged to.

(c) Subject to Applicable Law, you acknowledge that we may without further notice to you (and you hereby consent that we may): (i) hold and use such Digital Assets in wallets and/or with such other facilities as we consider appropriate including in a manner which provides ancillary benefits and/or technical support to the development of any blockchains and facilitation and validation of transactions; and (ii) retain all legal and beneficial title and rights, to any gains, benefits or rewards, whether financial or not financial, flowing from the holding and use of such Digital Assets in such wallets and/or with such other facilities.

3.2. **General Risks**

(a) Please note that all transactions involving Digital Assets involve certain risks. In this regard, once submitted to a blockchain network, such a transaction will be unconfirmed fora period of time pending sufficient confirmation of the transaction by the blockchain network. A transaction is not complete while it is in a pending state. any Digital Asset transfers to and from external wallet address, that are in a pending state will be designated accordingly, and the relevant Digital Asset will not be included in your Digital Asset Wallet or be available to conduct transactions.

(b) In any transfer of Digital Assets, there is always a risk that the Digital Assets can be lost due to the collapse of the community that supports Digital Asset transfers, or the failure or bankruptcy of the issuers and/or managers of that Digital Asset. In such scenarios, your Digital Assets could lose significant value and/or be lost all together if they are in a pending state of transfer.

(c) The risk of loss in holding Digital Assets can be substantial. You should therefore carefully consider whether holding Digital Assets is suitable for you in light of your financial situation. In considering whether to hold Digital Assets, you should be aware that the price or value of Digital Assets can change rapidly, decrease, and potentially even fall to zero. Past performance is not an indicator of future performance. If you use any Crypto.com App Services and Crypto.com Web Services which allow you and/or third parties to access and hold Digital Asset private keys,you acknowledge that we are not responsible for safeguarding such keys (as they are accessed and held by you) and that we are not responsible for any loss of Digital Assets resulting from theft, loss, or mishandling of Digital Asset private keys held or accessed by you or by third parties who are not our contractors or agents.

(d) We are not responsible for the market of Digital Assets, and we make no representations or warranties concerning the real or perceived value of Digital Assets as denominated in any quoted currency. Although we may provide historical and/or real-timedata regarding the price of Digital Assets, including graphs displayed within the Crypto.com App and Crypto.com Web showing the price fluctuations of Digital Assets, such data or graphs are for reference only. We make no representations regarding the quality, suitability, veracity, usefulness, accuracy, or completeness of such data or graphs, and you should not rely on such data or graphs for any reason without doing your own research. You acknowledge and agree that the value of Digital Assets can be volatile, and you agree that we are not in any way responsible or liablefor any losses you may incur solely by holding or trading Digital Assets. Please refer to clause 17 for the circumstances in which we may be liable (and may not be liable) for your delay in acquiring or disposing of Digital Assets because Crypto.com App Services or Crypto.com Web Services are delayed, suspended, or interrupted.

(e) We do not provide investment advice and any content on the Crypto.com App and Crypto.com Web and Siteshould not be considered as a substitute for tailored investment advice. The contents of theCrypto.com App and Crypto.com Web and Site should not be used as a basis for making investment, tax, financial or other related decisions and should not be construed as an attempt to market or promote any type of Digital Asset.

(f) Your Digital Asset Wallet is not a depository account. Funds storedin your Digital Asset Wallet do not earn any interest unless otherwise stated and they are not protected by any government-backed depositor compensation, insurance or guarantee scheme.

4. ONBOARDING

4.1. By signing up to use the Crypto.com App Services and Crypto.com Web Services, you represent and warrant that:

(a) 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;

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

(c) you are ordinarily resident in the Territory;

(d) 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 or the delivery, holding, use or exchange of Digital Assets is unlawful or restricted in any way or requires licensing, registration or approval of any kind;

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

(f) you are not currently registered as a user of the Crypto.com App Services and Crypto.com

Web Services;

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

(h) you are not located in, under the control of, or a national or resident of (i) any international sanctioned countries, or (ii) any country to which the United States has embargoed goods or services; and (iii) are not identified as a "Specially Designated National" by the Office of Foreign Assets Control of the U.S. Department of the Treasury;

(i) you are not placed on the U.S. Department of Commerce, Bureau of Industry and Security's Denied Persons List;

(j) you will not use our Services if any Applicable Laws in your country prohibit you from doing so in accordance with these Terms;

(k)you will use our Services solely for your own personal use only and not for any commercial or business purposes;

(l) you are the sole ultimate beneficial owner of your account and not acting on behalf of or representing any other natural person, legal person or legal entity;

(m) you are the beneficial owner of (or if you are acting as a trustee, the legal owner)any Digital Asset or fiat currency subject to these Terms and forming the subject matter of theServices; and

(n) 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.

4.2. In order to use the Crypto.com App Services and Crypto.com Web Services, you must register as a user on the Crypto.com App and Crypto.com Web, and provide us with all information and/or documents requested by us.Except where permitted by Applicable Law, all information and documents must be in the English language (including such information and/or documents as may be required by us from time to time for compliance with Applicable Laws) in order to process your registration. If the documents you provide are not in the English language (except where permitted by Applicable Law), you may be required to provide us with a certified Englishtranslation. Except where permitted by Applicable Law, Crypto.com shall not be responsible for the translation of any non-English documents and shall not be obliged toprocess or review any documents that are not in the English language.

4.3. You agree to cooperate with all reasonable requests made by us or any of our third-party serviceproviders on our behalf in connection with your use of the Crypto.com App Services and Crypto.com Web Services, including to identify or authenticate your identity, validate your funding sources or transactions or verify your source(s) of income and/ or wealth. This may include, without limiting the generality of the foregoing, requiring further information that will allow us to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your information against third party databases or through other sources.

4.4. We are entitled, in our sole discretion and without providing reasons, to refuse your application for the Crypto.com App Services and Crypto.com Web Services or your account, and/or to change the eligibility criteria for registration or use of the Crypto.com App Services and Crypto.com Web Services at any time.

4.5. We may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. By agreeing to these Terms, you acknowledge that we or a third party on our behalf will carry out such verifications.

4.6. You hereby represent and warrant that any and all information provided to us, our Affiliates or any of our third-party service providers, is always complete, accurate and up to date in all respects and that in the event that such information ceases to be complete, accurate and up-to-date, you shall provide us, our Affiliates and third party service providers which such revised and updated information without delay. It is your responsibility to update us with any changes in your personal information or any other information you may have provided us with during registration or else in the course of your engagement with the Crypto.com App Services and Crypto.com Web Services. If at any time we believe that your information is incomplete, outdated or inaccurate, we may contact you and request furtherinformation or request that you go through the verification process again. Failure to complete any step of the registration process or provide up to date information may result in your inability to use, or adversely affect your use of, the Crypto.com App Services and Crypto.com Web Services. You undertake to indemnify us, our Affiliates and any third-party service providers for any andall losses incurred as a result of your failure to provide complete, accurate and up to date information at any point prior to and following termination of our Services. The indemnity you give to us excludes any losses to the extent caused by our mistake, fraud, negligence or wilful misconduct or the mistake, fraud, negligence or wilful misconduct of our employees, officers, contractors or agents.

4.7. At the time you sign up for the Crypto.com App Services and Crypto.com Web Services or at any time in the future after signing up for the Crypto.com App Services and Crypto.com Web Services, you authorise us to undertake electronicidentity verification checks on you, either directly or using relevant third party service providers.

4.8. Notwithstanding any Terms hereunder or your successful completion of the signing up process in accordance with Clause 4.2 above, users located in particular countries, states, jurisdictions or geographical locations are specifically prohibited from using certain features within the Crypto.com App Services and Crypto.com Web Services based on our geo-restrictions from time to time. You further represent and warrant that in relation to the use of CSCs on the Crypto.com App and Crypto.com Web or any of the Crypto.com App Services and Crypto.com Web Services, you are not located in, under the jurisdiction of, or a nationalor resident of any of the countries, states, jurisdictions or geographical areas listed here**.**

5. THE CRYPTO.COM APP AND CRYPTO.COM WEB

5.1. The Crypto.com App gives you interactive access to your Digital Asset Wallet, including allowing you to perform one or more of the following actions:

(a) view the balance and Transaction History of your Digital Asset Wallet;

(b) obtain instructions on how to load your Digital Asset Wallet;

(c) request for a Digital Asset Transfer from your balance held in your Digital Asset Wallet;

(d) request a Digital Asset Conversion; and

(e) request an AUD to DA Conversion.

5.2. Crypto.com Web gives you interactive access to the Crypto.com Web Services, including allowing you to perform one or more of the following actions:

(a) view the balance and Transaction History of your Digital Asset Wallet;

(b) obtain instructions on how to load your Digital Asset Wallet;

(c) request for a Digital Asset Transfer from your balance held in your Digital Asset Wallet;

(d) request a Digital Asset Conversion; and

(e) request an AUD to DA Conversion.

You may also access some services and products which are offered by Affiliates of Foris DAX AU Pty. Ltd. via Crypto.com Web, such services and products are governed by separate sets of terms and conditions. Please note that you may not have access to the full functionality of the Crypto.com App on Crypto.com Web. We may, in our sole discretion, impose certain Transaction limits on Crypto.com Web that may differ from the limits prescribed on the Crypto.com App. We reserve the right to change such limits without notice to you.

5.3. Subject always to your continuing compliance with these Terms, we grant to you a limited, non-transferable, non-exclusive licence to use the Crypto.com App and Crypto.com Web insofar as owned by or licensed through us on your Enabled Device and only for your own purposes,on and subject to these Terms. All other rights not expressly granted to you are reserved. Some software components used in the Crypto.com App and Crypto.com Web may be offered under an open source or other licence as we may notify to you, in which case your use of those components of the Crypto.com App and Crypto.com Web shall be governed by such licence terms to the extent only of any inconsistency between these Terms and those licence terms.

5.3 Fees and account balances in the Crypto.com App and Crypto.com Web are not rounded, however, they maybe displayed to you as rounded up or down to the nearest four decimal places.

5.4 You acknowledge and agree that your use of the Crypto.com App Services and Crypto.com Web Services is at all timessubject to your compliance with these Terms.

6. YOUR DEVICE

6.1 You acknowledge and agree that, in connection with your use of the Crypto.com App and Crypto.com Web,you shall be responsible for the following, at your own cost:

(a) obtaining and installing all hardware, software and communications services necessary for your use of the Crypto.com App and Crypto.com Web in accordance with these Terms;

(b) installing antivirus or other mobile security software on your Enabled Device to protect

against any security or other vulnerabilities which may arise in connection with your use of the Crypto.com App and Crypto.com Web in accordance with these Terms; and

(c) installing updates and patches for the Crypto.com App and Crypto.com Web and your Enabled Device in aprompt and timely manner.

6.2. Without prejudice to the foregoing and any other terms in these Terms, we assume that any and all Instructions received from your Enabled Device have been made by the rightful owner. You are solely responsible and liable for keeping your Enabled Device safe and for maintaining adequate security and control of your login and authentication details (including, but not limited to, your username and password), and shall likewise be solely responsible for any access to and use of the Crypto.com App and Crypto.com Web and the Services through yourEnabled Device, including where that such access and/or use may have been effected without your knowledge, authority or consent. We will not be liable to you for any loss or damage resulting from such access and/or use except in the very unlikely event that, and to the extent that, the loss or damage was caused by our mistake, fraud, negligence or wilful misconduct or the mistake, fraud, negligence or wilful misconduct of our employees, officers, contractors or agents.

6.3. Should you discover that your Enabled Device is lost or stolen or has been accessed or used in an unauthorised way, you shall notify us of the loss or theft, or unauthorised access or use, via live Crypto.com in-app chat or at https://chat.crypto.com/. In addition, where your Enabled Device has been accessed or used in an unauthorised manner, you should, as soon as possible, reset the login and authentication details on your Enabled Device.

7. TOP-UPS TO DIGITAL ASSET WALLET AND DIGITAL ASSET TRANSFERS

7.1. Top-ups to your Digital Asset Wallet from an External Wallet

(a) You may load Digital Asset(s) to your Digital Asset Wallet by effecting a transfer of such Digital Asset from any external wallet to the relevant address for your Digital Asset Wallet, which will be available on the Crypto.com App and Crypto.com Web.

You acknowledge and agree that it is your responsibility to ensure that: (i) the correct address, memo and destination tag for your Digital Asset Wallet (as reflected on the Crypto.com App and Crypto.com Web) is entered whenyou effect a transfer of Digital Asset from your external wallet to your Digital Asset Wallet; and (ii) only the Digital Assets that are supported by the Digital Asset Wallet will betransferred to your Digital Asset Wallet.

(b) You also acknowledge that: (1) the transfer of any Digital Asset to an incorrect address (i.e. an address other than the correct address for your Digital Asset Wallet); or (2) the transfer of any type of Digital Asset that is not supported by the Digital Asset Wallet will result in the irreversible loss of such Digital Asset. We shall bear no liability for any such loss of Digital Assets except in the very unlikely event that, and to the extent that, the loss of Digital Assets is caused by our mistake, fraud, negligence or wilful misconduct, or the mistake, fraud, negligence or wilful misconduct of our employees, officers, contractors or agents.

(c) Once you effect a transfer of Digital Assets from your external wallet to your Digital Asset Wallet, and the on-chain transaction is complete, we are required to credit your Digital Asset Wallet accordingly. A transfer of Digital Asset to your Digital Asset Wallet is

deemed confirmed when the balance of your Digital Asset Wallet (as reflected in the Crypto.com App and Crypto.com Web) has been updated to reflect such transfer.

(d) Crypto.com reserves the right to reject any transfer of Digital Asset to your Digital Asset Wallet where such rejection is based on our legitimate business interests. In such a scenario, the relevant Digital Asset will not be credited to your Digital Asset Wallet and Crypto.com will effect a transfer of the same amount of the relevant Digital Asset, less any applicable fees, back to the address from which it was sent.

7.2. Digital Asset Transfers

(a) You may transfer any Digital Asset from your Digital Asset Wallet to a specified external address or to another Crypto.com App and Crypto.com Web user via the Crypto.com App and Crypto.com Web, with the exception ofcertain Digital Assets which are not supported in respect of Digital Asset Transfers, as determined by Crypto.com having regard to its legitimate business interests, and subject to change from time to time by Crypto.com based on those interests.

(b) Crypto.com processes all Digital Asset Transfers according to the Instructions received from you and does not guarantee the identity of any recipient. You should verify all transaction information prior to submitting Instructions for a Digital Asset Transfer to Crypto.com as the Digital Asset Transfer may not be cancelled or reversed once processedby Crypto.com unless Crypto.com, acting reasonably, decides that the transaction should be cancelled or reversed and is technically capable of such cancellation or reversal. You acknowledge and agree that you are responsible for ensuring the accuracy of any Instructions submitted to Crypto.com and that any errors may result in the irreversible loss of your Digital Asset.

(c) You agree to have sufficient Digital Asset in the Digital Asset Wallet prior to instructing Crypto.com to effect any Digital Asset Transfer. If your Digital Asset in your Digital Asset Wallet is not sufficient to cover the amount required for Crypto.com to complete the Digital Asset Transfer, Crypto.com will not proceed to effect the Digital Asset Transfer and Crypto.com is under no obligation to attempt to fulfil your Digital Asset Transfer using an alternative method of transfer. You hereby authorise us to debit your Digital Asset Wallet(s) for the full amount required for Crypto.com to complete the Digital Asset Transfer.

(d) We have no control over, or liability for, the delivery, quality, safety, legality or any other aspect of any goods or services that you may purchase or sell to or from a third party. We are not responsible for ensuring that a third party buyer or a seller you transact with will complete the transaction or is authorised to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using Digital Assets transferred from your Digital Asset Wallet, or if you have a dispute with such third party, you should resolve the dispute directly with that third party.

8. FIAT TO DA CONVERSIONS

8.1. When effecting an AUD to DA Conversion, you are buying such Digital Asset from Crypto.com directly. In this capacity, Crypto.com will be dealing as a principal on its own account and will not be acting as an intermediary or marketplace between other buyers and sellers of Digital Asset.

8.2. For an AUD to DA Conversion to be effected, you may effect a payment to Crypto.com via:

(a) your Eligible Card by providing your Eligible Card details, as well as the relevant amount to be converted, through the Crypto.com App and Crypto.com Web. In such case, you acknowledge and agree that the transfer of AUD will depend on the performance of such transfer by your bank or payment card issuer(s). Upon Crypto.com's receipt of confirmation that such Eligible Card transaction has been authorised, Crypto.com will credit the relevant amount of DigitalAsset to your Digital Asset Wallet;

(b) a Third-Party Digital Wallet Application, if you already have an Eligible Card linked in such Third-Party Digital Wallet Application on your Enabled Device, through the Crypto.com App and Crypto.com Web. Upon Crypto.com's successful confirmation and authentication of such Eligible Card transaction has been authorized, Crypto.com will credit the relevant amount of Digital Asset to your Digital Asset Wallet; or

(c) such other additional payment methods or payment instruments that Crypto.com may from time to time approve.

You agree that only payment instruments which are issued to and/or registered inyour name will be used to effect payments to Crypto.com for AUD to DA Conversions.

8.3. All AUD to DA Conversions are irreversible and final once you have provided the relevant Instructions and/or payments to Crypto.com and you may not change, withdraw or cancel the authorisation to us as applicable to complete any pending or partially completed transactions. We shall not be liable for any partially completed transactions ordelays in the processing of your instructions, or inability to process your instructions due to delay, failure or interruption in, or unavailability of a Third-Party Digital Wallet Application. If your payment is not successful or if your payment instrument has insufficient funds, you authorise us, at our discretion, either tocancel the transaction or to debit your other payment instruments for any amount necessary to complete the transaction.

8.4 We reserve the right to cease any Third-Party Digital Wallet Application functionality enabled in the Crypto.com App and Crypto.com Web at our sole discretion, having regard to our legitimate business interests. We will seek to give you as much notice of the cessation as is reasonably practicable but there may be occasions where we may do this with little or no prior notice to you.

8.5 We do not guarantee the availability of any exchange rate.

8.6 You shall be responsible for any fees charged by your payment 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 youare in doubt, please check with your payment card issuer prior to the purchasing of any Digital Assets.

8A. **Purchase and use of Gift Cards**

8A.1 Crypto.com partners with third party gift card providers ("**Gift Card Providers**") to offer gift cards, gift certificates, and other forms of prepaid access and stored value (each a "**Gift Card**") which you may purchase via the Crypto.com App. Prior to purchasing a Gift Card, please

check and be aware of any expiry date, jurisdiction limitation and any disclaimers given by the issuer of the Gift Card ("**Gift Card Issuer**") or the Gift Card Providers. It is your responsibility to carefully read and observe all terms, conditions, and disclosures relating toyour purchase and use of the Gift Card. Except where required by Applicable Laws, we areunable to refund a Gift Card under any circumstance that is not set forth herein. After youpurchase a Gift Card, you will receive the redemption instructions via email at the email address that you last provided to us through appropriate channels and as evidenced in our records ("Gift Card Redemption Instructions"). You may then redeem the Gift Card in accordance with the Gift Card Redemption Instructions.

8A.2 For a Gift Card that has been delivered to you via email or the Crypto.com App, unless we made a mistake by selling you a Gift Card that is not redeemable in the countries listed, we shall not be obliged to and will not refund to you the purchase value of the Gift Card. Please be aware that certain Gift Cards may only be redeemed within specified jurisdictions.

8A.3 For a Gift Card that is unable to be delivered to you after payment has been received by us due to system failure or if the Gift Card is out of stock or unavailable at the time of the transaction, we shall refund to you the purchase value of the Gift Card in full.

8A.4 Your order and use of the Gift Card is fulfilled and delivered by the Gift Card Providers,if you encounter any issues arising from the Gift Card, including the redemption of the Gift Card, we will assist you in contacting the Gift Card Provider to resolve the issues. Notwithstanding the foregoing, we shall not be responsible for the delivery or your use of or redemption of the Gift Card.

8A.5 The risk of loss and title for Gift Cards pass to you upon the electronic transmission or transfer of the Gift Card to you or the designated recipient. You are solely responsible for safeguarding the Gift Card from unauthorised use and Crypto.com shall not be responsible if any Gift Card is lost, stolen, destroyed, or otherwise used without your permission. You agree that the Gift Card Provider and/or the Gift Card Issuer are responsible for any local requirements that relate to the respective Gift Card(s) that they provide, issue, or otherwise make available and that any discrepancy associated with such local requirements shall be disputed between you and the Gift Card Provider and/or Gift Card Issuer.

8A.6 In the event that a Gift Card Provider or Gift Card Issuer assigns the benefit of its credits to a third party, is declared insolvent, or has appointed or arranged to appoint a receiver or trustee in bankruptcy to take charge of all or part of its property and is therefore unable to fulfil your use or redemption of the Gift Card, except as expressly stated herein or otherwise provided by any Applicable Laws' consumer protection regime, Crypto.com shall not be obliged to and will not refund to you the purchase value of the Gift Card and there is a chance that you are unable to recover any amount from the Gift Card Provider or Gift Card Issuer.

8B. **Purchase and use of mobile airtime**

8B.1 Crypto.com offers a feature within the Crypto.com App that enables users to top up a prepaid phone number by purchasing mobile airtime with specific types of Digital Assets ("**Pay Airtime**"). Prior to purchasing Pay Airtime, please check and be aware of the restrictions and/or limitations regarding the purchase and use of Pay Airtime. It is your sole responsibility to carefully read and observe all such restrictions and/or limitations, we shall not be obliged to and will not offer any refund due to your negligence or oversight in observing any

restrictions and/or limitations regarding the purchase or use of Pay Airtime. After you purchase Pay Airtime, you will receive a confirmation email to your registered email address in our records. The confirmation email acts as a record of the purchase and may include redemption instructions ("**Pay Airtime Redemption Instructions**") depending on your network operator. You may then redeem the Pay Airtime in accordance with the Pay Airtime Redemption Instructions.

8B.2 It is your sole responsibility to ensure the accuracy and correctness of the necessary information to enable your use of Pay Airtime, including, but not limited to, the phone number, the country, the network operator and the amount of the top-up. We shall not be responsible for any consequences arising from the inaccuracy or incorrectness of any information provided by you.

8B.3 For Pay Airtime that is unable to be redeemed after payment has been received by usdue to our system failure, we shall refund to you the purchase value of the Pay Airtime in full.

8B.4 The purchase and use of Pay Airtime is enabled by your network operator. If you encounter any issues arising from Pay Airtime including the activation of the Pay Airtime, we will use reasonable endeavours to assist you to contact your network operator to resolve the issues, and it is in the sole discretion of your network operator to determine how to correct the issues. With regards to such issues, we shall not be obliged to and will not refund to you the purchase value of the Pay Airtime.

8C. **Crypto.com Pay**

8C.1 Crypto.com offers a payment solution within the Crypto.com App that enables users to send Digital Assets to other users and pay qualifying merchants with the Digital Asset of their choice ("**Crypto.com Pay**"). A receipt will be sent to your registered email address once a Crypto.com Pay transfer or purchase has been confirmed.

8C.2 If you pay for a purchase via Crypto.com Pay with CRO, you may be entitled to receivea certain amount of CRO back ("Pay Rewards") via the Crypto.com App after you have successfully completed your qualifying purchase from a qualifying merchant using Crypto.com Pay. This entitlement and the corresponding amount of Pay Rewards is contingent upon the merchant of record and the amount of CRO you have Locked up.
Crypto.com reserves the right to not process a payment for any reason, refuse to pay anyPay Rewards or add, remove or change the list of qualifying merchants having regard to its legitimate business interests.

8C.3 All refunds will be made in CRO regardless of the type of Digital Asset you may have used to pay for your Crypto.com Pay purchase. All refunds will be subject to a handling feeof 10 CRO, unless otherwise stated. Refunds below 10 CRO or its equivalent will not be processed, except where required by Applicable Law.

8C.4 At any given time Crypto.com, acting reasonably based on the Pay Rewards conditions that apply at that time, will determine whether Pay Rewards shall be granted or whether you shall be eligible for any refund. If you believe that you are entitledto any unreceived Pay Rewards, or your transaction is otherwise eligible for a refund, please contact us via live Crypto.com in-app chat or at https://chat.crypto.com/.

Trading Tools and API Integrations

8D.1 Use of Trading Tools

You may utilise various trading tools and integrations ("Trading Tools") to submit trade instructions to the Crypto.com App.

Trading Tools may include:

- proprietary automated trading bots
- application programming interface (API) integrations, e.g. with conversational or automated agents;
- integrations with third-party messaging platforms; and
- other user-authorised software tools,

each of which may interact with the Crypto.com trading APIs to transmit instructions determined or approved by You.

Trading Tools operate solely as a technical means of transmitting Your instructions to the Crypto.com App and do not constitute a separate investment service.

8D.2 Authorised Instructions

You agree that:

(a) any instruction submitted via a Trading Tool that has been authorised by You (including through an API key generated within the Crypto.com App) constitutes a valid and binding instruction from You;

(b) Trading Tools execute instructions based solely on parameters, commands, or confirmations provided or approved by You;

(c) Crypto.com does not provide investment advice, recommendations, or discretionary portfolio management through any Trading Tool; and

(d) all trades executed via Trading Tools are conducted on an execution-only basis under these Terms.

8D.3 API Keys and Credential Responsibility

Where a Trading Tool operates using an API key or similar authentication credential generated by You:

(a) You are responsible for safeguarding such credentials;

(b) any instruction submitted using a valid API key associated with Your account shall be treated as authorised by You, except where otherwise required under applicable law;

(c) You may revoke or disable API access at any time through the Crypto.com App.

8D.4 Trading Subaccounts and Scope of Authority

Where a Trading Tool is linked to a designated Trading Subaccount:

(a) such Trading Tool shall only have authority to execute trades against the balance held in that subaccount;

(b) Trading Tools shall not have authority to withdraw funds or transfer assets between accounts;

(c) transfers of funds between subaccounts and your primary account must be performed directly within the Crypto.com App and subject to applicable authentication requirements.

8D.5 Third-Party Infrastructure and Operational Risk

Certain Trading Tools may rely on third-party infrastructure, messaging platforms, or open-source software components that are not owned or controlled by Crypto.com.

You acknowledge that availability, latency, transmission timing, and system functionality may be affected by factors beyond Crypto.com's reasonable control.

Nothing in this section limits liability where such limitation is not permitted under applicable law.

8D.6 Suspension and Risk Controls

We reserve the right to suspend, restrict, disable, or revoke access to any Trading Tool, including any supported integrations, at our sole discretion, including but not limited to where we determine, at our sole discretion, that:

- security concerns arise;
- abnormal or suspicious activity is detected;
- operational or regulatory requirements necessitate such action; or
- continued access may expose Users or the Platform to material risk.

8E. Crypto Basket

8E.1 Crypto Basket is a pre-specified bundle of individual Digital Assets that a customer may purchase. Each Digital Asset in the specific Crypto Basket constitutes a specific percentage of the total value of the Crypto Basket ("**Weight**"). By purchasing a Crypto Basket, you purchase each of the Digital Assets identified in that Crypto Basket and the amount of each Digital Asset purchased is equal to that Digital Asset's Weight. You will be able to determine the value of each Crypto Basket Purchase, but not the respective Weights of each Digital Asset within a Crypto Basket. The Digital Assets and Weights for each Crypto Basket are pre-selected and cannot be modified.

8E.2 We reserve the right to remove any particular Digital Asset in a Crypto Basket, replace a Digital Asset in a Crypto Basket, or cease offering a Crypto Basket at any time without notice to you and in each case in our sole discretion. We may do so in situations including, but not limited to, the following:

(a) When a certain Digital Asset in a Crypto Basket is delisted from the Crypto.com App;

(b) When a certain Digital Asset in a Crypto Basket is rebranded by the blockchain protocol issuing the Digital Asset and re-issued as another Digital Asset by the same blockchain protocol, and we decide to support the rebranding by listing the new Digital Asset on the Crypto.com App.

8E.3 If a Digital Asset is removed from a Crypto Basket and not replaced, the Weights of each remaining Digital Asset shall be determined by us and you will receive notification of the change. To be clear, any Digital Asset that is removed from a Crypto Basket after you purchase the Crypto Basket will not be removed from your Crypto Wallet. Any changes in the composition of a Crypto Basket will only affect subsequent purchases.

8E.4 From time to time, we may update pre-defined Crypto Baskets to reflect asset availability. If you hold the relevant Crypto Basket at the time of update, you will receive a notification prompting you to upgrade to the updated Crypto Basket version. Accepting the upgrade constitutes your authorization to execute the necessary purchases and sales of the individual Digital Assets to align your holdings with the new Crypto Basket configuration. You acknowledge and accept that upgrading may result in transaction fees, taxes, or other applicable costs.

8E.5 If a new version of a Crypto Basket is released, subsequent purchases via the outdated Crypto Basket will be unavailable. Any subsequent purchases must be via the updated Crypto Basket.

8E.6 For more information on the different categories of Crypto Baskets please visit this FAQ page here.

No investment advice or asset management

8E.7 Crypto Baskets are not intended to be, and should not be construed as, an investment advisory or asset management service. You acknowledge that the availability of Crypto Baskets does not constitute personalized financial, or investment advice, tailored to your specific needs or financial situation.

8E.8 The Digital Asset combinations in each Crypto Baskets are pre-selected based on predefined criteria, such as market capitalization or sector, and are available for all users to view and select from. Each Crypto Basket carries its own risk profile. You are advised to do your own research on not just the individual Digital Assets within a Crypto Basket, but also the holistic risk profiles of each Crypto Basket, before making a decision on whether you wish to purchase a particular Crypto Basket.

8E.9 You are solely responsible for your financial decisions, including the decision to purchase, hold, or sell any Crypto Baskets, and we make no representations regarding the suitability of any Crypto Basket for any particular user or segment of users.

8E.10 By purchasing a Crypto Basket, you understand and agree that you are selecting from available Crypto Baskets independently and without reliance on us for any individual financial advice or guidance.

Rebalancing

8E.11 Rebalancing is an **optional** functionality allowing you to pre-authorize purchases and sales of individual Digital Assets to maintain the relative weights of each Digital Asset within a Crypto Basket at the default Weights ("**Rebalancing**"), as the relative weights may change and diverge from the default Weights over time due to changes in the underlying value of each Digital Asset and other activities subsequent to your purchase of the Crypto Basket. Rebalancing is simply a tool to pre-authorize purchases and sales of the specified Digital Assets in a given Crypto Basket at selected intervals.

8E.12 Rebalancing will be enabled by default unless you choose to disable it. If you do not disable Rebalancing, better-performing assets are redistributed to lower-performing ones because Rebalancing is based on the market value of each asset, which changes over time. You have the option to disable Rebalancing at any time. For more information on how Rebalancing works, please visit this FAQ page here.

No active or passive management

8E.13 Rebalancing is a fully automated process that executes your recurring pre-authorized transactions to maintain the Digital Asset Weights within the Crypto Basket. We do not actively or passively manage, monitor, or optimize the performance of, Digital Assets within any Crypto Basket. Rebalancing is carried out without regard to your specific personal financial circumstances or goals.

8E.14 You acknowledge and agree that we do not provide active or discretionary portfolio management services when we perform Rebalancing. Our role is limited to executing

automated, periodic Rebalancing based solely on the predetermined Weights of each Digital Asset within the Crypto Basket and your instructions pre-authorizing the transactions. We do not offer any personalized advice or take any actions aimed at optimizing the performance of any particular Crypto Basket.

8E.15 Your responsibility and risks

(a) You understand and agree that Rebalancing is not a guarantee of improved financial performance or risk mitigation.

(b) You bear full responsibility for the decision to enable or disable Rebalancing and understand that market conditions may impact the effectiveness of Rebalancing strategies.

(c) We make no representations or guarantees about the current or future performance of any Rebalanced Crypto Basket or the relative performance of any particular Crypto Basket whether Rebalancing is disabled or not.

Recurring Buy

8E.16 Recurring Buy is an optional functionality that enables you to pre-authorize automatic periodic purchases of a specified amount of a Crypto Basket at predetermined intervals. By enabling Recurring Buy, you expressly authorize and instruct us to execute your purchase of the Crypto Basket at the prevailing market values of the Digital Assets comprising the Crypto Basket at the time each scheduled Recurring Buy purchase occurs. You may enable or terminate the Recurring Buy instructions at any time.

8E.17 You are responsible for ensuring that adequate funds or other acceptable means of payment are available to cover each scheduled Recurring Buy transaction. Transactions will not be executed if your designated payment method is unable to successfully process the payment, and we bear no responsibility or liability for missed purchases resulting from such payment failures. We reserve the right, at our sole discretion, to modify, suspend, or discontinue the Recurring Buy feature at any time. Any such modification or termination will not affect previously executed transactions.

8E.18 Recurring Buy is provided solely as a convenience tool and does not constitute investment advice, financial planning, or asset management. We make no warranties, representations, or guarantees regarding the effectiveness, profitability, or risk mitigation of Recurring Buy. You remain solely responsible for overseeing and managing your Recurring Buy settings and understanding the associated risks.

Custom Basket Builder

8E.19 In addition to the pre-specified Crypto Basket as described above, you may also use our Custom Basket builder tool to create your own custom Crypto Basket(s) by choosing specific Digital Assets, setting their Weights, and determining the rebalancing frequency ("**Custom Basket**").

8E.20 An optional platform tool is available, allowing you to objectively filter Digital Asset selections based solely on criteria you specify, such as Digital Asset categories, ranges of

market capitalization, transaction volume and price volatility, and intended holding period. Following filtering, you retain complete discretion and control to review, modify, confirm, and activate your Custom Basket. This feature is provided strictly for convenience and informational purposes and does not represent any recommendation, endorsement, or advisory service. You acknowledge and agree that you remain solely responsible for evaluating, selecting and configuring all Digital Assets in your Custom Basket and determining their suitability for you.

8E.21 You may update the composition of your Custom Basket at any time. Making changes to a Custom Basket constitutes your authorization to execute the necessary purchases and sales of the individual Digital Assets to align your holdings with the updated Custom Basket configuration. You acknowledge and accept that this may result in transaction fees, taxes, or other applicable costs.

Stakeable Baskets

8E.22 In addition to regular pre-specified Crypto Baskets, you may be offered the option to purchase pre-specified "**Stakeable Baskets**". Stakeable Baskets are comprised solely of Digital Assets that are eligible for participation in the Staking Services provided by the relevant Affiliate or third-party service provider. Upon purchase of a Stakeable Basket, each constituent Digital Asset is staked subject to the Staking Services as described in the Staking Services Terms and Conditions applicable in your jurisdiction (here) ("**Staking Services Terms**"), which you must accept prior to purchase. You acknowledge and agree that the provision of Staking Services is solely the responsibility of the relevant Affiliate or third-party service provider.

8E.23 When you submit an instruction to redeem/sell a Stakeable Basket, the redemption/sale process will be coordinated following the expiry of the longest applicable unbonding period within the basket, even if each Digital Asset's native on-chain protocol may prescribe different unbonding periods. This coordinated approach aims to deliver the full proceeds of the basket in a single redemption to you.

Alternatively, and subject to availability, you may choose to use the Instant Unstake feature, as defined and described in the Staking Services Terms. If you elect to do so, the relevant fees will apply as set out in those terms.

8E.24 You may not buy, sell, redeem, or otherwise transact in the individual Digital Assets within a Stakeable Basket. All instructions to purchase or sell/unstake apply to the entire basket.

8E.25 Your use of Stakeable Baskets is subject to your acceptance of the Staking Services Terms. In the event of any inconsistency between these Terms and the Staking Services Terms, the Staking Services Terms shall prevail to the extent of the inconsistency.

8F. Digital Asset Wrapping Service

8F.1 The Digital Asset Wrapping Service ("**DA Wrapping Service**") is a service facilitated by us, our Affiliates and/or third-party service providers (the "**DA Wrapping Service Providers**") that gives eligible persons the option to make transfers of Digital Assets to and from external wallets on supported non-native protocols ("**Outbound Transfers**" and

"**Inbound Transfers**" respectively) by directing Crypto.com to wrap, or unwrap to redeem, such Digital Assets into or out of a token that is compatible with such protocols. The wrapped tokens are referred to as "**WDA**".

8F.2 Digital Asset Wrapping Service:

(a) WDA cannot be held on the Crypto.com platform and is only made available to you by us in connection with an Outbound Transfer of underlying Digital Asset to an external wallet on a supported non-native protocol. Any WDA deposited to your Digital Asset Wallet from an external wallet address will be automatically converted to the underlying Digital Asset in accordance with the conditions set forth below. Requests to wrap your underlying Digital Asset and effectuate an Outbound Transfer of WDA to an external wallet may not be processed immediately.
(b) WDA represents the right to redeem the underlying Digital Asset via the Crypto.com platform subject to these terms. The underlying Digital Asset backing the WDA will be held by or on behalf of us by the custodians or third-party service providers that we may use to store or secure the same. Selling or otherwise transferring WDA automatically transfers the right to redeem the equivalent underlying Digital Asset and exposes the recipient to the attendant risk of the underlying Digital Asset, subject to these Terms.
(c) By holding the WDA, you acknowledge and agree that you do not have a contractual relationship with any custodian or third-party service provider that stores or secures the underlying Digital Asset. Redemption is not possible directly through the custodian or any third party. Holding WDA does not imply or confer any ownership interest, rights, or entitlements to the underlying Digital Asset, including any rights to direct custody or control of the Digital Asset backing the equivalent WDA tokens. WDA holders only have a right to redeem WDA for the underlying Digital Asset via the Crypto.com platform subject to these Terms.
(d) WDA may be compatible with protocols or other software or technology provided by third parties.

8F.3 Unwrapping/Redemption of WDA.

(a) If you initiate an Inbound Transfer of WDA to your Digital Asset Wallet and you satisfy the eligibility requirements, we will automatically unwrap such WDA and deposit the underlying Digital Asset to your Digital Asset Wallet, thereby redeeming your WDA for the underlying Digital Asset. Requests may not be processed immediately.
(b) Additionally, we may, in our reasonable discretion, (i) pause redemptions of WDA for the underlying Digital Asset if there is a significant dislocation in the external market price of WDA relative to the underlying Digital Asset that, in our sole discretion, suggests that the protocols, technology or security features supporting WDA, including but not limited to those used for the minting and burning of WDA, have been compromised, or (ii) refuse a redemption request if we suspect that the WDA being presented for redemption was acquired through fraudulent means.
(c) Pursuant to these terms, a holder of WDA has the right to redeem the underlying Digital Asset, which is backed by the underlying Digital Asset custodied by or on behalf of us. In the event of a shortfall in the amount of the underlying Digital Asset custodied by or on behalf of us and/or the third-party service provider for the purposes of backing the WDA, our liability vis-a-vis any holder of WDA will be limited to such holder's pro rata share of the shortfall amount.

8F.4 Crypto.com may charge a fee in connection with a request to mint or unwrap/redeem WDA, and any such fee will be disclosed to you at the time you initiate such request.

8F.5 We reserve the right to treat any version of supported WDA that has been re-wrapped or otherwise created by a third party (e.g., via a third-party wrapper or bridge to an unsupported network) ("**Third Party Wrapped WDA**") as an unsupported Digital Asset. That means that we may refuse or be unable to redeem any Third Party Wrapped WDA that is sent to your Digital Asset Wallet for the underlying Digital Asset, which may result in irreversible loss of such Third Party Wrapped WDA. Do not send Third Party Wrapped WDA to your Digital Asset Wallet.

8F.6 Risks. In addition, you understand, agree and accept the following risks associated with electing to use the DA Wrapping Service:

(a) The external price of WDA could diverge from the price of the underlying Digital Asset because of market fluctuations, which may be affected by the actions or inactions of market makers or other market participants who receive loans or other incentives to purchase WDA. In case of a significant price dislocation, Crypto.com may exercise its right to pause redemptions.
(b) Crypto.com does not guarantee that wrapping the underlying Digital Asset will result in a successful exchange or sale of WDA, and will not have any obligation to backstop or otherwise intervene to guarantee WDA liquidity.
(c) Crypto.com does not guarantee the security or functionality of any third-party protocol, software or technology intended to be compatible with WDA and is not responsible for any losses of WDA due to the failure of third-party protocol, software or technology.

9. OTHER PROVISIONS APPLICABLE TO OUR SERVICES

9.1. Without limiting clause 2, Crypto.com reserves the right to refuse to process or to cancel any pending request from you for any Transaction for purposes of compliance with Applicable Law and for the purposes of compliance with its legitimate business interests.

9.2. Crypto.com securely stores 100% of all Digital Asset private keys in our control in a combination of online and offline storage. As a result, it may be necessary for Crypto.com to retrieve this information from offline storage in order to facilitate a Transaction in accordance with your Instructions, which may delay the initiation or crediting of such Transaction for 48 hours or more. As a user of the Crypto.com App Services and Crypto.com Web Services, you accept therisk that a Transaction facilitated by Crypto.com may be delayed for this reason and you agree not to hold Crypto.com responsible for any loss or damage arising out of or related to delay for this reason.

9.3. It is your sole responsibility to determine whether, and to what extent, any Taxes apply to any transactions associated with your receipt or transfer of Digital Assets, and/or to the Transactions you conduct, and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate tax authorities. Your Transaction History is available through the Crypto.com App and Crypto.com Web. We are not obligated to, nor will we determine whether, and to what extent, Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

9.4. The loading of Digital Asset to your Digital Asset Wallet and/or any Transaction are subject to limits imposed by Crypto.com (as may be amended from time to time by Crypto.com having regard to its legitimate business interests, for example, fraud mitigation and other risk management considerations to mitigate the risk of Crypto.com or you suffering financial loss). Such limits are set out in the Crypto.com App and Crypto.com Web but Crypto.com may apply different limits to you specifically, having regard to its legitimate business interests as explained above. We may also require you to submit additional information about yourself or anyTransaction you have effected.

9A. **FORK**

9A.1 You acknowledge and agree that the underlying protocols of the Digital Assets' 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 acknowledge and agree 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 the your Digital Asset Wallet.

9A.2. If a Fork occurs, it will result in the creation of a new Digital Asset (the "**New Forked Asset**") related to an existing Digital Asset (the "**Prior Asset**"). You further 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 we hold in your Crypto.com account, and that the New Forked Asset and/or Prior Asset may have minimal or no value.

9A.3 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 temporarily suspend or amend any Crypto.com App Services and Crypto.com Web Services or any Digital Assets for an extended period of time (with or without advance notice to you) until we have determined (having regard to our legitimate business interests) that such functionality can be restored. We may also determine, having regard to those legitimate business interests, whether or not to support the Forked Network(s) and who should have ownership or receive New Forked Assets and/or benefits (if any). 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 Fork. In the event that Crypto.com decides not to support any such New Forked Network ("**Unsupported Forked Network**"), the Digital Assets offered by such Unsupported Forked Networks will not be made available to you. Notwithstanding the foregoing, we may, obtain and retain the New Forked Assets offered by such Unsupported Forked Network as property belonging solely to Crypto.com.

9A.4 You 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 trade the New Forked Asset on the Crypto.com App and Crypto.com Web or otherwise on our platform; and you may lose any value associated with such New Forked Asset.

9A.5 If we determine not to support a New Forked Asset, we may, having regard to our legitimate business interests:

(i) obtain and retain the New Forked Asset as property belonging to us; or

(ii) make the New Forked Asset available to you on a one-time basis, based on your holding of the Prior Asset at the time of the Fork, subject to the withholding and retention

by us of an amount reasonably calculated to fairly compensate us for the cost of making such New Forked Asset available and subject to our withdrawal procedures.

We will notify you only if we elect to permit a one-time withdrawal pursuant to (ii) above.

9A.6 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 an Unsupported Forked Network, except to the extent that the loss or damage is caused by our mistake, fraud, negligence or wilful misconduct, or the mistake, fraud, negligence or wilful misconduct of our employees, officers, contractors or agents.

9A.7 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 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.

9B. **ACCOUNT PROTECTION PROGRAM**

9B.1 If we determine there has been an Unauthorised Transaction, wemay provide relief to you ("**APP Relief**") subject to the remainder of this Clause 9B and your continued adherence to these Terms.

9B.2 APP Relief shall not be available with respect to Crypto.com Pay and the Crypto.comVisa Card.

9B.3 You must satisfy all conditions imposed by Us under the Terms and as further clarifiedin the FAQs, as may be updated from time to time, in order to be eligible for consideration for APP Relief. These conditions are not contractual rights given to you. They are the terms on which we may decide to make our discretionary APP Relief available.

9B.4 To assess your eligibility for APP Relief, we may request for relevant information and documents from you or any other third party sources. By providing such information, you give your consent to us and our respective representatives or agents to collect, use, store, transfer and/or disclose the information, to or with all such persons (including any member of Crypto.com or any third party service provider, and whether within or outside of Australia) for the purpose of enabling us to assess your eligibility for APP Relief.

9B.5 We will determine whether you should obtain relief and the quantum of such relief (up to the maximum amounts specified under Clause 9B.8). Our determination is final. In accepting any APP relief, you also agree that (i) we reserve the right to set off any outstanding funds that you may owe us and (ii) you waive any claims or rights you may have against us for the full value of the Unauthorised Transaction. We also reserve the right to rescind full or partial payments made pursuant to this APP, or to take any other actions against you if we subsequently reasonably determine that any information that you have provided was untrue, or that your conduct involved bad faith, dishonesty, or fraud.

9B.6 If we make a determination in your favour, we maintain any and all rights under these Terms which are consistent with that determination. Notwithstanding the rest of this Clause 9B, You hereby agree that we shall not be deemed to have waived our rights under clauses 3.2, 6.2, 14.1 and 17.2(v) and that all such Terms remain in full force and effect in relationto all other Transactions and AUD Withdrawals.

9B.7 If we determine that you should obtain relief under this section, we may calculate your relief as follows, subject to the upper limit set out in clause 9B.8:

(a) In the case of a Transaction which is an Unauthorised Transaction, we will give you the amount of the relevant Digital Asset or other Digital Asset at our discretion that is up to the amount that was lost, reduced by any Digital Assets / funds which may be recovered.

(b) In the case of AUD Withdrawal that is an Unauthorised Transaction, we will give you the amount that is up to the amount of that Unauthorised Transaction. This is regardless of whether the exchange rate of that currency relative to any other currency has changed since the date of the Unauthorised Transaction.

9B.8 The APP Relief is:

(a) in the case of Digital Assets, a maximum of USD 250,000 calculated at our discretion by reference to the USD price of those assets, either:
  (i) as of the date of the Unauthorised Transaction; or
  (ii) as at the date that APP Relief is disbursed.

(b) in the case of fiat currency, maximum of:

  (i) USD 250,000 if USD was the currency subject to the Unauthorised Transaction or transfer; or
  (ii) the equivalent of USD 250,000 in the currency of the Unauthorised Transaction or transfer,calculated at the conversion rate (as between USD and the second- mentioned currency) as at the end-of-day-average of the date of the Unauthorised Transaction.

9B.9 You hereby agree and acknowledge that we maintain the full right and discretion to: (a) provide APP Relief in such type and form as we deem fit, including by way of any currency, legal tender or medium or exchange; (b) consider and determine the applicable conversion rates with reference to real-time market rates; and (c) amend the terms of as well as suspend or terminate the availability of this discretionary, non-contractual APP Relief without prior notice to you, including where APP Relief becomes subject to any prohibitions or restrictions arising from Applicable Law in the Territory.

9B.10 You hereby acknowledge and agree that our determination under Clause 9B.4 is full and final, and shall not enliven any process of appeal or further contest.

9C. **AIRDROPS**

9C.1 In the event of an Airdrop, Crypto.com may temporarily suspend any Crypto.com App Services and Crypto.com Web 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.

9C.2 Upon becoming aware of an Airdrop and to the extent that we have any rights or are able to take any action, we may in our sole discretion determine whether to credit any Digital Assets and/or benefits received by us to a Crypto.com account or participate in an Airdrop, and upon what terms to do so, such decision regarding the Digital Assets and/or benefits remains with us at all times. Where we act, or refrain from acting, having regard to our legitimate business interests, we will not be liable to you for failure to credit any Digital Asset and/or benefits to you or participate in any Airdrop. If we do not support an Airdrop, we may claim such Airdrop and any Digital Asset and/or benefits in relation to it, for our own benefit (unless it is unavoidable or impractical to avoid based on the means of distribution). Where due to an Airdrop, any airdropped Digital Assets and/or benefits in respect of any Digital Assets have been received by you directly, we may claim such airdropped Digital Assets and/or benefits from you and you agree to return such airdropped Digital Assets and/or benefits to us. 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 Digital Asset network.

10. FEES

10.1. Your use of the Crypto.com App Services and Crypto.com Web Services may be subject to certain Fees, which will, ifapplicable, be debited from your Digital Asset Wallet. The list of applicable Fees are set outon the Crypto.com App ([Home] > [Settings] > [About Crypto.com] > [Fees & Limits]). The Fees listed there are subject to the final quotation displayed to you before you execute any transaction on the Crypto.com App. The Fees displayed to you in the final quotation will supersede the fees listed at App ([Home] > [Settings] > [About Crypto.com] > [Fees & Limits]) in the event of any inconsistency.

10.2. All applicable Fees listed on the Crypto.com App and the Site are inclusive of any applicable Taxes.

10.3 Crypto.com will issue a payment notice to you for any Fees or amount that you owe us, including but not limited to any amount owed to us as a result of us exercising our rights under Clauses 2.2(b) or (c). If such amount is not repaid within 7 days from the date of notification, you authorise Crypto.com to recover such amount from your other accounts with Crypto.com by debiting any assets in those accounts.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. You acknowledge and agree that:

(a) the Crypto.com trademarks and logos, and any other logos, service marks, product names and other proprietary indicia used by us in the Crypto.com App and Crypto.com Web, on the Site or elsewhere are the property of either Crypto.com or third party licensors (collectively, the " **Trademarks**");

(b) the intellectual property rights in and to the Crypto.com App Services and Crypto.com Web Services are either ownedby us or licensed to us by third party licensors;

(c) other than the licence expressly granted by you in these Terms, no other rights are granted to you in respect of either the Trademarks, the Crypto.com App and Crypto.com Web or the Crypto.com App Services and Crypto.com Web Services; and

(d) no part or parts of the Crypto.com App and Crypto.com Web may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.

12. CONDUCT

12.1. Without prejudice to the foregoing, you undertake not to (and shall not, knowingly orotherwise, authorise, allow or assist any other party to):

(a) use the Crypto.com App or Crypto.com Web to conduct electronic spamming or otherwise distribute any unsolicited or unauthorised advertising, promotional or marketing material, junk mail or chain letters;

(b) use the Crypto.com App or Crypto.com Web to perform illegal, unlawful or immoral activities (including but not limited to money laundering, terrorism financing and fraudulent activities);

(c) use the Crypto.com App or Crypto.com Web to upload content that contains or is infected with viruses, malicious codes, Trojan horses, is unlawful, immoral or illegal or contains any other harmfulor deleterious program;

(d) modify or adapt the whole or any part of the Crypto.com App or Crypto.com Web or combine orincorporate the Crypto.com App or Crypto.com Web into another other programme or application;

(e) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code, object code, underlying concepts, ideas and algorithms of the Crypto.com App or Crypto.com Web or anycomponents thereof;

(f) use the Crypto.com App or Crypto.com Web in any manner that would lead to the infringement of our, our Affiliates' or any other third party's intellectual property rights, including without limitation any copyright, patent or trademark. You undertake not to take or attempt to take any actionor claim ownership of any property that infringes or would infringe upon our intellectual property interests;

(g) use the Crypto.com App or Crypto.com Web in a way that could damage, disable, impair or compromise theCrypto.com App or Crypto.com Web or the provision of the Crypto.com App Services and Crypto.com Web Services (or the systems or security of the Crypto.com App or Crypto.com Web or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of Crypto.com. You undertake not to gain or attempt to gain unauthorised access to the account or wallets of other Crypto.com users;

(h) take any action that imposes an unreasonable or disproportionately large burden or

load on the Crypto.com infrastructure (including, but without limitation to our servers, networks, data centres and related or like equipment) and detrimentally interfere with, intercept or expropriate any system, data or information belonging to other users of the Services;

(i) engage in any other activities deemed inappropriate by us or which is in contravention of these Terms or any Applicable Laws;

(j) provide false, inaccurate, incomplete or misleading information to Crypto.com or any of its Affiliates or third party services providers;

(k) deposit with Crypto.com any Digital Assets or fiat currency forming part of the proceeds of any criminal or unlawful activity; or

(l) demonstrate or use any abusive, threatening and/or violent behaviour or language towards our personnel.

13. DATA PROTECTION

13.1. By using the Crypto.com App Services and Crypto.com Web Services, you confirm that you have read and understood 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. We will only share your Personal Data in order to facilitate and administer your use of the Crypto.com App Services and Crypto.com Web Services or otherwise if required by law. 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 http://crypto.com/privacy/australia.

13.2. We reserve the right at any time to satisfy our internal requirement as to your Personal Data (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or anti-money laundering and counter-terrorist financing purposes.

14. ELECTRONIC COMMUNICATIONS

14.1. You shall accept full responsibility for the security and authenticity of all Instructions sent via the Crypto.com App and Crypto.com Web and you shall be bound by all such Instructions. We shall be entitled to assume that all Instructions received from your Enabled Device via the Crypto.com App and Crypto.com Web are yours. We shall be under no obligation whatsoever to verify that such Instructions are in fact yours.

14.2. You are aware that Instructions and information transmitted via the Crypto.com App and Crypto.com Web 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.

14.3. Any Instructions sent by you to us shall only be deemed to be received by us when we have successfully retrieved such Instructions from the relevant system and duly informed you of such receipt. In addition, any Instructions sent by you to any third parties (for example, network merchants) shall only be deemed to have been received by such third

parties in accordance with their terms and conditions.

14.4. You agree without prejudice to any of these Terms, that the terms in your local jurisdiction governing the time and place of despatch and receipt of electronic communication, shall not apply to your use of the Crypto.com App Services and Crypto.com Web Services. Without limiting any of these Terms, we are entitled to rely on Instructions. We are not liable for any damage that may be caused through the use of the Internet – i.e. through loss, delay, misunderstandings, corrupted texts, unauthorised interceptions by third parties or duplicates. This exclusion of liability will not apply to the extent that such loss, delay, misunderstandings, corrupted texts, unauthorised interceptions by third parties or duplicates. are caused by our mistake, fraud, negligence or wilful misconduct, or the mistake, fraud, negligence or wilful misconduct of our employees, officers, contractors or agents

14.5. You acknowledge and agree that in the event of any dispute arising in connection with your use of the Crypto.com App Services and Crypto.com Web Services, we may give you a certificate about our records (including electronic, computer andmicrofilm stored records) of all matters relating to your use of the Crypto.com App Services and Crypto.com Web Servicesand/or of you (including Transaction History) at any specified date. The certificate is sufficient evidence of those matters, unless it is proved to be incorrect. 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 Law as it relates evidentiary law, rules and/or regulations.

15. LIMITATION OF SERVICES / TERMINATION / ACCOUNT CLOSURE

15.1. Crypto.com may at any time, terminate, suspend, or limit your use of the Crypto.com App Services and Crypto.com Web Services (including but not limited to freezing the Digital Assets in your account or freezing or closing your Digital Asset Wallet, refusing to process any transaction, or wholly or partially reversing, cancelling or voiding any transactions that have been effected)if : (a) you materially breach these Terms, the relevant Product Description Document(s), or any related agreements, and Crypto.com reasonably considers that termination, suspension or limitation of your use is a proportionate and appropriate response; (b) Crypto.com reasonably considers it necessary for the purposes of complying with Applicable Laws; (c) Crypto.com reasonably suspects that a transaction effected by you is potentially connected to any unlawful activities (including money laundering, terrorism financing and fraudulent activities); (d) Crypto.com reasonably considers it necessary to remedy the effects ofany defect in or compromise to any information system upon which Crypto.com relies on;
(e) informed by its internal monitoring policy and the profile of spending reasonably anticipated for the type of consumer group you belong to; or (f) in Crypto.com'sreasonable opinion that an order or transaction has been executed based on an aberrant value.

15.2. Your obligations under these Terms will continue in the event of such suspension or termination described in Clause 15.1 above.

15.3. You shall not be entitled to any payment, compensation or damages from us in relation to any suspension, reversal or termination of your use of the Crypto.com App Services and Crypto.com Web Services except to the extent that the payment, compensation or damages is for our mistake, fraud, negligence or wilful misconduct, or the mistake, fraud, negligence or wilful misconduct of our employees, officers, contractors or agents. Any limitation, suspension or termination of your use of the Crypto.com App Services and Crypto.com Web Services for

any reason shall not release you from any liability or responsibility on your part, which at the time of such limitation, suspension or termination, has already accrued.

15.4. Our rights of limitation, suspension and termination under these Terms shall be without prejudice to any other rights or remedies which we may have (whether under these Terms, Applicable Law or otherwise).

15.4A If you wish to suspend or terminate your access to and use of any of the Crypto.com App Services and Crypto.com Web Services or close your account, you are required to submit a request to Crypto.com in such manner and form and accompanied by such information and supporting documentation as may be reasonably required by us to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such terms and conditions as we may consider applicable to such suspension or termination.

15.4B If, at the time of the submission of your account closure request, your account has any outstanding or ongoing obligations, commitments or activities, including but not limitedto any fixed term loan, deposits or Lock up or any amount due to Crypto.com, you agree that Crypto.com shall not be obliged to process such closure request until all such obligations, activities or commitments have been discharged or expired.

15.5 If you have a remaining balance in your account which has been suspended or closed, you are entitled to recover such Digital Assets from your Digital Asset Wallet unless we are prohibited by law or a court order to release such Digital Assets or fiat, respectively, or where we have reasonable grounds to suspect that such Digital Assets or fiat were obtained through fraud or any unlawful means or connected with any criminal activities. If you have any questions about this Clause, please contact via live Crypto.com in-app chat or at https://chat.crypto.com/.

15.6 We may at any time and without notice to you (i) set off any amount we owe you against any amount that you owe us; or (ii) recover any amount you owe us (in either case, whether or not the obligation is matured or contingent and irrespective of the currency, asset or place of payment). Any amounts that are so set off will be discharged promptly and in all respects.

16. CUSTOMER FEEDBACK, QUERIES, AND COMPLAINTS

16.1. Internal Dispute Resolution (IDR): If you have an enquiry, feedback, or complaint regarding the App or our services, please contact us as follows:

(a) Live Chat: Crypto.com in-app chat or at https://chat.crypto.com/.
(b) Postal Address: FORIS DAX AU PTY LTD, Tricor Services (Australia) Pty Ltd, Suite 1101, Level 11, 68 York Street, Sydney, NSW 2000, Australia.

We will acknowledge receipt of your complaint promptly and provide a final written response within 30 calendar days.

16.2. External Dispute Resolution (EDR): If your complaint relates to financial services covered under an AFSL and is not resolved within 30 calendar days, or you are dissatisfied with our response, you may refer your complaint to the Australian Financial Complaints Authority (AFCA):
Scheme: Australian Financial Complaints Authority
Postal Address: GPO Box 3, Melbourne VIC 3001, Australia
Telephone: 1800 931 678

Email: info@afca.org.au
Website: www.afca.org.au

16.2 You agree that you will refrain from using any abusive or violent language towards our staff, employees, or customer service officers. Crypto.com reserves the right to restrict and/or close your account without notice to you if Crypto.com considers that you have displayed abusive behaviour towards any Crypto.com staff, employee, or customer service officer.

17. LIMITATION OF LIABILITY

THIS CLAUSE 17 AND THE TERMS GENERALLY ARE SUBJECT TO AUSTRALIAN CONSUMER PROTECTION LAWS, INCLUDING THE COMPETITION AND CONSUMER ACT 2010 (CTH) AND OTHER APPLICABLE AUSTRALIAN CONSUMER PROTECTION LAWS AND REGULATIONS. THE CONTRACTUAL RIGHTS YOU ENTITLED TO UNDER THESE TERMS ARE IN ADDITION TO STATUTORY RIGHTS YOU MAY BE ENTITLED TO UNDER THE ABOVE-MENTIONED LAWS.

17.1. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, OR STATUTORY (OTHER THAN NON-EXCLUDABLE STATUTORY WARRANTIES). EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE FULLEST EXTENT PERMITTEDBY LAW, WE DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES REGARDING TITLE, NON-INFRINGEMENT, TIMELINESS, QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICE OR ANY GOODS PROVIDED INCIDENTAL TO THE CRYPTO.COM APP SERVICES AND CRYPTO.COM WEB SERVICES PROVIDED UNDER THESE TERMS. ADDITIONALLY, CRYPTO.COM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WHILE CRYPTO.COM ATTEMPTS TO MAKE YOUR USE OF THE SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OUR LIABILITY IN RESPECT OF REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED IS LIMITED, AT OUR OPTION, TO ANY ONE OF:

(i) RE-SUPPLYING, REPLACING OR REPAIRING THE SERVICES IN RESPECT OF WHICH THE BREACH OCCURRED; OR

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

17.2. NOTWITHSTANDING ANYTHING IN THESE TERMS, TO THE EXTENT PERMITTED BYLAW, IN NO EVENT SHALL A PARTY (EITHER YOU OR US) (EACH AN "**EXEMPTED PARTY**") BE LIABLE TO THE OTHER PARTY FOR ANY LOSSES OR DAMAGE OR CLAIMS:

(i) DUE TO AN UNUSUAL OR UNFORESEEABLE EVENT, OUTSIDE THE EXEMPTED PARTY'S REASONABLE CONTROL AND THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED BY THE EXEMPTED PARTY (INCLUDING BUT NOT LIMITED TO FORCEMAJEURE EVENTS;

(ii) WHERE WE ARE THE EXEMPTED PARTY, ANY LOSSES OR DAMAGE OR CLAIMS ARISING FROM OR IN CONNECTION WITH:

(A) ANY INTERRUPTION, DELAY, SUSPENSION, DISCONTINUANCE OR FAILURE OF THECRYPTO.COM APP AND CRYPTO.COM WEB OR CRYPTO.COM APP SERVICES AND CRYPTO.COM WEB SERVICES;

(B) ANY REFUSAL TO PROCESS OR AUTHORISE, OR ANY REVERSAL OF, ANY TRANSACTION;

(C) YOUR INABILITY TO EFFECT OR COMPLETE ANY TRANSACTION DUE TO SYSTEM MAINTENANCE OR BREAKDOWN / NON-AVAILABILITY OF THE CRYPTO.COM APP OR CRYPTO.COM WEB, NETWORK, OUR HARDWARE OR SOFTWARE OR THAT OF ANY THIRD PARTIES;

EXCEPT TO THE EXTENT THAT THE LOSS OR DAMAGE OR CLAIM IS FOR OUR MISTAKE, FRAUD, NEGLIGENCE OR WILFUL MISCONDUCT, OR THE MISTAKE, FRAUD, NEGLIGENCE OR WILFUL MISCONDUCT OF OUR EMPLOYEES, OFFICERS, CONTRACTORS OR AGENTS.

(D) USE OF YOUR ENABLED DEVICE AND THE CRYPTO.COM APP SERVICES AND CRYPTO.COM WEB SERVICES BY THIRDPARTIES, WHETHER AUTHORISED OR UNAUTHORISED BY YOU;

(E) ANY THEFT OR LOSS OF YOUR ENABLED DEVICE;

(F) ANY UNAUTHORISED OR INELIGIBLE USE OF THE CRYPTO.COM APP SERVICES AND CRYPTO.COM WEB SERVICESCONTRARY TO THESE TERMS;

(iii) WHERE WE ARE THE EXEMPTED PARTY, ANY LOSSES OR DAMAGE OR CLAIMS DUE TO COMPLIANCE WITH APPLICABLE LAWS AND/OR COURT ORDERS;

(iv) WHERE WE ARE THE EXEMPTED PARTY, ANY LOSSES OR DAMAGE OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOST DATA, OTHER INTANGIBLE LOSSES, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OFTHE PARTIES TO THESE TERMS, REGARDLESS OF WHETHER SUCH DAMAGES WERE DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER OUR OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

(v) WHERE WE ARE THE EXEMPTED PARTY, ANY LOSSES OR DAMAGE OR CLAIMS RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORISED ACCESS OR USE OF THE SERVICES, YOUR ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN.

17.3. WHERE WE ARE THE EXEMPTED PARTY, IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH THE SERVICES EXCEED THE FEES YOU PAID US FOR YOUR USE OFTHE SERVICES DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

17.4. 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 subcontractor or other third party such third party service provider may use).

17.5. Nothing in these Terms shall operate to limit or exclude any liability for fraud, gross negligence or for death or personal injury resulting from negligence.

18. INDEMNIFICATION

18.1 You agree to indemnify and hold Crypto.com and its third party service providers, and each of their respective officers, directors, agents, joint venture entities, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) which is caused, or contributed to (to the extent of that contribution) by (a)your breach of any of these Terms; and (b) your violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party. You are not required to indemnify Crypto.com in respect of any amount which arises from any mistake, fraud, negligence or wilful misconduct by Crypto.com or by the mistake, fraud, negligence or wilful misconduct of Crypto.com's employees, officers, contractors or agents.

19. AMENDMENT AND VARIATION

19.1. These Terms may from time to time be updated or amended by us acting reasonably and to the extent reasonably necessary to protect our legitimate business interests. We will post any such updates on the Crypto.com App or Site or otherwise notify you. Such updated Terms as posted will take effect on and from the "Effective Date" stated. Otherwise, you should regularly check the Crypto.com App and Site to inform yourself of any such changes. In addition, we may at any time change, add or remove any feature or functionality of the Crypto.com App and Crypto.com Web without prior notice, in accordance with clauses 2.2 and 2.3 of these Terms. By continuing to use the Crypto.com App and Crypto.com Web and/or the Crypto.com App Services and Crypto.com Web Services after the Effective Date stated , you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated Crypto.com App and Crypto.com Web. If you do not wish to bebound by any changes or amendments to these Terms then you should stop using the Crypto.com App and Crypto.com Web and/or the Crypto.com App Services and Crypto.com Web Services before the Effective Date.

20. TRANSFER, ASSIGNMENT OR DELEGATION

20.1. These Terms, and any rights and obligations and licences granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned or delegated by you to any third-party without our written consent, but may be transferred, assigned or delegated by us without notice and restriction in furtherance of our legitimate business interests, including to any of the entities within the Crypto.com group, or to any successor in interest of any business associated with the Crypto.com App Services and Crypto.com Web Services. Any attempted transfer or assignment in violation hereof shall be null and void.

21. SEVERABILITY

21.1. If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability ofsuch provision shall not affect the other provisions of these Terms and all provisions notaffected 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.

22. ENTIRE AGREEMENT / TRANSLATION

22.1. These Terms constitute the entire agreement between the parties with regard to its subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, whether oral or in writing, express or implied. You acknowledge that in agreeing to these Terms you do not rely on any statement, representation, warranty, or understanding otherthan those expressly set out in these Terms.

22.2. 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 (except where expressly prohibited by law).

23. WAIVER

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

23.2. The delay of enforcement or the non-enforcement of any of the provisions of these Terms by any party shall not be construed as a waiver of any of the other rights of that party arising out of the breach or any subsequent breach of any of these Terms and no right, power or remedy conferred upon or reserved for any party in these Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

24. NOTICES AND COMMUNICATIONS

24.1. By using the Crypto.com App Services and Crypto.com Web Services, you agree that we may provide you with anynotices or other communications, including marketing, relating to your use of the Crypto.com App Services and Crypto.com Web Services electronically: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Site. For notices made by email, the date of receipt will bedeemed the date on which such notice is transmitted. You will always be given the optionto unsubscribe from receiving any marketing material from us.

24.2. Notices to us should be sent electronically to our support system via live Crypto.com in-app chat or at https://chat.crypto.com/.

25. THIRD PARTY RIGHTS

25.1. Other than any entities within the Crypto.com group, a person who is not a party in

these Terms has no right to enforce any of these Terms.

26. GOVERNING LAW AND JURISDICTION

26.1. These Terms are governed by and shall be construed in accordance with the laws of Victoria, Australia without regard to any choice or conflict of laws rules.

26.2. Without prejudice to Clause 16 above, any dispute, controversy or claim, whether contractual or non-contractual, arising outof or in connection with these Terms, or the breach, termination or invalidity thereof, or anyother issue which shall arise in virtue of these Terms, shall be referred to and finally settled by arbitration in accordance with the Australian Centre for International Commercial Arbitration (ACICA) Arbitration Rules. The seat of arbitration shall be Victoria, Australia. The language of the arbitration shall be English. The number of arbitrations shall be one.

ADDENDUM 1 – Level Up Program Staking Terms and Conditions

These Level Up Program Staking Terms and Conditions ("**Terms**") incorporate, and are a part of, the relevant Crypto.com App and/or Web terms and conditions ("**App T&Cs**") and Crypto.com Visa/Mastercard Card terms and conditions ("**Card T&Cs**"), (together, the "**Agreement**"). Unless otherwise stated, defined terms used in these Terms shall have the same meanings given to them in the App T&Cs. In the event of any inconsistency between (a) the App T&Cs and/or the Card T&Cs and (b) these Terms with respect to the Program (as defined below), these Terms shall prevail; except for aspects relating to the application and/or usage of the App and/or the Crypto.com Visa/Mastercard Card, in which case the respective App T&Cs and/or the Card T&Cs shall prevail.

1. General Provisions

1.1. **Description of Service.** The Level Up Program ("**Program**") is a rewards and benefits program available to eligible Users of the Crypto.com App ("**User**") to earn rewards and receive benefits associated with the application for and/or usage of the Program. The Program may be accessed through staking of CRO or payment of a recurring subscription fee, each as further described below and in the Program FAQs (as defined below). The Program may overlap with certain legacy programs which may provide similar or related benefits. The applicable entry method to the Program and benefits may depend on your eligibility, location, or prior participation in legacy programs. For further details on eligibility, entry methods, and the interaction between the Program and any similar or overlapping legacy programs, please refer to the Program FAQs, which may be updated from time to time..

1.2. **Optional and Voluntary Use.** You are not required to stake your CRO in the Program and you can opt out of any Staking Services (as defined below) by unstaking your Staked CRO (as defined below) at any time subject to the relevant unbonding period and Holding Period (as defined below). The use of any other product offered by us or our Affiliates is not dependent on or determinative of your election to stake or otherwise use the Program. You are not obliged to purchase CRO on the Crypto.com App, from us or any of our Affiliates, in order to stake your CRO or use in the Program. Before you begin staking, please note and understand the difference between unstaking and unbonding, and how your actions to unstake is dependent on the unbonding period put in place by the Supported Blockchain Network (as defined below). The unbonding period may be beyond our control and is distinct from and applies in addition to the Holding Period (as defined below) imposed by us. Use of the Program can be risky, and you should conduct your own due diligence and consult your advisors before making any decision regarding whether to use the Program.

1.3. **Definitions.**

a. "**Cardholder**" means a Crypto.com App user who is a holder and user of the Crypto.com Visa/Mastercard Card.
b. "**CRO**" means the native token of the Cronos POS chain.
c. "**Level Up Tier**" means the different Level Up Program tiers, each such tier requiring the User to stake a specified amount of CRO, or pay the corresponding subscription fee, to be eligible, which will determine the corresponding benefits that User may receive at our sole discretion. Level Up Benefit
d. "**POS**" means Proof of Stake consensus mechanism.
e. "**Program FAQs**" means the Level Up FAQs available here as may be updated from time to time.
f. "**Staking Service**" means the online service that gives eligible User the option to

engage in POS consensus mechanisms on the Supported Blockchain to secure the applicable network, by validating transactions propagated over the network.

g. "**Supported Blockchain Network**" means the Cronos POS chain.

2. Program Participation.

2.1. **Level Up Staking.** In order to participate in the Program via Level Up Staking, you agree to stake the specified amount of CRO through the Staking Service required to be eligible for your preferred Level Up Tier, as specified in the Program FAQs ("**Holding Period**"), in accordance with these Terms ("**Level Up Staking**"). By accessing or using the Staking Service, you understand and agree that we may engage our Affiliates and/or third-party service provider(s) (together, the "**Staking Providers**") to facilitate the staking of the CRO on your behalf ("**Staked CRO**"), by acting as a transaction validator on the Supported Blockchain Network. For the avoidance of doubt, the Program and Staking Service are separate and distinct from the Crypto.com App On-Chain Staking functionality made available by the relevant service provider. For further information regarding Crypto.com App On-Chain Staking, please refer to the FAQs available here.

2.1.1. **Validation Rewards.** In return for securing the Supported Blockchain Network, the Supported Blockchain Network may provide transaction validators with a reward ("**Validation Reward**"). If the Staking Providers successfully validate a block of transactions in respect of your Staked CRO, you are entitled to an applicable portion of the Validation Reward in proportion to the amount of your Staked CRO (less any applicable fees). The Validation Rewards are granted by and determined by the protocol of the Supported Blockchain Network. You have no right to any Validation Reward in respect of the Staked CROs until it is generated (or unbonded as applicable) by the Supported Blockchain Network and disbursed to you via blockchain addresses facilitated by us. Depending on the Supported Blockchain, it may take time before your Staked CROs are eligible to participate in transaction validation and start receiving rewards.

2.1.2. **Level Up Staking Rewards.** We may, at our sole discretion, provide you with our approximated projection ("**Estimated APR**") of the actual Validation Rewards you may be entitled to if the Staking Providers successfully validate a block of transactions in respect of your staked CRO, less a fee payable for the provision of the Crypto.com Visa/Mastercard Card Services (and the Level Up Benefits corresponding to the applicable Level Up Tier, other than the Level Up Staking Rewards) ("**Level Up Staking Rewards**"), as expressly set out in the Program FAQs and which may be updated from time to time. Following the receipt of Validation Reward from the Supported Blockchain Network, if any, we shall (dependent on the Supported Blockchain Network and the terms of our agreement with any Staking Provider) facilitate the distribution of the Level Up Staking Rewards to you. You understand that the Estimated APR provided by us is purely an estimation of the Level Up Staking Rewards and is in no way a guarantee or confirmation that you will actually receive such Level Up Staking Rewards or such amount of Level Up Staking Rewards. You acknowledge that the Estimated APR and Level Up Staking Rewards, including the timing and frequency of Level Up Staking Rewards, may change over time and is dependent on the Supported Blockchain Network and the fee we may charge for providing you with the Services with respect to the Crypto.com Visa/Mastercard Card and the Level Up Benefits, which is subject to change in our sole discretion. WE, OUR AFFILIATES, AND/OR THE STAKING PROVIDERS, DO NOT GUARANTEE THAT YOU WILL RECEIVE ANY LEVEL UP STAKING

REWARDS, OR THE ESTIMATED APR. YOU ACKNOWLEDGE AND AGREE THAT WE, OUR AFFILIATES AND/OR THE STAKING PROVIDERS, ARE NOT LIABLE FOR ANY FAILURE BY THE SUPPORTED BLOCKCHAIN NETWORK OR OTHER THIRD PARTY IN DISBURSING ANY LEVEL UP STAKING REWARD.

2.1.3. **Slashing.** The Supported Blockchain Network may subject Staked CROs to "slashing" if the transaction validator representing those assets incorrectly validates or fails to validate a transaction. Slashing typically involves the reduction or confiscation of a validator's assets as a consequence of their improper actions. As a result, there may be non-payment of Validation Rewards and the Staked CROs may be subject to a penalty. The Staking Providers will use reasonable skill, care and diligence in delivering services, including in seeking to prevent any Staked CROs from slashing; however, in the event that slashing occurs, unless otherwise provided in this Agreement, we will have no obligation to replace your Staked CROs unless the penalties are the result of our failure to use reasonable skill, care and diligence; we will not be obliged to replace your Stakes CROs if slashing occurs as a result of (i) your acts or omissions; (ii) maintenance of the Supported Blockchain Network, bugs, errors; (iii) acts by a hacker or other malicious actor; or (iv) Force Majeure Events. You acknowledge and agree that slashing may result in partial or total loss of your Staked CROs and applicable portion of the Validation Rewards, which will result us being unable to distribute a portion or the entire amount of Level Up Staking Rewards to you.

2.1.4. **Redemption and Unbonding Period.** You may request to unstake your Staked CROs at any time after the Holding Period. Upon receipt of your request, we will initiate the unstaking process as soon as practicable and in any case without undue delay. You acknowledge that your unstaking request is irrevocable and that you forfeit any Validation Rewards which, at the point of the unstaking request, have not been distributed by the protocol of the Supported Blockchain Network, and therefore you forfeit the resulting Level Up Staking Rewards. You acknowledge and agree that the redemption of or access to Staked CROs may be delayed as a result of the full waiting period imposed by the Supported Blockchain or due to network conditions of the Supported Blockchain Network.

2.1.5. **Governance and Voting.** The underlying protocol of the Supported Blockchain Network may offer stakers the ability to vote on matters related to the governance of protocol-level issues. You agree that Staking Providers have no obligation to support any governance or voting in respect of your Staked CROs, and further that in certain cases, Staking Providers may vote on your behalf e.g. where Staking Providers or the applicable protocol does not support delegated voting.

2.2. **Level Up Subscription**. In addition to the method of participation set out above, eligible users may also access the Program by payment of a recurring subscription fee ("**Subscription Access**"), subject to the terms herein and as further detailed in the Program FAQs.

2.2.1. **Subscription Fee.** The subscription fee, frequency (monthly or yearly), payment methods, and eligibility criteria shall be as specified in the Program FAQs and may be amended from time to time at our sole discretion.

2.2.2. **Payment of Subscription Fee.** By electing to participate in the Program via Subscription Access, you authorize us to charge the applicable subscription fee on the applicable recurring basis to any account, wallet, or balance held by you with us or any

of our Affiliates. If the initial payment attempt to your selected payment method is unsuccessful, we will, if practicable and at our discretion, automatically retry charging your selected payment method or, at our discretion, deduct the equivalent amount from any account, wallet (including your Digital Asset Wallet and AUD Account), or balance (including in cash or in Digital Assets) held by you with us or any of our Affiliates, without further notice or demand. We may vary the timing, number, sequence, and sources of payment debit attempts from time to time in our discretion. All such amounts deducted from your Digital Asset Wallet shall be at a rate determined by us with reference to prevailing market rates at the time of deduction. If all payment attempts are unsuccessful, your participation in the Program will be accordingly downgraded or suspended, and you will immediately lose access to all benefits and privileges associated with your current tier. No further notice will be provided prior to such downgrade or suspension. By cancelling your subscription, you revoke your authorization for us to charge the applicable account.

2.2.3. **Refunds**. Notwithstanding the foregoing, we may, in our sole and absolute discretion, elect to provide a full or partial refund of the subscription fee in limited circumstances as may be set out in the Program FAQs. Any such refund shall, to the extent practicable and at our discretion, be made using the original payment method. Where this is not possible or where we otherwise determine, we reserve the right refund you in an alternative cash currency or Digital Asset, at our sole discretion. For the avoidance of doubt, you acknowledge and agree that, except at our sole and absolute discretion, you shall not be entitled to any refund, reversal, or credit of the subscription fee on the basis of change of mind, dissatisfaction, or for any other reason.

2.3. **Level Up Benefits.** In return for your use of the Program by engaging in Level Up Staking, we may award you with certain purchase rebates, cashback rewards and/or other benefits associated with our Affiliates' products and services corresponding with your Level Up Tier as set out in the Program FAQs, in addition to the Level Up Staking Rewards (together, the "**Level Up Benefits**"). If you request to unstake your Staked CROs, you will stop receiving the Level Up Benefits immediately. If for any reason the Level Up Benefits, or any part of a Level Up Benefit, is unavailable or a Level Up Benefit or related event is delayed, cancelled or postponed, or for any other reason, Crypto.com reserves the right to modify the Program and the Level Up Benefits in its sole discretion. No substitution, transfer, assignment or cash equivalent of the Level Up Benefit or any portion thereof, is permitted by the User. Crypto.com and its Affiliates shall have no responsibility or obligation to a User who is unable or unavailable to, or who does not for any reason, accept or utilize a Level Up Benefit. All costs and expenses not specifically listed above as part of the Level Up Benefit are solely the User's responsibility.

3. Our Rights. Crypto.com shall have the sole discretion to cancel, terminate, suspend, modify or replace the Program or any aspect of the Program (including the Level Up Staking Rewards and/or Level Up Benefits) at any time, without prior notice to you and for any reason, including, but not limited to, if the Program is not capable of running as planned which in our sole determination corrupts or affects the administration, security, fairness, integrity or proper conduct of the Program or for any regulatory or legal reasons. In the event of such cancellation, termination, suspension, modification or replacement, we shall use reasonable endeavours to facilitate the return to you your Staked CROs, or whole or partial refund of your Subscription Access fee, subject to the terms of this Addendum.