

[French Version](#)

CRYPTO.COM APP AND WEB TERMS & CONDITIONS

Last Update: 27 June 2025

PLEASE MAKE SURE YOU READ AND UNDERSTAND THESE TERMS AND KEEP THEM FOR FUTURE REFERENCE AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. IF YOU ARE NOT WILLING TO COMPLY WITH EVERY PROVISION OF THESE TERMS, YOU MAY NOT USE THE CRYPTO.COM APP.

THESE TERMS INCLUDE AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION ON AN INDIVIDUAL BASIS AND MAY IMPACT OR PROHIBIT CLASS ACTION CLAIMS. PLEASE REFER TO CLAUSE 16 FOR ADDITIONAL DETAILS. IF YOU ARE A QUEBEC CONSUMER AS SUCH TERM IS DEFINED UNDER THE CONSUMER PROTECTION ACT (CQLR c P-40.1), SUCH OBLIGATIONS TO RESOLVE DISPUTES BY ARBITRATION OR PROHIBITION TO INSTITUTE A CLASS ACTION DO NOT APPLY TO YOU.

SEPARATE FROM AND IRRESPECTIVE OF ANY FEES, THE PRICE AT WHICH WE WILL BUY AN ASSET FROM YOU OR SELL AN ASSET TO YOU INCLUDES A MARKUP OR MARKDOWN THAT CONSTITUTES A SPREAD CHARGED BY THE COMPANY. YOU AGREE TO PAY ANY FEES (IF APPLICABLE) AND THE MARKUP/MARKDOWN WHEN USING THE SERVICES.

1.Introduction.

- 1.1.**The Crypto.com App Services and Crypto.com Web Services (described below) are provided to you by Foris DAX CAN ULC, an Alberta unlimited liability corporation registered with the Financial Transactions and Reports Analysis Centre of Canada (“**FINTRAC**”) as a money services business (together with its Affiliates (described below) “**Crypto.com**” or “**we**” or “**us**”). Foris DAX CAN ULC is registered with the Ontario Securities Commission and the Canadian Securities Administrators as a Restricted Dealer and has been granted an exemption from various requirements of the securities or derivatives laws of the various jurisdictions of Canada. The exemptions are available at the following [link](#). Foris DAX CAN ULC is not subject to all requirements otherwise applicable to an investment dealer and CIRO member, including those that apply to marketplaces and to trading on marketplaces. These terms and conditions (“**Terms**” or “**T&Cs**”) supersede and override all prior terms and conditions and agreements pertaining to your use of the Crypto.com App Services and Crypto.com Web Services.
- 1.2.**These Terms, together with any attached annexes, product schedules, and/or Addenda (together “**Annexes**”) (if any), each of which Annexes may be updated from time to time independently of these T&Cs, will apply to your access to, and 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 the Crypto.com App Services and Crypto.com Web Services so that you are aware of your legal rights and obligations. In the event of any conflict or inconsistency between these Terms and any Annex, including, but not limited to, provisions related to governing law and forum,

arbitration, class waivers, and dispute resolution, these Terms shall prevail and control, except where an Annex expressly overrides these Terms with specific reference to this Clause 1.2.

1.3. We reserve the right to change or modify any of the terms and conditions contained in the Terms or any policy governing the use of Crypto.com App Services or Crypto.com Web Services at any time and in our sole discretion. Any changes or modifications will be effective immediately upon posting of the revisions, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Crypto.com App Services or Crypto.com Web Services following the posting of changes or modifications will confirm your acceptance of such changes or modifications.

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

1.5. Definitions and Interpretation. In these Terms:

“**Account**” means an account that is established by Crypto.com in your name for the purposes of using or accessing information about any Service, which may be made available through the Site, Crypto.com App, Crypto.com Web and/or other means as determined by Crypto.com in its sole discretion;

“**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 distribution or attempted distribution where an address that holds a Crypto Asset receives or is allocated a certain amount of the same or another Crypto Asset;

“**Annex**” or “**Annexes**” shall have the meaning ascribed to the term in Clause 1.2;

“**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, directive, or other requirement or guideline published or in force at any time that 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;

“**CAD**” means the Canadian Dollar (CAD), the official currency of Canada;

“**CAD Account Terms**” shall have the meaning ascribed to the term in Addendum 2;

“**CAD to Crypto Asset Conversion**” shall have the meaning ascribed to the term in Clause 2;

“**CAD Top-up**” shall have the meaning ascribed to the term in Addendum 2;

“**CAD Top-up Fees**” shall have the meaning ascribed to the term in Addendum 2;

“**CAD Account**” means the account in the Crypto.com App and Crypto.com Web that holds CAD topped-up through third party payment channel transfer in accordance with Addendum 2;

“**CAD Withdrawal**” shall have the meaning given to it in Addendum 2;

“**CAD Withdrawal Fees**” shall have the meaning given to it in Addendum 2;

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

“**Customer Data**” shall have the meaning ascribed to it in Clause 11.2;

“**CRO**” means the utility token that is the native token of the Cronos Chain, represented by the ticker symbol CRO as of the date hereof;

“**Crypto.com App**,” “**Main App**,” or “**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 and made available on or through the same, and any and all updates, 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, which Crypto.com may make available to you on the Crypto.com App from time to time. The Crypto.com App Services shall specifically comprise the services set forth in Clause 2.

“**Crypto.com Pay**” shall have the meaning ascribed to the term in Addendum 6;

“**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 3.2 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 3.2, which Crypto.com may make available from time to time. The Crypto.com Web services shall specifically comprise the services set forth in Clause 3.2;

“**CSCs**” means the fiat-backed value-referenced crypto assets made available by Crypto.com for use on the Crypto.com App or Crypto.com Web;

“**Crypto Asset**” means cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets of any types that have been approved by Crypto.com for support in the Crypto Asset Wallet;

“**Crypto Asset Conversion**” shall have the meaning ascribed to the term in Clause 2;

“**Crypto Asset Transfer**” shall have the meaning ascribed to the term in Clause 2;

“**Crypto Asset Wallet**” means any and each hosted Crypto Asset wallet provided by Crypto.com, as may be offered through the Crypto.com App Services or Crypto.com Web Services from time to time, either upon opening an account or thereafter;

“**Crypto Basket**” shall have the meaning ascribed to the term in Clause 2.

“**Dispute**” shall have the meaning ascribed to the term in Clause 16.1.2;

“**Eligible Card**” means any payment card that is accepted by Crypto.com as a means of payment for CAD to Crypto Asset Conversion;

“**Enabled Device**” means each communications, computing, or other device or account registered by you or otherwise used by you, regardless of whether you own such device, for use in connection with the Crypto.com App or Crypto.com Web and Crypto.com App Services or Crypto.com Web Services, including but not limited to your computer, mobile phone, email account, and phone number;

“**Erroneous Top-up Instruction(s)**” shall have the meaning ascribed to the term in Addendum 2;

“**Erroneous Withdrawal Instruction(s)**” shall have the meaning ascribed to the term in of Addendum 2;

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

“**Force Majeure Event**” means an event or failure that 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 for whom we are not responsible; (iv) delay, failure or interruption in, or unavailability of, third party services and sites; (v) strikes, lockouts, labor disputes, wars, civil unrest, terrorist acts, pandemics, and riots; (vi) viruses, malwares, other malicious computer codes or the hacking of any part of the Crypto.com App Services or Crypto.com Web Services;

“Fork” means changes in operating rules of the underlying protocols of a Crypto Asset that may result in: (a) more than one version of that Crypto Asset; (b) material changes in the value, function, and/or the name of a Crypto Asset; and/or (c) Crypto.com holding an amount (which may be an identical amount) of Crypto Assets associated with each forked network, in each case as determined by us in our sole discretion.

“Forked Network” shall have the meaning ascribed to the term in Clause 4.2.3;

“Instructions” means all information, instructions, communications, orders or messages (including those relating to payments, transfers or other transactions) referable to you, including the use of Trading Bots;

“Level Up Program” shall have the meaning ascribed in Clause 2;

“Lockup” or **“Lock up”** means the holding of any Crypto Assets in your Account for an agreed period of time;

“New Forked Asset” shall have the meaning ascribed to the term in Clause 4.2.3;

“OBSI” shall have the meaning ascribed to the term in Clause 16.1.13;

“Pay Rewards” shall have the meaning ascribed to the term in Addendum 6;

“Payment Service Partners” shall have the meaning given to it in Addendum 2;

“Permitted Bank Account” shall have the meaning given to it in Addendum 2;

“Personal Data” or **“Personal Information”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“Prior Asset” shall have the meaning ascribed to the term in Clause 4.2.3;

“Privacy Notice” shall have the meaning ascribed to the term in Clause 5.5.3;

“Rules” shall have the meaning ascribed to the term in Clause 16.1.4;

“Security” shall have the meaning ascribed to the term in Clause 12.8;

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

“Site” means the website at www.crypto.com/ca and all related components;

“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 Applicable Law;

“**Terms**” or “**Terms and Conditions**” or “**T&Cs**” shall have the meaning ascribed to the term in Clause 1.2;

“**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 11.1.1;

“**Transaction**” shall have the meaning ascribed to the term in Clause 10.1;

“**Transaction History**” means records of all transactions and any details relevant to such transactions through the Crypto.com App or Crypto.com Web generally;

“**Unsupported Forked Network**” shall have the meaning ascribed to the term in Clause 4.2.3;

“**we/us/our**” means Crypto.com;

“**Withdrawal Bank Account**” shall have the meaning given to it in Addendum 2; and

“**you/your**” means the individual who is the user of the Services.

2.Crypto.com App Services.

The Crypto.com App is the interface that allows you to use and interact with the Crypto.com App Services. The Crypto.com App Services include the services set forth in this Clause 2. Some of these services may not be available to you depending on your jurisdiction or for other reasons. Without limiting anything in these Terms, to the extent that you choose to use those services that are available to you, you agree to be bound by the terms specifically applicable to such services as set forth in the applicable Addenda. You understand that your use of the Crypto.com App Services depends on public internet, including networks, cabling facilities and other factors not in our control. Accordingly, we cannot guarantee any minimum level of performance, speed, reliability, use or consistency.

The Crypto.com App Services shall specifically comprise the following services (please note that the services available through the Crypto.com Web feature are addressed in Clause 3.2, not in Clause 2):

- hosted Crypto Asset wallets that allow you to deposit listed Crypto Assets transferred from external wallets or from other Crypto.com App accounts, store listed Crypto Assets with Crypto.com’s custodian(s), obtain Instructions on how to load your Crypto Asset Wallet; and view the balance and Transaction History of your Crypto Asset Wallet;
- a digital CAD account which allows you to store CAD with Crypto.com’s custodian(s), which can be used to purchase listed Crypto Assets, store fiat proceeds from the sale of listed Crypto Assets, make deposits from certain financial institutions, and execute withdrawals of CAD to your verified personal financial institution account;

- a CAD to Crypto Asset conversion service under which you may convert CAD into any listed Crypto Asset to be held in your hosted Crypto Asset wallet ("**CAD to DA Conversion**");
- a Crypto Asset conversion service under which you may convert a listed Crypto Asset into another listed Crypto Asset to be held in your hosted Crypto Asset wallet ("**Crypto Asset Conversion**"), including the use of various trading tools (including but not limited to proprietary automated trading bots ("**Trading Bots**")) to execute trades by filling in and updating trading parameters decided by You.
- a Crypto Asset transfer service under which you may transfer any listed Crypto Asset to another recipient, which may be the hosted Crypto Asset wallet of another user of the Crypto.com App or a recipient's external wallet ("**Crypto Asset Transfer**");
- any incentive program(s) (including but not limited to any kind of reward, cashback, Crypto Asset Lockup or referral programs) that may be launched or offered via the Crypto.com App from time to time in accordance with applicable legislation or regulations;
- "Crypto Earn", which allows you to earn rewards if you store certain Crypto Assets with us. The applicable rewards, as amended and/or available from time to time, depending on the type of Crypto Asset stored and the duration of the storage;
- "Crypto.com Pay" which allows you to make peer-to-peer payments of supported Crypto Assets to other active Crypto.com App users and to purchase various items from Crypto.com as a reseller of third-party goods, including gift cards;
- "Staking Services" as defined in Section 4.6;
- The Crypto.com Level Up Program, which allows you to receive benefits and rewards by locking up your CRO in a tiered system ("**Level Up Program**"). Terms specific to the Level Up Program are more fully set forth in "Addendum 7" and references therein;
- Crypto Basket, which allows you to buy or sell a set of ten (10) Crypto Assets ("**Crypto Basket**") each equally weighted and constituting 10% of the basket. Terms specific to Crypto Basket are more fully set forth in "Addendum 8" and references therein;
- Airdrop Arena, which allows you to participate in Airdrop Arena Events (as defined below) by contributing certain Crypto Assets to an Airdrop Arena Event, and in return, potentially received a reward in Crypto Assets in respect of that Airdrop Arena Event. Terms specific to Airdrop Arena are more fully set forth in "Addendum 9" and references therein; and
- any other products or services listed or shown on the Crypto.com App or our official communication channel from time to time.

3.The Crypto.com App and Crypto.com Web

3.1.Description of the Crypto.com App.

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

- (a) view the balance and Transaction History of your Crypto Asset Wallet;
- (b) obtain instructions on how to load your Crypto Asset Wallet;
- (c) request for a Crypto Asset Transfer from your balance held in your Crypto Asset Wallet;
- (d) request a Crypto Asset Conversion;
- (e) obtain instructions on how to load your CAD Account;
- (f) request a CAD to DA Conversion; and
- (g) request for a CAD withdrawal from your balance held in your CAD Account.

3.2.Description of Crypto.com Web.

3.2.1. Crypto.com Web gives you interactive access to your 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 Crypto Asset Wallet;
- (b) obtain instructions on how to load your Crypto Asset Wallet;
- (c) request for a Crypto Asset Transfer from your balance held in your Crypto Asset Wallet;
- (d) request a Crypto Asset Conversion;
- (e) obtain instructions on how to load your CAD Account; and
- (f) request a CAD to DA Conversion; and
- (g) request for a CAD withdrawal from your balance held in your CAD Account.

3.2.2. Please note that you may not have access to the full functionality of the Crypto.com App on the Crypto.com Web.

3.2.3. We may, in our sole discretion, impose certain Transaction limits on the Crypto.com Web that may differ from the limits prescribed on the Crypto.com App. For more information on such limits, please refer to the following FAQ page: [here](#). We reserve the right to change such limits without notice to you.

3.3.Grant of License to Use the Crypto.com App and Crypto.com Web.

Subject to your continuing compliance with these Terms, we grant to you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use the Crypto.com App and Crypto.com Web and access the Crypto.com App Services and Crypto.com Web Services 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 or Crypto.com Web may be offered under an open source or other license as we may notify to you, in which case your use of those

components of the Crypto.com App or Crypto.com Web shall be governed by such license terms to the extent only of any inconsistency between these Terms and those license terms.

You acknowledge and agree that your use of the Crypto.com App Services and Crypto.com Web Services is at all times subject to and conditional upon your continued compliance with these Terms and all other applicable terms, and any failure to comply with these Terms and such other terms automatically results in the revocation of all licenses granted hereby.

3.4.Reservation of Rights.

3.4.1. We reserve the right, and without incurring any liability to you, to:

- update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Crypto.com App Services or Crypto.com Web Services or change any features, component or content thereof, or to delist from the Crypto.com App Services or Crypto.com Web Services or otherwise cease to support any Crypto Asset;
- decline, suspend, cancel, reverse, void or partially execute any CAD to Crypto Asset Conversion, Crypto Asset Conversion or Crypto Asset Transfer instruction; and
- reverse, cancel, claw back, change any terms or refuse to honor any reward, bonus or pay-out for any incentive programs regardless of your entitlement.

3.4.2. We reserve the right to suspend, restrict, and/or terminate your access to any or all of our Services and to deactivate your account, including without limitation:

- 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;
- upon reasonable suspicion that you may be in breach of these Terms or are otherwise trying to circumvent these Terms or abusing any of our incentive schemes;
- upon reasonable suspicion that a transaction is fraudulent or erroneous;
- upon reasonable suspicion that your account has been compromised or the Services are being used in a fraudulent or unauthorized manner;
- upon reasonable suspicion of money laundering, terrorist financing, fraud or any other financial crime; 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;

- where any of your Crypto Asset Wallets and/or CAD Account or you are subject to pending litigation, investigation, or government proceedings, including litigation that is brought or threatened against Crypto.com; and
- for any other reason which we reasonably deem it is appropriate to do so.

3.4.3. In the event that we decide to suspend, restrict or terminate your access to our Services in accordance with the provisions of this Clause 3, we will (to the extent that it is not unlawful for us to do so) provide you with notice of such termination of Services. Suspensions, restrictions, or terminations from the use of our Services will be reversed only as soon as practicable once the reasons for refusal no longer exist as determined in our sole discretion. We are under no obligation to execute any suspended, reversed, or terminated transactions at the same price or on the same terms. Where not otherwise prohibited by law, upon notice that we have decided to terminate your access to the Services, we will provide you with 30 days within which you must transfer, or instruct us to transfer on your behalf, any remaining Crypto Assets or CAD out of the Crypto.com App or Crypto.com Web. Should you fail to transfer, or instruct us to transfer, any such remaining Crypto Assets or CAD within the 30-day period, we reserve the right to liquidate any Crypto Assets and return to you any outstanding CAD via a check to your last known mailing address or by other means.

3.4.4. In the event a Crypto Asset becomes delisted or unsupported for any reason, we may contact you and, to the extent practicable, provide you with an opportunity to transfer such Crypto Assets out of your Crypto Asset Wallet. If you fail or are unable to transfer such Crypto Assets out of your Crypto Asset Wallet promptly (and in no event to exceed any specific timeframe that we may specify in our communications to you), we will safeguard the Crypto Asset for you. We reserve the right to, but have no obligation to, liquidate such Crypto Assets in your Crypto Asset Wallet at the then-current price and deposit the proceeds in your CAD Account (or, if you do not have a CAD Account, to arrange to deliver the proceeds to you by another method). You may be unable to liquidate such Crypto Asset in a timely manner or at all if you do not comport with this provision as you will not be able to swap the asset for a Listed Crypto Asset after it has been delisted.

3.4.5. The actions we may take under Clause 3 may apply to all, or any specific group(s), or any individual user(s) of the Crypto.com App Services or Crypto.com Web Services. We do not guarantee that any specific content, component and/or feature will always be available on the Crypto.com App Services or Crypto.com Web Services and reserve the right to cease any Crypto.com App Services or Crypto.com Web Services at our sole discretion without notice to you.

4.Considerations When Using Our Services.

You understand, accept, and agree to assume all of the various risks involved in using, holding, trading, delivering, transacting, and transferring Crypto Assets and the use of Crypto.com App

Services or Crypto.com Web Services, including all of the risks set forth in this Clause 4 (“**Risk Statement**”) and referenced therein or referenced in other sections of these Terms, including the Addenda, or incorporated by reference in these Terms.

No securities regulatory authority in Canada has assessed or endorsed the Crypto Contracts or any Crypto Assets made available through the Crypto.com App Services or Crypto.com Web Services, including any opinion that any individual Crypto Asset is not itself a security and/or derivative under applicable securities laws.

4.1.TRANSACTION AND CRYPTO.COM APP SERVICES AND CRYPTO.COM WEB RISKS

4.1.1. Risks of Crypto Asset Trading

The prices of Crypto Assets fluctuate, sometimes dramatically. The price of a Crypto Asset may move up or down and may become valueless. It may be as likely that losses will be incurred rather than profit made as a result of buying and selling Crypto Assets.

4.1.2. Nature of Crypto Assets

Some Crypto Assets may not be backed by physical assets and they may not have intrinsic value. Some of the Crypto Assets may not circulate freely or widely. Crypto Assets are generally a high-risk asset class. You should exercise caution in relation to the trading of Crypto Assets, and Crypto Assets themselves.

Transactions involving Crypto Assets off of the Crypto.com App and Crypto.com Web are generally irrevocable. Lost or stolen Crypto Assets may be irretrievable. Once a transaction has been verified and recorded on a blockchain, loss or stolen Crypto Assets generally will not be reversible.

4.1.3. Reliance on Distributed Ledger Technology

Crypto Assets rely on various types of distributed ledger technology. Some of this technology is open source software that is built upon developing technology, namely blockchain. Risks arising from this reliance include the existence of technical flaws in the technology, targeting by malicious persons, majority-validator, consensus-based or other validator attacks, changes in the consensus protocol or algorithms, decreased community or validator support, rapid fluctuations in value of relevant Crypto Assets, the existence or development of competing networks, platforms and assets, flaws in the scripting language, disputes between developers, validators and/or users and regulatory action.

4.1.4. Crypto Assets May Be Complex Products

Certain Crypto Assets may be complex products by virtue that the terms, features and/or risk are not readily understood due to the complex structure, novelty and reliance on technological features.

4.1.5. Volatility of Crypto Assets

The value of the Crypto Assets may fluctuate significantly over a short period of time. The volatile and unpredictable fluctuations in price may result in significant losses over a short period of time. Any Crypto Asset may decrease in value or lose all of its value due to various factors including market conditions and sentiment, changes in liquidity, Forks, the activities of other market participants, general economic environment, public perception, technical and technological constraints, discovery of wrongful conduct, market manipulation, change to the nature or properties of the Crypto Asset, governmental or regulatory activity, legislative changes, suspension or cessation of support for a Crypto Assets or service providers, public opinion, or other factors outside of our control. Technical advancements, as well as broader economic and political factors, may cause the value of Crypto Assets to change significantly over a short period of time.

4.1.6. Market, Liquidity and Conversion Risk

The value of a particular Crypto Asset may decline, or be completely and permanently lost, should the market for that Crypto Asset disappear. There is no assurance that a market for a particular Crypto Asset will continue to exist in the future. This is because the value of a Crypto Asset may be derived, among other things, from the continued willingness of market participants to exchange that Crypto Asset.

There is the possibility for you to experience losses due to the inability to sell or convert Crypto Assets into a preferred alternative asset immediately or in instances where conversion is possible but at a loss.

There is no assurance that a person who accepts a Crypto Asset as payment will continue to do so in the future. You may also suffer loss as a result of depreciation of the value of the Crypto Asset paid as a result of controls imposed by a Government Agency.

Repayment or payment of amounts due to you may be delayed or prevented by our controls or other actions imposed by governmental or regulatory bodies over Crypto Asset that they control or regulate.

4.1.7. No Interest

Funds stored in your Crypto Asset Wallet do not earn any interest. Funds stored in your Fiat Wallet do not earn any interest.

4.1.8. Risks Associated with Statutory Protection Schemes

You should be aware that in comparison to other assets, including fiat currencies:

- (a) Crypto Assets may not subject to a right to claim under any investor compensation fund established by any Government Agency; and
- (b) any Crypto Assets held in an Account may not be protected deposits, and may not be protected by any deposit protection scheme in any jurisdiction.

This means that Crypto Assets may have a reduced level or type of protection compared to fiat currencies, as well as other products and asset classes.

For the avoidance of any doubt, the Crypto Assets held in your Crypto Asset Wallet and Crypto Contracts are not legal tender and are not eligible for coverage by the Canadian Investor Protection Fund (“CIPF”), Canadian Deposit Insurance Corporation (“CDIC”), or any other investor protection insurance scheme, and Foris DAX CAN ULC is not a member of the CIPF.

4.1.9. Fees

Before conducting any transaction, you should obtain details of all fees for which you will be liable.

4.1.10. Risks of Assets Subject to Other Overseas Laws

Crypto Assets received or held by us may be subject to other applicable laws and regulations of the relevant overseas jurisdictions.

4.1.11. Suspension of the Crypto.com App Services or Crypto.com Web Services and Network Events

It may be difficult or impossible to liquidate a position in the Crypto Assets outside of the Crypto.com App or Crypto.com Web under certain circumstances. Certain Network Events may occur rapidly and affect the ability to conduct transactions on the Crypto.com App or Crypto.com Web. Information relating to these Network Events may be difficult to ascertain ahead of time and may be subject to limited oversight by any third-party who is capable of intervening to stabilize the network.

4.1.12. No Suitability Determinations

- a. We do not conduct trade-by-trade suitability determinations.

4.1.13. Delisting or Other Restrictions of Crypto Assets

We may, in our discretion, temporarily or permanently delist or restrict some or all of the functionalities (deposit, receive, transfer, withdraw, purchase, or sell) available for any given Crypto Asset either categorically or with respect to one or more users. In making such a determination, we may consider various factors, such as (but not limited to) market demand, expense, reputability, monitorability, material adverse media, legal and regulatory risk, and code usage, design, functionality, and security. In the event, see the Terms as well as other applicable sections for actions we may take at our sole discretion.

4.2.CYBERSECURITY AND TECHNOLOGY-RELATED RISKS

4.2.1. Loss of Private Key is Permanent and Irreversible

You alone are responsible for securing your private key in respect of any Wallet address in your control. Losing control of your private key will permanently and irreversibly deny you access to your Crypto Assets. Neither we nor any other person will be able to retrieve or protect your Crypto Asset. Once lost, you will not be able to transfer your Crypto Asset to any other address or Wallet. You will not be able to realize any value or utility that the Crypto Asset may hold now or in future. For clarity, Crypto.com controls the private key to your Crypto Asset Wallet and maintains the security of the private key.

4.2.2. Transactions Pending and Irreversible

Once submitted to a blockchain network, a transaction will be unconfirmed for a 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 Crypto Asset transfers to and from external wallet addresses that are in a pending state will be designated accordingly, and the relevant Crypto Asset will not be included in your Crypto Asset Wallet or be available to conduct transactions in the Crypto.com App or Crypto.com Web.

The nature of on-chain Crypto Asset transfers is that they are generally irreversible. This means accidental or fraudulent on-chain transactions in respect of Crypto Assets may not be recoverable.

4.2.3. Forks and Airdrops

You agree and understand that the underlying protocols of the Crypto Assets' networks are subject to Forks which are exogenous to Foris DAX CAN ULC and may result in more than one version of such a network (each a "**Forked Network**"). If a Fork occurs, it may result in the creation of a new Crypto Asset (the "**New Forked Asset**") related to an existing Crypto Asset (the "**Prior Asset**"). You further agree and understand that Forks may materially affect the value, function, and/or name, and may result in loss of control or ownership, of the Prior Assets and other Crypto Assets you hold on the Crypto.com App and Crypto.com Web and that the New Forked Asset may have minimal or no value.

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, Foris DAX CAN ULC may, in our sole discretion, temporarily suspend or amend any Crypto.com App Services or Crypto.com Web Services for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. We may also determine, in our sole discretion, whether or not to support the Forked Network(s), the terms on which we will support a Fork, how to apportion loss in the event of such a fork, and who should have ownership or receive Crypto Assets and/or benefits (if any), and any other action or inaction in our sole and absolute discretion. This could occur with potentially little or no warning and your ability to use the Services or Crypto Assets may be limited and subject to the Fork. You agree that we will not be liable to you for any action or inaction we may take in response to or in connection with a Fork. In the event that Foris DAX CAN ULC decides not to support any such Forked Network ("**Unsupported Forked Network**"), the Crypto Assets offered by such Unsupported Forked Network will not be made available to you.

Notwithstanding the foregoing, we may, in our sole discretion and subject to Applicable Law, obtain and retain the Crypto Assets offered by such Unsupported Forked Network as property belonging solely to Foris DAX CAN ULC. 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. You understand, acknowledge and agree that you have no right, claim, or interest 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 or otherwise use or access the New Forked Asset promptly or at all, and you may lose any value associated with such New Forked Asset. If we determine not to support a New Forked Asset, we may, in our sole discretion, obtain and retain the New Forked Asset as property belonging to us.

WE HAVE NO CONTROL OVER, NOR DO WE HAVE THE ABILITY TO INFLUENCE, THE CREATION OR IMPLEMENTATION OF A FORK OR OF ANY NEW FORKED ASSET. WE CAN PROVIDE NO ASSURANCES ABOUT THE SECURITY, FUNCTIONALITY OR SUPPLY OF ANY CRYPTO ASSET, INCLUDING BOTH THE NEW

FORKED ASSET AND THE PRIOR ASSET. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE ASSUME NO LIABILITY RELATING TO ANY CHANGE IN THE VALUE OF ANY CRYPTO 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 CRYPTO ASSETS, AND THAT FORIS DAX, INC. DOES NOT ASSUME ANY LIABILITY FOR LOSSES RESULTING FROM SUCH EVENTS.

In the event of an Airdrop, Foris DAX CAN ULC may temporarily suspend any Crypto.com App Services or Crypto.com Web Services or any Crypto 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 Crypto.com App Services or Crypto.com Web Services or Crypto Assets may be limited and subject to the Airdrop.

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 Crypto Assets and/or benefits received by us to a Foris DAX CAN ULC account or participate in an Airdrop, and upon what terms to do so, such decision regarding the Crypto Assets and/or benefits remains with us at all times.

We will not be liable to you for failure to credit any Crypto 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 Crypto 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 Crypto Assets and/or benefits in respect of any Crypto Assets have been received by you directly, we may claim such airdropped Crypto Assets and/or benefits from you and you agree to return such airdropped Crypto Assets and/or benefits to us. You further agree that any Crypto 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 Crypto Asset network, and that we are not subject to any obligations whatsoever as they relate to the sender and/or the related Crypto Asset network.

4.2.4. Cyber-attacks, Fraudulent Activity, and Privacy

The technological reliance of the Crypto.com App Services and Crypto.com Web Services on the internet exposes you to an increased risk of fraud or cyber-attack. Crypto Assets, the Crypto.com

App Services and Crypto.com Web may be targeted by malicious persons who may attempt to steal Crypto Assets, or otherwise intervene in a transaction.

This includes (but is not limited to) interventions by way of:

- (a) distributed denial of service;
- (b) Sybil attacks;
- (c) phishing;
- (d) social engineering;
- (e) hacking;
- (f) Smurfing;
- (g) malware;
- (h) double spending;
- (i) majority-mining, consensus-based or other mining attacks;
- (j) misinformation campaigns;
- (k) Forks; and
- (l) spoofing.

Crypto Assets, the Crypto.com App Services and Crypto.com Web may also be vulnerable to exploitation of vulnerabilities in smart contracts and other code, as well as to human error.

The above events may affect the features, functions, operation, use, access or other properties of the Crypto Assets, the Crypto.com App Services and/or Crypto.com Web.

All blockchain transactions include data, and in some circumstances, may include personal data about you. Many blockchain technologies store transaction data publicly and permanently. When you use such technology, you are intentionally making that transaction data public and acknowledge that the data may not be able to be deleted, removed, or reversed due to the nature of blockchain technology.

4.2.5. Targeting by Malicious Persons

Malicious entities may target you in an attempt to steal any Crypto Asset that you may hold, or to claim any Crypto Asset that you may have purchased. This may involve unauthorized access to your Account, your addresses, your passwords, your email or social media accounts, your log-in details or access method for the Account, as well as unauthorized access to your computer, smartphone and any other devices that you may use.

You alone are responsible for protecting yourself against such actions.

4.2.6. Cryptographic Advancements

Developments in cryptographic technologies and techniques, including (but not limited to) the advancement of artificial intelligence and/or quantum computing, may pose security risks to all cryptography-based systems including the Crypto Assets, the Crypto.com App Services and Crypto.com Web Services.

Applying these technologies and techniques to the Crypto Assets, the Crypto.com App Services and/or Crypto.com Web Services may result in theft, loss, disappearance, destruction, devaluation or other compromises of the Crypto Assets, the Crypto.com App Services, the Crypto.com Web Services or your data (as applicable).

4.2.7. Reliance on the Internet and Other Technologies

Crypto Assets, the Crypto.com App Services and Crypto.com Web Services rely heavily on the internet and other technologies. However, the public nature of the internet means that either parts of the internet or the entire internet may be unreliable or unavailable at any given time. Moreover, Trading Bots constitutes an authorised Instruction by You. You understand that Trading Bots execute your instructions only and that the operation of any such Trading Bots are determined by parameters set by you.

Further, interruption, delay, corruption or loss of data, the loss of confidentiality in the transmission of data, or the transmission of malware may occur when transmitting data via the internet and/or other technologies. The result of the above may be that your transaction is not executed according to your Instructions, at the desired time, or not at all.

No authentication, verification or computer security technology is completely secure or safe.

The internet or other electronic media (including without limitation electronic devices, services of third-party telecom service providers such as mobile phones or other handheld trading devices

or interactive voice response systems) are an inherently unreliable form of communication, and such unreliability may be beyond Foris DAX CAN ULC's control.

Any information (including any document) transmitted, or communication or transactions made, over the internet or through other electronic media (including electronic devices, services of third party telecommunication service providers such as mobile phones or other handheld trading devices or interactive voice response systems) may be subject to interruption, transmission blackout, delayed transmission due to data volume, internet traffic, market volatility or incorrect data transmission (including incorrect price quotation) or stoppage of price data feed due to the public nature of the internet or other electronic media.

4.2.8. Risks relating to Timing

A transaction is binding upon completion of the steps described in the Crypto.com App and Web Terms and Conditions. Following this, the transaction will not be reversed unless otherwise provided in the Crypto.com App and Web Terms and Conditions. There is a risk that the final binding transaction does not occur at the same time as your Instructions are provided.

You may suffer loss due to the fact that a transaction is not carried out at the desired time.

4.2.9. Unauthorized Access

Unauthorized third parties may access your Account and submit transactions without your knowledge or authorization, whether by obtaining control over another device or account used by you, or by other methods. You are responsible for securing your Enabled Device.

4.2.10. Crypto.com App Services and Crypto.com Web Services Materials

Foris DAX CAN ULC is not obliged to provide any adaptations, enhancements and/or modifications to the information about the Crypto.com App Services and Crypto.com Web Services. This means, for example in relation to the App, that you may have an out of date version of the App, and new features may not be incorporated to the version of the App you use. It is your responsibility to ensure you update and download applicable updates and versions.

The Firm may provide historical and/or real-time data regarding the general market price/value of Crypto Assets, including graphs displayed within the Crypto.com App and Crypto.com Web that show the price fluctuations of Crypto Assets. Such data or graphs are intended for reference only and to provide information as to the general value of such assets in the crypto asset markets generally based on market data. This pricing information does not show the price at which a client can buy or sell any given Crypto Asset from/to the Firm through the Crypto.com App. For

every purchase or sell transaction in the Crypto.com App, you will be shown the actual exchange rate and total price of the transaction in the transaction confirmation. That is the controlling pricing information. Please make sure to carefully review the pricing information in the confirmation screen because that pricing will be binding if you choose to execute the transaction.

4.2.11. Use of Jailbroken Devices

The use of the App on a jailbroken device may compromise security and lead to fraudulent transactions. You may suffer loss as well as a termination of this Crypto.com App and Web Terms and Conditions.

4.3. GENERAL RISKS

4.3.1. Jurisdiction-related Risks

Residents, Tax residents or persons having a relevant connection with jurisdictions other than the jurisdiction to which these Terms apply are prohibited from using the Crypto.com App Services and Crypto.com Web Services. Changes in your place of domicile or Applicable Law may result in you violating any legal or regulatory requirements of your applicable jurisdiction. You are responsible for ensuring that any transaction is, and remains lawful and in accordance with these Terms despite changes to Applicable Law, your residence and circumstances.

4.3.2. Product-related Risks

You should read the applicable product terms, product information, crypto asset statements, and these risk disclosures carefully before entering into a transaction.

We do not intend to support any Crypto Assets that are considered to be securities or derivatives under securities legislation in Canada. However, to affect the services offered, we hold Crypto Assets beneficially owned by you on your behalf through contracts called “crypto contracts” under securities legislation in Canada. These crypto contracts are subject to the securities legislation in Canada. Because your rights to Crypto Assets beneficially owned by you are subject to crypto contracts, your rights are subject to the ability of Foris DAX CAN ULC to fulfill its obligations under those crypto contracts. In the event of bankruptcy, insolvency or like circumstance or other event that significantly disrupts our ability to conduct business, we may not be able to fulfill our obligations to you and your rights to access your Crypto Assets may be adversely affected.

We are subject to an extensive and highly-evolving regulatory landscape, and any changes to any laws and regulations could adversely impact our ability to offer, and your use of and access to, the Crypto.com App Services or Crypto.com Web Services in your jurisdiction. Further, such changes could also impact your legal obligations with respect to your use of the Crypto.com App Services or Crypto.com Web Services. To the extent that a Crypto Asset is considered to be a security and/or derivative by a binding authority, we would need to review such Crypto Asset and may be required to delist or restrict some or all of the functionalities available for any given Crypto Asset.

In addition to existing laws and regulations, various governmental and regulatory bodies in Canada and in other countries may adopt new laws and regulations. The extent, scope, and effect of such new laws and regulations are difficult to predict. Informed by this evolving regulatory landscape, we perform due diligence with respect to Crypto Assets prior to making them available. Our decision on whether or not to make a Crypto Asset available is based on our review of publicly available information and other information about the Crypto Asset, including, but not limited to:

- (a) The creation, governance, usage and design of the Crypto Asset, including issuance documents, consensus mechanisms, clearing technology, code governance and design, and code security;
- (b) The supply, demand, maturity, and utility of the Crypto Asset;
- (c) The reputability and monitorability of the Crypto Asset;
- (d) Material adverse media relating to the Crypto Asset; and
- (e) Legal and regulatory risks associated with the Crypto Asset, including whether a regulator of competent jurisdiction in Canada or the United States or other jurisdiction with which the Crypto Asset has the most significant connection will determine that the Crypto Asset is a security or derivative based on their prior decisions.

You should consider seeking independent professional advice before making any investment decision.

4.3.3. Tax Treatment and Accounting

Some Crypto Assets and transactions may be subject to the tax laws and regulations in an applicable jurisdiction. The tax treatment and accounting of Crypto Assets (and any ancillary benefits) is subject to changes. Tax treatment of Crypto Assets may vary amongst jurisdictions.

We may receive queries, notices, requests or summons from tax authorities and as a result may be required to furnish certain information about the transaction.

Among the accounting profession, there are developing standards and practices for how an auditor can perform assurance procedures to obtain sufficient audit evidence for the existence and ownership of the Crypto Assets, and ascertain the reasonableness of the valuations.

If you are unsure about the tax implications of your transactions, you should seek independent professional advice before carrying out a transaction.

4.3.4. Inflation/Deflation Risk

Certain Crypto Assets may, either because of the inherent design of the Crypto Asset or through Network Events, not be a fixed supply of assets. Where additional Crypto Assets are created, the asset's price may decline due to inflationary effects of adding additional Crypto Assets to the total assets available or could increase in value from deflationary effects of reducing the Crypto Asset supply.

4.3.5. Concentration Risk

At any point in time, one or more persons may directly or indirectly control significant portions of the total supply of any particular Crypto Asset. Acting individually or in concert, these holders may have significant influence, and may be able to influence or cause Network Events which may have a detrimental effect on price, value or functionality of the Crypto Assets. Network Participants may make decisions that are not in your best interest as a holder of Crypto Assets.

4.3.6. Country Risks

If a transaction is made in any Crypto Asset issued by a party subject to foreign laws or transactions made on markets in other jurisdictions, including markets formally linked to a domestic market, recovery of the sums invested and any profits or gains may be reduced, delayed or prevented by controls, debt moratorium or other actions imposed by the government or other official bodies. Before you submit a transaction, you should satisfy yourself about any rules or laws relevant to that particular transaction.

Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should obtain independent advice about the different types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade. If your country of residence imposes restrictions on Crypto Assets, we may be required to discontinue

your access to the Account, and may not be permitted to transfer Crypto Assets back to you or permit you to transfer Crypto Assets from the Account to yourself or others, until such time as the regulatory environment permits us to do so.

4.3.7. Evolving Regulations

All Crypto Assets are potentially exposed to legal and regulatory risks. The legal and regulatory treatment of some of the Crypto Assets may change. Regulation of Crypto Assets is evolving. The effect of regulatory and legal risk is that any Crypto Asset may decrease in value or lose all of its value due to legal or regulatory change. We may also need to reassess such Crypto Assets and may be required to delist or restrict some or all of the functionalities available for any given Crypto Asset. This may affect the value or potential profit of a transaction.

We may cancel or modify your transaction, restrict or suspend your use of the Crypto.com App Services or Crypto.com Web Services or your Account to comply with Applicable Law or for other reasons as specified in the Crypto.com App and Web Terms and Conditions.

We recommend you obtain independent legal, tax and financial advice and that you continue to monitor the legal and regulatory position in respect of the Crypto Assets and your transactions.

4.3.8. Conflicts of Interest

We have adopted policies and procedures designed to identify, disclose, and manage material conflicts of interest arising from our operations in connection with the Crypto.com App Services and Crypto.com Web Services in the best interest of our clients. We believe these policies and procedures are sufficient to identify, disclose, and manage material conflicts of interest, protect our customers' interests, and to fulfill our obligations to our customers. However, a failure to adequately identify, disclose, and manage material conflicts of interest could adversely affect your interests and could expose Foris DAX CAN ULC to liability, fines, reputational damage, operational risk, and other serious consequences that could affect our ability to provide the Crypto.com App Services and Crypto.com Web Services.

We have implemented safeguards designed to ensure that our management and operations and the management and operations of our affiliates are operationally independent. The services provided by these affiliates are subject to contractual obligations to Foris DAX CAN ULC that are monitored by us with the aim of ensuring that acceptable standards of service are maintained at all times. Moreover, these services are subject to review by Foris DAX CAN ULC's independent auditors. These services include:

The Crypto Assets you deposit with or purchase from Foris DAX CAN ULC are held in custody by Foris DAX Trust Company, LLC (the “**Custodian**”), which is an affiliate of Foris DAX CAN ULC via common ownership. The Custodian is regulated by the New Hampshire Banking Department. Foris DAX CAN ULC does **not** receive compensation from the Custodian; Foris DAX CAN ULC and the Custodian are functionally independent; and the Custodian is obligated by contract with Foris DAX CAN ULC to hold your assets for your benefit, separate and apart from the assets of other customers, the Custodian, and Foris DAX CAN ULC, and to cooperate in returning your assets in the event of Foris DAX CAN ULC’s or the Custodian’s insolvency, dissolution, or liquidation. The Custodian is obligated to act as a fiduciary; it may not lend, hypothecate, or utilize your assets. Legal and beneficial ownership of the assets remain with you.

Foris DAX CAN ULC licenses hot wallet technology from Foris DAX MT Ltd., which is an affiliate of Foris DAX CAN ULC via common ownership, and obtains Foris DAX MT Ltd.’s assistance in deploying the service. The technology is used to facilitate your deposits and withdrawals of crypto assets from/to the Crypto.com App and Crypto.com Web. Foris DAX MT Ltd. is regulated by the Malta Financial Services Authority. Foris DAX CAN ULC does **not** receive compensation from Foris DAX MT Ltd. for this service.

In order to source liquidity for the Crypto Asset transactions available through the Crypto.com App Services and Crypto.com Web Services, Foris DAX CAN ULC sources liquidity from the Foris DAX MT Ltd., which in turn sources liquidity from various third parties. Foris DAX CAN ULC does **not** receive compensation from Foris DAX MT Ltd. for this service. Foris DAX CAN ULC is the counterparty to all transactions executed with you via the Crypto.com App and Crypto.com Web.

For information applicable to the Staking Services, see Section 4.6.

4.3.9. Third-Party and Operational Risks

We currently rely on third-party service providers for certain aspects of our operations, including payment processors, banks, and payment gateways to process transactions; cloud computing services and data centers that provide facilities, infrastructure, website functionality and access, components, and services, including databases and data center facilities and cloud computing; as well as third parties that provide certain outsourced services and functions, including safekeeping of Crypto Assets, all of which are critical to our operations. Because we rely on third parties to provide these services and to facilitate certain of our business activities, we face increased operational risks. Any interruptions in services provided by these third parties may impair our ability to support our customers and offer (or maintain) the Crypto.com App Services and Crypto.com Web Services.

We do not directly manage the operation of any of the third-party service providers we use, including their data center facilities that we use. These third parties may be subject to financial, legal, regulatory, and labor issues, cybersecurity incidents, break-ins, computer viruses, denial-of-service attacks, sabotage, acts of vandalism, privacy breaches, service terminations, disruptions, interruptions, and other misconduct. They are also vulnerable to damage or interruption from human error, power loss, telecommunications failures, fires, floods, earthquakes, hurricanes, tornadoes, pandemics (including the COVID-19 pandemic) and similar events. In addition, these third parties may breach their agreements with us, disagree with our interpretation of contract terms or applicable laws and regulations, refuse to continue or renew these agreements on commercially reasonable terms or at all, fail or refuse to process transactions or provide other services adequately, take actions that degrade the functionality of our services, impose additional costs or requirements on us or our customers, or give preferential treatment to competitors.

There can be no assurance that third parties that provide services to us or to our customers on our behalf will continue to do so on acceptable terms, or at all. If any third parties do not adequately or appropriately provide their services or perform their responsibilities to us or our customers on our behalf, such as if third-party service providers to close their data center facilities without adequate notice, are unable to restore operations and data, fail to perform as expected, or experience other unanticipated problems, we may be unable to procure alternatives in a timely and efficient manner and on acceptable terms, or at all, and our ability to offer (or maintain) the Crypto.com App Services and Crypto.com Web Services may be adversely affected.

4.3.10. Custody Risks

Crypto Assets received by Foris DAX CAN ULC from its customers are deposited with an Affiliate of Foris DAX CAN ULC: Foris DAX Trust Company, LLC (the “**Custodian**”). The Custodian is a non-depository trust company chartered, regulated, and supervised by the New Hampshire Banking Department. The Custodian holds your crypto assets in the United States and is subject to the insolvency, liquidation, and bankruptcy laws of the United States. The Custodian has all the necessary technical capabilities and expertise to safely and securely custody Crypto Assets.

The Custodian holds the Crypto Assets in omnibus accounts designated for the benefit of Foris DAX CAN ULC’s customers. The assets are segregated from the assets of the Custodian, Crypto.com, and other clients of the Custodian. Foris DAX CAN ULC allocates such Crypto Assets for each respective client as shown in the sub-accounts for each respective client. Our agreement with the Custodian provides that all Crypto Assets are custodied for the benefit of customers of Foris DAX CAN ULC and remain assets of each such customer. In the event legal or nominal title to any Client Asset is determined to be held by either the Foris DAX CAN ULC

or the Custodian, both Foris DAX CAN ULC and the Custodian agree that the sole and exclusive beneficial and equitable interest in such asset remains with the applicable end client of Foris DAX CAN ULC (as shown in the applicable sub-account) and not with either Foris DAX CAN ULC or the Custodian, or in the alternative that such asset is and shall be held in trust for the sole and exclusive benefit of such end client. The Custodian stores 100% of all Crypto Asset private keys using multiparty computation. Although Crypto Assets are securely held by the Custodian for the benefit of our customers, Foris DAX CAN ULC has authority over client Crypto Assets for the sole purpose of and to the extent necessary to facilitate trading or other client Instructions. Due to Foris DAX CAN ULC having authority with respect to client assets in the manner described above, client assets may be exposed to risk of loss: (i) if there is a breakdown in Foris DAX CAN ULC's information technology systems; or (ii) due to the fraud, willful or reckless misconduct, negligence or error of Foris DAX CAN ULC or their personnel.

Custody of your Crypto Assets with the Custodian, rather than holding your assets in a self-hosted/private wallet, could increase certain risks. These risks could include risk of loss:

- (i) if the Custodian or Foris DAX CAN ULC become bankrupt or insolvent; however, Foris DAX CAN ULC and the Custodian have implemented measures designed to return all crypto assets to Foris DAX CAN ULC's customers in this event;
- (ii) if there is a breakdown or breach in the Custodian's information technology systems and controls; or
- (iii) due to fraud, willful or reckless misconduct, negligence, or error of the Custodian or its personnel or its service providers.

In the event of the Crypto Custodian's insolvency, liquidation, or bankruptcy, your assets will be subject to the insolvency and bankruptcy laws and procedures under U.S. law rather than Canadian law. This could result in a different timeline and process for the return of your assets than would be achieved under Canadian law.

Foris DAX CAN ULC and its Custodian do not pledge, repledge, hypothecate, re-hypothecate, lend, or borrow any Crypto Assets held by the Custodian or Foris DAX CAN ULC.

The Firm uses hot wallet software to automate the receipt of your crypto asset deposits from external digital wallet addresses; the transfer of your crypto assets to the Custodian; and the withdrawal of your crypto assets to the external digital wallet you designate for receipt. Accordingly, the Firm has access to client assets received by and transmitted via the hot wallet software. The Firm maintains insurance to cover the theft of crypto assets that are received and transmitted through its hot wallet software. The insurance may not be sufficient to cover all losses. Currently, the Firm's personnel who have access and control of the hot wallet software system reside outside of Canada. The Firm will oversee these personnel to act in accordance with applicable law notwithstanding their location

4.4.RISKS SPECIFIC TO INDIVIDUAL CRYPTO ASSETS

In addition to the risks covered in this Risk Statement and anywhere else in these Terms, each specific Crypto Asset available through the Crypto.com App Services and Crypto.com Web Services may present distinct risks. We have prepared plain language descriptions of the Crypto Assets (each, a “**Crypto Asset Statement**”) made available through the Crypto.com App Services and Crypto.com Web Services, including some risks related to these individual Crypto Assets. These descriptions are available [here](#). The risks attendant to any specific Crypto Asset may evolve over time. You understand, accept, and agree to assume all of the various risks involved with each Crypto Asset available via the Crypto.com App Services and Crypto.com Web Services.

4.5.LIMITS OF STATUTORY RIGHTS OF ACTION UNDER SECURITIES LAWS

The statutory rights in section 130.1 of the *Securities Act* (Ontario) and, if applicable, similar statutory rights under securities legislation of other Applicable Jurisdictions, do not apply in respect of the Risk Statement to the extent a Crypto Contract is distributed under the Prospectus Relief granted in the exemptive relief decision Re: Foris DAX CAN ULC, dated [April 30, 2025].

4.6.RISKS SPECIFIC TO STAKING SERVICES

4.6.1. Description of the Staking Service and Role of Relevant Parties

On-Chain Staking (“On-Chain Staking”) is an online service facilitated by us, our affiliates and/or third-party service providers (together, the “**Staking Providers**”) that gives eligible persons (“**Staking Users**”) the option to participate in Proof-of-Stake consensus mechanisms on supported blockchains to secure the applicable network by validating transactions propagated over the network (“**staking**” or “**stake**”). The Staking Providers include Figment, Chorus One, Blockdaemon, Kiln, and P2P.

The Crypto Assets eligible for On-Chain Staking (“On-Chain **Crypto Assets**”) shall depend on the supported blockchains as determined by us (including with respect to arrangements we may have in place with third-party service providers) and are therefore subject to change at any time at our discretion.

Foris DAX CAN ULC will facilitate the staking of your On-Chain Crypto Assets by enabling you to select a specific type and amount of crypto assets to be staked; by contracting with Staking Providers to stake those designated crypto assets on your behalf; keeping records of your

On-Chain Crypto Assets and any accrued validation rewards; and facilitating the distribution of any applicable portion of the Validation Rewards (defined in Section 6.3) to you less a fee paid to us for providing you with On-Chain Staking, dependent on the specific supported blockchain and the terms of our arrangement with any third party service provider - see Section 6.3), which may be updated from time to time here. By using the On-Chain Staking service, you authorize Foris DAX CAN ULC to facilitate the staking of your Crypto Assets by the Staking Providers.

Foris DAX Trust Company will be the custodian of the staked assets and hold them for your benefit. It will custody the staked assets and any Validation Rewards received from the Staking Providers in omnibus staking wallets that are separate and distinct from omnibus staking wallets used to safekeep unstaked crypto assets held on behalf of Foris DAX CAN ULC's customers. Custody, possession and control of staked Crypto Assets will not be transferred to the Staking Providers. Your crypto assets will continue to be attributed to your account. The Staking Providers will facilitate the staking of those On-Chain Crypto Assets on your behalf by acting as a transaction validator on the applicable Proof-of-Stake network for the On-Chain Crypto Asset you have chosen to stake and distribute any applicable rewards to Foris DAX Trust Company.

4.6.2. Staking and Unstaking

b. After you choose to stake your On-Chain Crypto Assets, your assets will enter the activation period as they are in the process of being staked. Foris DAX CAN ULC establishes this activation period to be consistent with bonding periods imposed by the applicable network. Accordingly, the estimated activation period may be longer for some Crypto Assets than for others as the activation period may be influenced by the bonding period imposed by that Crypto Asset's blockchain network (if any). You will not be able to sell, withdraw, or unstake your On-Chain Crypto Assets until the activation period has ended. Validation Rewards will not be generated until after the activation period has ended. Similarly, after you choose to unstake your staked crypto assets, you will not be able to sell or withdraw your Crypto Assets until the unbonding period is over. Validation Rewards will not be generated during the unbonding period. The estimated unbonding period may vary per Crypto Asset. Additional information about this process and estimates of the unbonding period duration may be included in FAQs and other documents available on the Crypto.com website.

c. Different blockchain protocols may calculate and distribute Validation Rewards on a daily, weekly, monthly or other periodic basis. When you unstake your Crypto Assets during one of these periods, you may be ineligible to receive any Validation Rewards for that period.

4.6.3. Validation Rewards, Commissions, and Fees

In return for securing the applicable network for the On-Chain Crypto Assets by validating blocks of transactions propagated over the network, that network may provide transaction

validators with a reward (“**Validation Reward**”). If the Staking Providers successfully validate a block of transactions in respect of On-Chain Crypto Assets in accordance with your instructions, you may be entitled to an applicable portion of the Validation Reward in proportion to the amount of On-Chain Crypto Assets you have staked. The Validation Rewards are granted by and determined by the protocols of the applicable On-Chain Crypto Asset network. Accordingly, the Validation Rewards may change from time to time due to the On-Chain Crypto Asset network. Changes in the inflation/deflation rate of the Crypto Asset or the total amount of Crypto Assets staked by all validators could impact the Validation Reward. The Validation Rewards which you receive will be the actual rate of rewards received from Validators, net of any commissions received by the Validators from the network (“**Validator Commissions**”) and net of fees that we may charge you for providing this service. We may receive rebates from Validators out of the Validation Commissions for certain On-Chain Crypto Assets but these rebates do not affect the Validation Reward.

You have no right to any reward in respect of On-Chain Staking until it is generated (or unbonded as applicable) by the respective supported blockchain and disbursed to you thereafter via blockchain addresses facilitated by us. The actual Validation Rewards will only be distributed to you when they have been received from the respective supported blockchain protocol. They will be disbursed to you thereafter via blockchain addresses facilitated by Foris DAX CAN ULC. Where the relevant blockchain protocols offer compounded rewards, Foris DAX CAN ULC will credit your rewards as (Staked). For example, your account will reflect them as SOL (Staked). For rewards that are non-compounded by the blockchain protocol, the rewards are credited to Available Quantity under your Balances.

Foris DAX CAN ULC may, at our sole discretion, provide you with our approximated projection of the Validation Rewards you may be entitled to if the Staking Providers successfully validate a block of transactions in respect of On-Chain Crypto Assets which you have staked, pre- or post-deduction of fees (“**Estimated APR**”) but you understand that the Estimated APR provided by us is purely an estimation of the Validation Rewards and is in no way a guarantee or confirmation that you will actually receive such Validation Rewards or such amount of Validation Rewards.

You acknowledge that the Estimated APR and actual Validation Rewards, including the timing and frequency of Validation Rewards, may change over time and depend on the applicable On-Chain Crypto Asset network.

FORIS DAX CAN ULC AND THE STAKING PROVIDERS DO NOT GUARANTEE THAT YOU WILL RECEIVE ANY VALIDATION REWARDS, ANY SPECIFIC STAKING REWARD, OR ANY ESTIMATED APR. YOU ACKNOWLEDGE AND AGREE THAT FORIS DAX INC., ITS AFFILIATES AND THE STAKING PROVIDERS, ARE NOT LIABLE

FOR ANY FAILURE BY THE APPLICABLE NETWORK OR OTHER THIRD PARTY IN DISBURSING ANY VALIDATION OR OTHER STAKING REWARD. YOU ACKNOWLEDGE THAT PAST VALIDATION REWARDS ARE NOT INDICATIVE OF EXPECTED FUTURE VALIDATION REWARDS.

4.6.4. Slashing/Jailing

Some On-Chain Crypto Asset networks subject staked assets to “slashing” or “jailing” if the transaction validator representing those assets incorrectly validates or fails to validate a transaction. As a result, there may be non-payment of Validation Rewards and the staked On-Chain Crypto Assets may be subject to a penalty.

The Staking Providers will use commercially reasonable efforts to prevent any staked assets from slashing/jailing; however, in the event that slashing/jailing occurs, unless otherwise provided herein, Foris DAX CAN ULC will endeavor to **(but will have no obligation to)** replace your On-Chain Crypto Assets at no additional cost, provided that the penalties are not a result of:

- (i) your acts or omissions;
- (ii) maintenance of the applicable On-Chain Crypto Asset network, bugs, errors;
- (iii) acts by a hacker or other malicious actor; or
- (iv) Force Majeure events.

You acknowledge and agree that slashing/jailing may result in partial or total loss of your On-Chain Crypto Assets and applicable portion of the Validation Rewards.

4.6.5. Optional Service

You are not required to use On-Chain Staking and you can opt out of any staking services (subject to the Crypto.com App and Web Terms and Conditions) by unstaking your On-Chain Crypto Assets (as defined below) at any time. The use of any other product offered by us is not dependent on or determinative of your use of the On-Chain Staking product.

You should conduct your own due diligence and consult your advisors before making any decision including whether to participate in On-Chain Staking and related transactions.

4.6.6. Due Diligence on Eligible Blockchain Networks

In addition to the due diligence Foris DAX CAN ULC conducts on Crypto Assets, the company conducts due diligence on blockchain networks to determine whether to support Staking Services for that network and applicable Crypto Asset. This due diligence includes a review of:

- Security Vulnerabilities: Assess cybersecurity risks and security vulnerabilities, including whether the Crypto Asset and network's code is secure and whether any previous hack or attack attempts were made or successful. Such review includes review of source code and the documentation thereof.
- Third-Party Security Audit: Review whether a reputable third-party auditor conducted an audit of the Crypto Asset's and network's code.
- Consensus Mechanism: Assess the clearing technology, specifically the reputability of the network's consensus mechanism and the possibility of a transaction being reverted for fraudulent, deceptive or abusive reasons.
- Transaction Finality: Determine finality used, assess what level provides a reasonable probability for a transaction of not being reverted.
- Code Governance: The Information Security Team reviews code governance, including consensus and finality, and assesses whether the ability to deploy major updates to the code are in line with industry best practices.
- Senior Leadership: Identification of senior leaders of the Crypto Asset project (as applicable); country of origin; and channels/sources through which these senior leaders (as applicable) communicate material updates.
- Technology or System Enhancements: Whether any material risks associated with any technological or systems enhancements or modifications that would be necessary to facilitate the service.

4.6.7. Due Diligence on Staking Providers

Foris DAX CAN ULC reviews various criteria in determining whether to contract with a Staking Provider. This criteria includes:

- Chain-specific Historical Validator Performance: Review of the historical record of the uptime of the nodes a potential Staking Provider operates for each blockchain on which it

serves as a validator; any history of slashing/jailing and the amount slashed; and the reward rates generated by the Staking Provider over time.

- Security and Risk Management: Review the information technology and cybersecurity frameworks and policies implemented by potential Staking Providers, including policies and procedures for secure key management, information security, and business continuity policies and procedures.
- Technological Expertise: Review the potential Staking Provider's staking infrastructure, including their application program interfaces, and protocol knowledge sharing capabilities.

Staking Providers are held to minimum service level standards covering quality assurance and testing of all included subsystems, individual node uptime commitments, secure key handling, and server backup and redundancy as well as available insurance and coverage for slashing fees and compliance with applicable law. Foris DAX CAN ULC further considers the reputation of the Staking Validators and conducts on-going monitoring of the Staking Validators' services.

Notwithstanding such due diligence, there may still be risks from the Staking Providers, including:

- The Staking Providers may be subject to regulatory or legal action or restrictions imposed by a On-Chain Crypto Asset network that prevent them from continuing to provide their services;
- nodes operated by the Staking Providers may be subject to unscheduled downtime as a result of denial of service or other cyber attacks, system outages or other operational issues;
- The Staking Providers may cease to support certain blockchain protocols;
- Agreements between Foris DAX CAN ULC and a Staking Provider may be terminated.
- There may be errors in data provided by the Staking Providers

Foris DAX CAN ULC does not control the actions of Staking Providers and they may fail to perform as expected, which could result in slashing of your On-Chain Crypto Assets and Validation Rewards. Foris DAX CAN ULC does not guarantee the performance of any Staking Providers and are not responsible for any losses that may result from their actions or failures. You are responsible for conducting your own due diligence before choosing to use the Staking Services.

4.6.8. No Fiduciary Services

Foris DAX CAN ULC is not your trustee, investment advisor, investment manager or fiduciary. By facilitating On-Chain Staking, Foris DAX CAN ULC does not become a trustee, investment advisor, investment manager or form any sort of fiduciary relationship with you. We have no trust or other obligations with respect to your Crypto Assets other than those expressly specified in the Crypto.com App and Web Terms and Conditions.

4.6.9. Other Risks of On-ChainStaking

d. In addition to the risks described in this Clause 6—including risks related to Slashing/Jailing (see Section 6.5), the activation and unbonding periods (see Clause 6.2), reliance on third parties such as the Staking Providers and the Custodian (see Clause 6.1 and 6.7), the variation of rewards, including the fact that no Validation Rewards may be generated (see Clause 6.3), and the risks related to the functioning of the underlying blockchain network (see Clause 6.6)—and the other risks relevant to crypto assets as described in the other sections of this Risk Statement, On-Chain Staking may include additional risks.

e. Such additional risks includes that the value of the Crypto Assets you stake, including the fiat value of any Crypto Assets earned as Validation Rewards, may be significantly different (potentially significantly less) than the value of the Crypto Assets at the time you staked them by the time you are able to withdraw or sell them after the activation period or unbonding period, if any.

f. Moreover, for certain On-Chain Crypto Assets, the underlying protocols may offer Staking Providers 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 On-Chain Crypto Assets, 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. Staking protocols rely on smart contracts. These smart contracts may contain bugs or vulnerabilities that could result in the loss of staked Crypto Assets.

5.User Acknowledgements, Representations, Warranties, Covenants – General.

By signing up to use the Crypto.com App Services and Crypto.com Web Services, you acknowledge, represent, and warrant, in each case as applicable, each of the items contained in this Clause 5 and all of its subsections.

5.1.Acknowledgement and Assumption of Risks.

You represent and warrant that you have received a copy of, have carefully read, understand, accept, and agree to assume all of the various risks involved in using, holding, trading, delivering, transacting, and transferring Crypto Assets and the use of Crypto.com App Services and Crypto.com Web Services, including but not limited to the risks specifically set forth in Clause 4 and referenced therein. You agree that Crypto.com shall not be liable to you for any

loss, damage, expense, or liability that may relate to any of the risks specifically set forth in Clause 4 and referenced therein. Further, you represent that you are able to bear any financial or other loss associated with or that may otherwise relate to your use of Crypto.com App Services and Crypto.com Web Services.

5.2.Non-Reliance.

5.2.1. You represent that you are not relying on (and will not at any time rely on) any communication (written or oral) of Crypto.com as advice or as a recommendation to engage in any transaction involving Crypto Assets. Further, you confirm that Crypto.com has not (a) given any guarantee or representation as to the potential success, return, effect, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of transacting in Crypto Assets or (b) made any representation to you regarding the legality of transacting in Crypto Assets under Applicable Laws. In deciding to use Crypto.com App Services or Crypto.com Web Services to transact in Crypto Assets, you are not relying on the advice or recommendations of Crypto.com, and you have made your own independent decision that using Crypto.com App Services or Crypto.com Web Services and transacting in Crypto Assets.

5.2.2. We do not provide recommendations or investment advice, and any content on the Crypto.com App, Crypto.com Web and Site or other communication channels should not be considered as a substitute for tailored recommendations or investment advice. We do not conduct trade-by-trade suitability determinations. The contents of the Crypto.com App, Crypto.com Web and Site should not be used as a basis for making investment decisions and should not be construed as an attempt to market or promote any type of Crypto Asset.

5.3.Identity and Eligibility.

You represent and warrant that:

- you are at least eighteen (18) years of age;
- you reside in Canada;
- you have the full right, power, and authority to agree to these Terms;
- you are not a resident or a Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction that Crypto.com has indicated as being subject to prohibitions or restrictions on accessing or using the Crypto.com App Services or Crypto.com Web Services;
- 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 Crypto Assets is unlawful or restricted in any way or requires licensing, registration or approval of any kind;

- you are the authorized 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;
- you will not simultaneously have multiple accounts to access the Crypto.com App Services or Crypto.com Web Services; you are not impersonating any other person, operating under an alias or otherwise concealing your identity;
- you are not located in, under the control of, or a national or resident of (i) any international sanctioned countries, or (ii) any country to which Canada or the United States has embargoed goods or services; (iii) are not identified as, or do not knowingly engage in any dealings or transactions with, a Blocked Person or a Canadian Sanctions Designated Person pursuant to the *Special Economic Measures Act (Canada)* or the *United Nations Act (Canada)* or any associated regulations or any other legislation or regulations dealing with sanctioned individuals;
- you will immediately notify us of any change to your state or location of residence and continually review and update your Account and or user profile to ensure accuracy of the information provided;
- you are not placed on the U.S. Department of Commerce, Bureau of Industry and Security's Denied Persons List, or any similar restricted list in Canada;
- you will not use our Crypto.com App Services or Crypto.com Web Services if any Applicable Laws prohibit you from doing so in accordance with these Terms;
- you will use our Services solely for your own personal use only and not for any commercial or business purposes;
- 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;
- you are the beneficial owner of (or if you are acting as a trustee, the legal owner) any Crypto Asset or CAD subject to these Terms and forming the subject matter of the Services; and
- you are compliant with all Applicable Laws requirements to which you are subject, including without limitation, all tax laws and regulations, control requirements and registration requirements.

5.4. Any use of the Crypto.com App Services or Crypto.com Web Services by an individual who does not meet the criteria outlined in this Clause 5 is unauthorized, unlicensed and will be deemed in violation of these Terms.

5.5.Onboarding and Ongoing Basic Requirements.

- 5.5.1. In order to use the Crypto.com App Services, you must register as a user on the Crypto.com App and provide us with all information and/or documents requested by us. Except where permitted by Applicable Laws, 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 otherwise required by Applicable Law), you may be required to provide us with a certified English translation. 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 to process or review any documents that are not in the English language. This provision also applies to the Crypto.com Web Services.
- 5.5.2. You agree to cooperate with all requests made by us or any of our third-party service providers on our behalf in connection with your 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, verify your source(s) of income and/or wealth, among other requests. 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.
- 5.5.3. We are entitled, in our sole discretion and without providing reasons, to refuse your application for, or to suspend, terminate or limit your use of, the Crypto.com App Services or Crypto.com Web Services or your Account, and/or to change the eligibility criteria for registration or use of the Crypto.com App Services or Crypto.com Web Services at any time. We may confidentially verify, supplement, or append the information you provide us with or obtain information on you ourselves or through third parties from secure databases in accordance with our [Privacy Notice \(“Privacy Notice”\)](#). By agreeing to these Terms, you acknowledge that we or a third party on our behalf may verify, supplement, or amend your information for any reason including for the up-to-date maintenance of our records or to comply with applicable reporting obligations.
- 5.5.4. You hereby represent and warrant that any and all information provided by you or on your behalf to us, our Affiliates, and any of our third-party service providers are always complete, accurate, and up to date in all respects and that in the event such information ceases to be complete, accurate, and up-to-date, you shall provide us, our Affiliates, and third-party service providers with revised and updated information without delay. It is your responsibility to update us with any changes in your Personal Data 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 further information or request that you go through the verification process again. Failure to complete any step of the registration process or provide up to date information may result in your inability to or adversely affect your access to and use of the Crypto.com App Services or Crypto.com Web Services. You hereby agree to indemnify us and our Affiliates for any and all losses incurred as a result of your failure to provide complete, accurate, and up-to-date information at any point prior to, during, and following termination of your use of and access to our Services.

- 5.5.5. At the time you sign up for the Crypto.com App Services or Crypto.com Web Services or at any time in the future after signing up for the Crypto.com App Services or Crypto.com Web Services, you authorize us to undertake electronic identity verification checks on you, either directly or using third-party service providers.
- 5.5.6. Notwithstanding any Terms hereunder or your successful completion of the signing up process in accordance with Clause 5.5 above, certain types of users are specifically prohibited from using certain features within the Crypto.com App Services or Crypto.com Web Services. You further represent and warrant that in relation to the use of CSCs on the Crypto.com App or Crypto.com Web or any of the Crypto.com App Services or Crypto.com Web Services, you are not located in, under the jurisdiction of, or a national or resident of any of the countries, states, and jurisdictions listed at <https://help.crypto.com/en/articles/5792178-crypto-com-app-geo-restrictions>.
- 5.5.7. Subject to Applicable Law, 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.

5.6.Third-Party Services.

You understand and agree that we may engage any third-party service provider or subcontractor to perform any or all of the services provided hereunder. Further, you acknowledge, accept, and assume the risks associated with our use of such third-party services, including those set forth in Clause 4.3.9. 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 parties.

6.User Acknowledgements, Representations, Warranties, Covenants – User Conduct.

6.1.General Conduct.

It is our goal that all Crypto.com App Services and Crypto.com Web Services users enjoy their use of our services in a safe and secure environment. To that end, you agree to use the

Crypto.com App Services and Crypto.com Web Services in good faith and adhere to the following general standards of conduct at all times:

- You will demonstrate respect and courtesy to other users, our personnel, and our services at all times;
- You will use your utmost integrity in all your dealings with Crypto.com and in your use of Crypto.com App Services and Crypto.com Web Services;
- You will comply with all Applicable Laws pertaining to your use of our services and the activities you conduct in the Crypto.com App Services and Crypto.com Web Services; and
- You will promptly comply with our notices and our personnel's instructions with respect to your use of Crypto.com App Services and Crypto.com Web Services.

6.2.Prohibited Activities.

Without prejudice to any of Crypto.com's rights, you undertake not to (and shall not, knowingly or otherwise, authorize, allow, permit, or assist any other party to):

- use the Crypto.com App or Crypto.com Web and/or Sites to conduct electronic spamming or otherwise distribute any unsolicited or unauthorized advertising, promotional, or marketing material, junk mail, or chain letters;
- use the Crypto.com App or Crypto.com Web and/or Sites to perform illegal, unlawful or immoral activities under any Applicable Law (including but not limited to money laundering, terrorism financing and fraudulent activities);
- use the Crypto.com App or Crypto.com Web and/or Sites to upload content that contains or is infected with viruses, malicious codes, or Trojan horses, is unlawful, immoral, or illegal, or contains any other harmful or deleterious program or code;
- modify or adapt the whole or any part of the Crypto.com App or Crypto.com Web or Sites or combine or incorporate the Crypto.com App or Crypto.com Web and/or Sites into another program or application;
- disassemble, decompile, reverse-engineer, or otherwise attempt to derive the source code, object code, underlying concepts, ideas, or algorithms of the Crypto.com App or Crypto.com Web and/or Sites or any components thereof;
- use the Crypto.com App or Crypto.com Web and/or Sites 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 action or claim ownership of any property that infringes or would infringe upon our intellectual property interests;

- use the Crypto.com App or Crypto.com Web and/or Sites in a way that could damage, disable, impair, or compromise the Crypto.com App or Crypto.com Web and/or Sites or the provision of the Crypto.com App Services or Crypto.com Web Services (or the systems or security of the Crypto.com App or Crypto.com Web and/or Sites or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of Crypto.com;
- gain or attempt to gain unauthorized access to, interfere with, disrupt, or damage the account or wallets of other users, any parts of the Crypto.com App or Crypto.com Web or Sites, the server on which the Crypto.com App or Crypto.com Web and/or Sites are stored, or any other server, computer, or database connected to or used in the service of the Crypto.com App or Crypto.com Web or Sites;
- 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 centers and related or like equipment) and detrimentally interfere with, intercept or expropriate any system, data, or information belonging to other users of our services;
- attack the Crypto.com App or Crypto.com Web and/or Sites via a denial-of-service attack or a distributed denial-of-service attack;
- use any robot, spider, or other automatic device, process, or means to access the Crypto.com App or Crypto.com Web and/or Sites for any purpose;
- impersonate or attempt to impersonate Crypto.com, Crypto.com personnel, another user, or any other person or entity;
- engage in any other activities deemed inappropriate by us or that is in contravention of these Terms or any Applicable Laws;
- provide false, inaccurate, incomplete or misleading information to Crypto.com or any of its Affiliates or third-party service providers; or
- deposit with Crypto.com any Crypto Assets or CAD that are, directly or indirectly, derived from or form part of the proceeds of any criminal, fraudulent, or unlawful activity; or
- attempt, in any manner, directly or indirectly, as deemed in our sole discretion, to interfere with the proper working of the Crypto.com App or Crypto.com Web and/or Sites.

6.3.Crypto.com's Rights of Enforcement.

Subject to Applicable Laws, we reserve the right to, and you acknowledge and agree that we may at our sole discretion, take any action we deem necessary to enforce the user conduct requirements and restrictions set forth in these Terms.

7. User Acknowledgements, Representations, Warranties, Covenants – Data and System Protection.

7.1. Your Device.

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:

- 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;
- installing antivirus or other mobile security software on your Enabled Device to protect against any security or other vulnerabilities that may arise in connection with your use of the Crypto.com App and Crypto.com Web in accordance with these Terms; and
- installing updates and patches for the Crypto.com App and Crypto.com Web and your Enabled Device in a prompt and timely manner.

- 7.2. You acknowledge and agree, without prejudice to the foregoing and any other terms in these Terms, that we shall assume that any and all Instructions received from your Enabled Device, your email account, and other accounts identified to you have been made by the rightful owner. You agree that you are solely responsible and liable for keeping your Enabled Device and such accounts safe and secure and for maintaining adequate security and control of your login and authentication details (including, but not limited to, your identity, username, password, and multifactor authentication methods) 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 your Enabled Device and accounts identified to you, notwithstanding that such access and/or use may have been effected without your knowledge, authority or consent. You agree that we will not be liable to you for any loss or damage resulting from such access and/or use.
- 7.3. You acknowledge and agree, without prejudice to the foregoing and any other terms in these Terms, that you shall bear all of the risk of any loss of access to your Crypto Asset Wallet, accounts, Crypto.com App Services and Crypto.com Web Services, including, without limitation, any loss of access related to the loss of your login and authentication details, Enabled Device, email account, or any other account identified to you.
- 7.4. Should you discover that your Enabled Device is lost or stolen or has been accessed or used in an unauthorized way, you shall notify us of the loss or theft, or unauthorized access or use, by emailing us at [chat.crypto.com](https://crypto.com/chat); provided, however, that such notification to us shall not prejudice us in any way nor abridge, alter, limit, or otherwise affect our disclaimers and rights under Clause 7.2. In addition, where your Enabled Device has been accessed or used in an unauthorized manner, you should, as soon as possible, reset the login and authentication details on your Enabled Device.
- 7.5. Privacy and Personal Data.
- 7.5.1. Our Privacy Notice applies to your use of the Crypto.com App Services and Crypto.com Web Services and is available here: <https://crypto.com/privacy/canada>. To the extent permitted by Applicable Laws, by using the Crypto.com App Services and Crypto.com Web Services, you consent to the collection, use and disclosure and other handling of your Personal Data as outlined in our Privacy Notice.
- 7.5.2. By using the Crypto.com App Services and Crypto.com Web Services and/or Site, you confirm that you have read and understood our Privacy Notice and understand how we may collect, use, disclose and share amongst ourselves your Personal Data and disclose such Personal Data to our authorized service providers and relevant third parties. You agree that your license to access the Crypto.com App Services and Crypto.com Web Services is subject to your continuing agreement to our Privacy Notice.
- 7.5.3. Without limiting anything in the Privacy Notice or in these Terms, you represent, warrant, acknowledge, and agree that:

- we may process personal data relating to you and personal data relating to third parties when you provide personal data to us that relates to such individuals;
- before disclosing any personal data to us, you have read and understood these Terms, and before disclosing the personal data of third parties, you have provided these Terms to the third parties and obtained their consent hereto;
- any personal data that you disclose in connection with our Sites, the Crypto.com App Services, the Crypto.com Web Services or other services was or will be disclosed in accordance with all applicable privacy and data protection laws, and that all such data are current, accurate and relevant; and
- where you access or use third-party services, you have read, understood and agreed to the privacy notices and other terms applicable to those services, and the processing of any personal data in connection therewith, both by us and the applicable third party.

8. User Acknowledgements, Representation, Warranties, Covenants – Electronic Communications.

- 8.1. 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.
- 8.2. 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 unauthorized access, and you accept these associated risks.
- 8.3. 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.
- 8.4. You agree without prejudice to any of these Terms, that, to the extent there are any terms in your local jurisdiction governing the time and place of dispatch and receipt of electronic communication, to the maximum extent permitted under applicable law, such terms shall not apply to your use of the Crypto.com App Services or Crypto.com Web Services and that you shall be liable for any damage that may be caused through the use of the Internet – i.e. through

loss, delay, misunderstandings, corrupted texts, unauthorized interceptions by third parties or duplicates.

8.5. You acknowledge and agree that in the event of any dispute arising in connection with your use of the Crypto.com App Services or Crypto.com Web Services, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the Crypto.com App Services or Crypto.com Web Services and/or of you (including Transaction History) at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever. In addition, you agree to the admissibility of such documents without further requirement of proof of authenticity or accuracy in a court of law under applicable evidentiary law, rules and/or regulations.

9. Fees; Markup/Markdown

9.1. Your use of the Crypto.com App Services and Crypto.com Web Services may be subject to certain Fees, which will, if applicable, be debited from your Crypto Asset Wallet. The list of applicable Fees are set out on the Crypto.com App ([Home] > [Settings] > [About Crypto.com] > [Fees & Limits]) and on the Site, and may be amended by Crypto.com from time to time.

9.2. All applicable Fees listed on the Crypto.com App and the Site are exclusive of any applicable Taxes and the actual Fee charged will be increased to account for any such applicable Taxes.

9.3. Crypto.com will issue a payment notice to you for any Fees or amount that you owe us, including any amount owed to us as a result of us exercising our rights under these Terms. If such amount is not repaid within 7 calendar days from the date of notification, you confirm and authorize Crypto.com to recover such amount from your other accounts with Crypto.com by debiting any assets in those accounts or otherwise setting off against amounts owed to you.

9.4. Separate from and irrespective of any fees, the price at which we will buy an asset from you or sell an asset to you includes a markup or markdown that constitutes a spread charged by the Company. You agree to pay any fees (if applicable) and the markup/markdown when using the Services.

10. Other Provisions Applicable to Our Services

10.1. Crypto.com reserves the right to, in its sole discretion, refuse to process or to cancel any pending request from you for any Crypto Asset Transfer, Crypto Asset Conversion or CAD to Crypto Asset Conversion (each, a “Transaction”), including for purposes of compliance with Applicable Laws.

10.2. We prohibit access to our Services in the following jurisdictions: New York, any jurisdiction that is subject to Sanctions by any U.S. governing authorities, and any jurisdiction that we may determine poses an elevated financial risk, legal liability, or violates card network or bank policies, as we may determine from time to time.

10.3. Crypto.com securely stores 100% of all Crypto Assets 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 or Crypto.com Web Services, you accept the risk that a Transaction facilitated by Crypto.com may be delayed and you agree not to hold Crypto.com responsible for any loss or damage (including loss of profits) arising out of or related to such delay.

10.4. 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 Crypto 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 for transactions on the Crypto.com App is available through the Crypto.com App. Your Transaction History for your transactions on the Crypto.com Web is available via Crypto.com Web (for more information please see [here](#)). We are not obligated to, nor will we determine whether, and to what extent, Taxes apply, or calculate, collect, report, or remit any Taxes on your behalf to any tax authority arising from any transaction.

10.5. The loading of Crypto Asset to your Crypto Asset Wallet and/or any Transaction are subject to limits imposed by Crypto.com (as may be amended with or without notice from time to time in Crypto.com's sole discretion). Such limits are set out in the Crypto.com App or Crypto.com Web but Crypto.com may, in its sole discretion, apply different limits to you specifically. Different Transaction limits may also apply to Transactions made on the Crypto.com Web. We may also require you to submit additional information about yourself (including any person associated with you and your activities), provide records of, and arrange for meetings with Crypto.com staff to discuss your loading of Crypto Asset to your Crypto Asset Wallet or any Transaction you have effected.

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

10.7. Title; Safeguarding

10.7.1. All Crypto Assets held in your Crypto Asset Wallet will be custodied with the Custodian for your benefit in accordance with process and procedures designed and intended to ensure that your Crypto Assets are available to you in the event of the insolvency of Crypto.com, including the Custodian, and such assets are not subject to claims of creditors of the Custodian or Crypto.com. Except as otherwise specifically provided in these Terms, title to the assets in your Crypto Asset Wallet shall at all times remain with you and shall not transfer to Crypto.com. All such assets are held for your benefit in a segregated account with the Custodian, are not property of Crypto.com are not commingled with the property of Crypto.com, the Custodian, or other clients of the Custodian. As owner of such assets, you shall bear all risk of loss of such assets as set forth in this Agreement, except for any loss caused by Crypto.com's willful misconduct. Except as in accordance with Applicable Law, or except as provided herein, Crypto.com will not sell, transfer, loan, hypothecate, or otherwise alienate such assets unless instructed by you. In addition, Crypto.com will not represent or hold itself out as the owner of your Crypto Assets to third parties. Crypto.com will maintain

internal ledger accounting that at all times is capable of identifying the liabilities owed to each customer individually and the crypto assets held for customers.

- 10.7.2. Notwithstanding the foregoing and anything to the contrary in this Agreement, all such assets are subject to Crypto.com's recovery rights as set forth in this Agreement, including but not limited to those set forth in Clause 12.8, and this Clause 10.7 does not abridge, modify, invalidate, supersede, or extinguish any of Crypto.com's rights as set forth in Clause 12.8 and elsewhere in this Agreement. Further, you acknowledge that, for the purposes of these Terms, Crypto Assets of like kind are considered to be fungible assets, and your title to the assets in your Crypto Asset Wallet gives you ownership rights in the corresponding amount of each kind of Crypto Asset in your Crypto Asset Wallets but not necessarily in a specifically-identified or specifically-identifiable token or other representation of such Crypto Asset.
- 10.7.3. Notwithstanding the foregoing, Crypto.com does not make any representation as to the likely treatment of the assets in your Crypto Asset Wallets in the event that you, Crypto.com, or any third-party custodial service we may use becomes subject to an insolvency proceeding whether in Canada, the U.S., or in any other jurisdiction. You explicitly understand and acknowledge that the treatment of such assets in the event of such an insolvency proceeding is unsettled, not guaranteed, and may result in a number of outcomes that are impossible to predict, including but not limited to the total loss of any and all such assets.

11. Intellectual Property.

11.1. Intellectual Property Ownership and Use.

You acknowledge and agree that:

- the Crypto.com trademarks and logos, and any other logos, service marks, product names, and other proprietary indicia used in the Crypto.com App and Crypto.com Web, are the property of either Crypto.com or third-party licensors (collectively, the **"Trademarks"**);
- the intellectual property rights in and to the Crypto.com App Services and Crypto.com Web Services, the Crypto.com App, Crypto.com Web and the Site are either owned by us or licensed to us by third-party licensors, and, as between you and us, we are and will remain the sole and exclusive owner of all right, title, and interest in and to the Crypto.com App Services and Crypto.com Web Services, the Crypto.com App, Crypto.com Web, the Site, and all intellectual property related thereto
- except as expressly indicated on the Site, the Crypto.com App, or Crypto.com Web, no endorsement, sponsorship, affiliation or other authorization is implied by our use of third-party Trademarks.

- other than the licenses expressly granted to you in these Terms, no other rights or licenses are granted to you in respect of either the Trademarks, the Crypto.com App, Crypto.com Web, the Site, Crypto.com App Services, or the Crypto.com Web Services; and
- no part or parts of the Crypto.com App and Crypto.com Web may be reproduced, distributed, republished, displayed, broadcasted, hyperlinked, transmitted, adapted, modified to create derivative works, or otherwise used or commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission

11.2.Limited License to Use Customer Data.

Subject to these Terms, you hereby grant us a limited, royalty-free, fully paid up, non-exclusive, transferable, and sublicensable license to process the data you provide to us (“**Customer Data**”) in the United States as necessary to provide the Services for your benefit as provided in these Terms for so long as you use our Services.

12.Limitation of Services / Termination / Account Closure / Security.

- 12.1.** Crypto.com may at any time, and without liability, terminate, suspend, or limit your use of the Crypto.com App Services or Crypto.com Web Services (including freezing the Crypto Assets in your Account, freezing or closing your Crypto Asset Wallet, freezing or closing your CAD Account, refusing to process any transaction, or wholly or partially reversing, canceling, or voiding any transactions that have been effected) for any reason, including: (a) in the event of any breach by you of these Terms or applicable Annex and all other applicable terms; (b) for the purposes of complying with Applicable Laws; (c) where Crypto.com suspects that a transaction effected by you is potentially connected to any unlawful activities (including but not limited to money laundering, terrorism financing and fraudulent activities); (d) to remedy the effects of any defect in or compromise to any information system upon which Crypto.com relies on; (e) as may be 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's absolute opinion that an order or transaction has been executed based on an aberrant or erroneous value.
- 12.2.** Such suspension, limitation, or termination described herein shall not abridge, suspend, terminate, or otherwise affect your obligations under these Terms and your obligations under these Terms will continue in the event of such suspension or termination described in Clause 12.1 above.
- 12.3.** 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 or Crypto.com Web Services for any reason whatsoever. Any limitation, suspension, or termination of your use of the Crypto.com App Services or Crypto.com Web Services for any reason whatsoever shall not release you from any liability or responsibility on your part that at the time of such limitation, suspension, or termination has already accrued.
- 12.4.** 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).
- 12.5.** If you wish to suspend or terminate your access to and use of any of the Crypto.com App Services or 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 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.
- 12.6.** 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 limited to any fixed term loan, deposits, or Lockup 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.
- 12.7.** If you have a remaining balance in your Account which has been suspended or closed, you are entitled to recover such Crypto Assets from your Crypto Asset Wallet and CAD from your CAD

Account unless we are prohibited by law or a court order to release such Crypto Assets or CAD, respectively, or where we have reasonable grounds to suspect that such Crypto Assets or CAD were obtained through fraud or any unlawful means or connected with any criminal activities. If you have any questions about this Clause, please contact us at chat.crypto.com.

12.8. To secure the due and punctual fulfillment and payment of all of your obligations to Crypto.com hereunder and/or under other agreements between you and Crypto.com and all other monies from time to time owing by you to Crypto.com, you hereby grant a continuing security interest in, and pledge, to and in favor of Crypto.com and its successors and assigns, your interests in the assets held in your Crypto Asset Wallets (the “**Security**”). 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 and set off from the Security 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). These rights are in addition to other rights we may have to take, transfer, or charge from any assets or balance in your Crypto Asset Wallets for obligations you owe to Crypto.com.

13. Customer Feedback, Queries, Complaints.

If you have any feedback, questions or complaints, please contact us via chat.crypto.com or through our live chat available on the Crypto.com App. While we strive to respond to you as soon as possible, for more complicated issues, it may take us up to 45 days or longer to resolve and get back to you. You accept and agree that we shall not be responsible for any loss and damage incurred during such period. If you provide us with any comments, ideas, suggestions or impressions of the Crypto.com App, Crypto.com Web, or our Services, you give us a full license to use them for any purpose, regardless of whether we actively solicited the feedback or not.

14. Disclaimer of Warranty; Limitation of Liability.

14.1. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CRYPTO.COM DISCLAIMS ALL OTHER CONDITIONS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU, YOUR AFFILIATES OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING TITLE, NON-INFRINGEMENT, TIMELINESS, QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE AT LAW, IN EQUITY, BY STATUTE, OR OTHERWISE) OF ANY SERVICE OR ANY GOODS PROVIDED INCIDENTAL TO THE CRYPTO.COM APP SERVICES OR CRYPTO.COM WEB SERVICES PROVIDED UNDER THESE TERMS. ADDITIONALLY, CRYPTO.COM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE, 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:

- RE-SUPPLYING, REPLACING, OR REPAIRING THE RELEVANT SERVICES; OR
- PAYING THE COST OF THE RE-SUPPLYING, REPLACEMENT, OR REPAIRING OF THE RELEVANT SERVICES.

14.2. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CRYPTO.COM OR ANY OF CRYPTO.COM'S LICENSORS, REPRESENTATIVES OR AFFILIATES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OR CLAIMS:

- DUE TO AN UNUSUAL OR UNFORESEEABLE EVENT, OUTSIDE OUR REASONABLE CONTROL AND THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED (INCLUDING, BUT NOT LIMITED TO, FORCE MAJEURE EVENTS);
- ARISING FROM OR IN CONNECTION WITH:
 - ANY INTERRUPTION, DELAY, SUSPENSION, DISCONTINUANCE, OR FAILURE OF THE CRYPTO.COM APP, CRYPTO.COM APP SERVICES, OR CRYPTO.COM WEB SERVICES;
 - ANY REFUSAL TO PROCESS OR AUTHORIZE, OR ANY REVERSAL OF, ANY TRANSACTION FOR ANY REASON;
 - YOUR INABILITY TO EFFECT OR COMPLETE ANY TRANSACTION DUE TO SYSTEM MAINTENANCE OR BREAKDOWN / NON-AVAILABILITY OF THE CRYPTO.COM APP, CRYPTO.COM WEB NETWORK, OUR HARDWARE, OR SOFTWARE OR THAT OF ANY THIRD PARTIES;
 - USE OF YOUR ENABLED DEVICE AND THE CRYPTO.COM APP SERVICES OR CRYPTO.COM WEB SERVICES BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORIZED BY YOU; ANY THEFT OR LOSS OF YOUR ENABLED DEVICE; OR
 - ANY UNAUTHORIZED, FRAUDULENT, OR INELIGIBLE USE OF THE CRYPTO.COM APP SERVICES OR CRYPTO.COM WEB SERVICES CONTRARY TO THESE TERMS;
 - DUE TO COMPLIANCE WITH APPLICABLE LAWS AND/OR COURT ORDERS;
- ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, AN ANNEX, OR THE SERVICES FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES

ARISING FROM THE LOSS OF DATA, PROFIT, REVENUE, INCOME, BUSINESS OPPORTUNITY, GOODWILL OR OTHER INTANGIBLE LOSS, OR

- ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE SERVICES OR THE COST OF PROCURING SUBSTITUTE SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR ANY OTHER MATTER RELATING TO THE INTELLECTUAL PROPERTY OR SERVICES, EVEN IF CRYPTO.COM OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- BY USING THE SERVICES, YOU EXPRESSLY AGREE TO DISCLAIM ANY CAUSES OF ACTION OR OTHER LEGAL RIGHT TO SEEK SUCH DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER OUR OR ANY EMPLOYEE, DIRECTOR, SHAREHOLDER, OFFICER, AGENT, OR REPRESENTATIVE OF CRYPTO.COM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR
- RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES, YOUR ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN.

14.3. 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 OF THE RELEVANT SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY OR CAD\$1,000, WHICHEVER IS LOWER. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

14.4. Crypto.com 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).

14.5. 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.

14.6. AS SET FORTH MORE FULLY IN CLAUSE 16 BELOW, THE PARTIES AGREE THAT ANY CLAIMS AGAINST THE OTHER UNDER THESE TERMS MAY ONLY BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. NO COURT OR ADJUDICATOR MAY CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE

OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ANY RELIEF AWARDED TO ANY USER OF THE CRYPTO.COM APP SERVICES OR CRYPTO.COM WEB SERVICES CANNOT AND MAY NOT AFFECT ANY OTHER USERS.

14.7. Certain jurisdictions prohibit the disclaimer of certain warranties or conditions or the limitation of certain types of liability. To the extent any disclaimers, exclusions and limitations in these Terms are prohibited by law, such disclaimers, exclusions and limitations will apply to the extent necessary to make these Terms consistent with such prohibitions.

14.8. This Clause 14 shall survive the termination of these Terms.

15. Indemnification.

15.1. You agree to indemnify and hold Crypto.com and its third-party service providers, each of their respective Affiliates, and each of the foregoing parties' respective shareholders, members, managers, officers, directors, agents, joint venture entities, employees, and representatives, harmless from any first-party or third-party actions, proceedings, claims, demands, liabilities, damages and reasonable expenses (including legal fees and any fines, fees or penalties imposed by any governmental or regulatory authority) arising out of or related to (a) your breach of any of these Terms; (b) your breach of any of the terms of our third-party service providers; (c) your use of the Crypto.com App and Crypto.com Web and/or the Crypto.com App Services and Crypto.com Web Services, including but not limited to CAD Account; (d) any act or omission on your part related to Crypto.com, the Crypto.com App, Crypto.com Web and/or the Crypto.com App Services and Crypto.com Web Services, including but not limited to CAD Account; and (e) your violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party.

16. Dispute Resolution & Governing Law.

16.1. Arbitration, Governing Law & Venue.

16.1.1. The laws of the province or territory in Canada where you live or where you most recently lived and the Applicable Laws of Canada applicable therein apply to these Terms.

16.1.2. This clause governs any dispute, controversy or claim arising out of, in connection with, or relating to these Terms, including, but not limited to, the formation, execution, validity, application, interpretation, performance, breach, termination or enforcement of these Terms (a "**Dispute**"). You may assert your Dispute in small claims court if your Dispute qualifies for the small claims court in the Canadian province in which you reside. You may also bring your Dispute to court if the laws of the Canadian Province in which you reside permit or require you to resolve your Dispute in court notwithstanding your agreement to arbitration. In particular, you are not required to arbitrate any consumer claim excluded by operation of statute from arbitration.

- 16.1.3. In the event that your Dispute does not qualify for small claims court and the laws of the Canadian Province in which you reside do not permit or require you to resolve your Dispute in court, any Dispute shall be submitted to final and binding arbitration and the following provisions shall apply. Any Dispute commenced by Crypto.com shall also be governed by this arbitration clause, unless you are a Quebec consumer, as such term is defined under the Consumer Protection Act (CQLR c P-40.1), in which case this provision does not apply to you.
- 16.1.4. The arbitration shall be conducted pursuant to the Alternative Dispute Resolution Institute of Canada's Arbitration Rules (the "**Rules**") in force at the time the Dispute is submitted to arbitration. Unless otherwise agreed in writing, there will be one (1) arbitrator, appointed in accordance with the Rules.
- 16.1.5. The arbitrator appointed will be neutral, and you will have a reasonable opportunity to participate in the process of choosing the arbitrator.
- 16.1.6. If the arbitration is commenced by Crypto.com and you fail to respond, you agree that the arbitration may continue without your participation.
- 16.1.7. You may commence a claim by submitting a claim online at <https://adrchambers.com/request-a-neutral/>.
- 16.1.8. By default, the arbitration will be conducted remotely. You may also request an in-person hearing in your hometown Province or, if agreed to with Crypto.com, in another jurisdiction.
- 16.1.9. Both Crypto.com and you may obtain the discovery or exchange of non-privileged information relevant to any claim.
- 16.1.10. An arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.
- 16.1.11. With respect to the cost of the arbitration, when a consumer initiates arbitration against Crypto.com, the only fee required to be paid by the consumer is CAD\$250. All other costs will be borne by Crypto.com. Crypto.com shall pay all costs associated with any arbitration that it commences.
- 16.1.12. All interim awards, partial final awards and final awards of the arbitrators will be final and binding upon the parties regarding all matters submitted to arbitration, with no rights of appeal, even on questions of law. Any interim awards, partial final awards and awards rendered by the arbitrators may be recognized or enforced by any court having jurisdiction.
- 16.1.13. We are committed to dealing with all clients in a fair, open and transparent manner. This includes responding in a timely manner to any questions or concerns about your Account or the manner in which services have been provided by us to you. We maintain an ongoing membership with the Ombudsman for Banking

Services and Investments (“**OBSI**”). OBSI may be utilized by you if you are not satisfied with our decision with respect to a complaint. Please see [here](#) for a description of the complaint handling process and the procedure to be followed if you wish to have your complaint resolved by OBSI. By participating in the OBSI process, you do not give up your right to pursue resolution by other means. In the event you pursue other legal action or dispute resolution options, the below provisions will apply.

16.2. Severability.

If any portion of this Clause 16 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Clause 16 or the parties’ ability to compel arbitration of any remaining claims on an individual basis pursuant to this Clause 16; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Clause 16 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Clause 16 will be enforceable.

16.3. Application of Terms to Disputes.

Notwithstanding anything to the contrary in these Terms, and to the extent not prohibited by law, this Clause 16 shall apply to all disputes, whether now existing or hereafter arising, whether related to any matter occurring prior to or after the Effective Date hereof, arising from or in connection with your use of the Crypto.com App Services or Crypto.com Web Services.

17. Order of Precedence.

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

17.2. All Annexes are incorporated herein by reference. Notwithstanding anything to the contrary herein or therein, in the event of any conflict or inconsistency between these Terms and any Annex, such conflict or inconsistency shall be resolved in accordance with Clause 1.2.

18. General / Miscellaneous Provisions.

18.1.Amendment and Variation.

These Terms may from time to time be updated or amended. We will post any such updates on the Crypto.com App, Crypto.com Web, or Site. Such updated Terms as posted will take effect immediately unless otherwise indicated. You should regularly check the Crypto.com App, Crypto.com Web, 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 or Crypto.com Web without prior notice. By continuing to use the Crypto.com App or Crypto.com Web and/or the Crypto.com App Services or Crypto.com Web Services after any such change, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated Crypto.com App or Crypto.com Web. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using the Crypto.com App or Crypto.com Web and/or the Crypto.com App Services or Crypto.com Web Services immediately.

18.2.Transfer, Assignment, Delegation.

These Terms, and any rights and obligations and licenses granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned, or delegated by you to any third party without our written consent, but may be transferred, assigned or delegated by us without notice and restriction, including without limitation to any of the entities within the Crypto.com group, or to any successor in interest of any business associated with the Crypto.com App Services and Crypto.com Web Services. Any attempted transfer or assignment in violation hereof shall be null and void. On agreement with an assignee to assume our obligations under these Terms, we will without necessity of other documentation, be released from all of our obligations under these Terms.

18.3.Severability.

If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any Applicable Laws.

18.4.Entire Agreement / Translation.

- 18.4.1. These Terms, as well as any other documents relating to these Terms, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.
- 18.4.2. Please note that the English and French versions of these Terms have the same legal value. The French version of the Terms is available [here](#). Veuillez noter que les versions anglaise et française de ces conditions d'utilisation ont la même

valeur juridique. La version française des conditions d'utilisation est accessible [ici](#).

18.5.Waiver.

- 18.5.1. No consent or waiver under these Terms will be effective unless agreed to by the parties in writing.
- 18.5.2. 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.

18.6.Notices & Communications.

- 18.6.1. By using the Crypto.com App Services or Crypto.com Web Services, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the Crypto.com App Services or Crypto.com Web Services electronically, at our option: (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 or Crypto.com App or Crypto.com Web. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You will be given the option to unsubscribe from receiving any marketing material from us.
- 18.6.2. Notices to us should be sent electronically to our support system at chat.crypto.com or through our live chat available on the Crypto.com App

18.7.Third-Party Beneficiaries / Rights.

Other than any entities within the Crypto.com group, a person who is not a party to these Terms has no right to enforce any of these Terms. Notwithstanding the foregoing or anything herein to the contrary, these Terms shall apply to your heirs, assigns, guardians, agents acting under a valid power of attorney, personal representatives, executors, and other fiduciaries. No joint venture, partnership, employment or agency relationship exists between us and you as a result of these Terms or your use of the Crypto.com App Services or Crypto.com Web Services.

[Addenda on the following pages]

Addendum 1: Consent to Electronic Signature and Communications

1. E-Sign Consent to Use Electronic Records and Signature.

We are legally required to provide you with certain disclosures and information about the use of electronic records and electronic signatures as well as the electronic delivery of disclosures, documents, notices, and other information.

2. Electronic Delivery of Disclosures and Notices.

The following disclosures are required by federal (*Personal Information Protection and Electronic Documents Act*) and other applicable provincial laws. As part of the application process, including the establishment and ongoing maintenance of your Account, you have the option to receive all required documents and disclosures electronically. In order for you to take advantage of this service, we must first obtain your consent to accept documents in electronic form. If, after reading this document carefully, you continue to access and use the Products and Services and do not expressly indicate to us that you do not wish to receive required documents electronically, that constitutes your affirmative consent to receive disclosures, notices, and other documents and all changes to the disclosures, notices, etc. (“**Records and Communications**”) electronically. If you do not consent to receiving Records and Communications or transacting via electronic records or signatures, you should not use the Services.

Your agreement permits us to communicate with you via email as well as to our general use of electronic records and electronic signatures in connection with the Services. You further agree that your computer or mobile device satisfies the hardware and software requirements specified below and that you have provided us with a current phone number, email address and mailing address (collectively, “**Contact Information**”) to which we may send electronic Records and Communications to you. In the event your Contact Information changes, you need to notify us immediately. We will not be responsible in any way for damages or costs you incur as a result of you not updating your Contact Information.

3. Types of Disclosures and Notices That Will be Provided in Electronic Form.

You agree that we may provide you with Records and Communications in electronic format. Your consent to receive electronic Records and Communications includes, but is not limited to:

- All legal and regulatory disclosures, documentation, contracts, Terms, policies, rules and other communications related to the Products and Services, including updates thereto;
- Notices or disclosures about a change in the terms concerning the Products and Services;
- Account details, history, transaction receipts, confirmation and any other Account or transaction information;
- Privacy policies and notices;

- Other communications that we may include from time to time as part of our Products and Services.

4. Providing Records and Communications in Electronic Form.

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

5. Hardware and Software Requirements.

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

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

6. Additional Mobile Technology Requirements.

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

7. Your Enrollment in Electronic Services Using Our Equipment.

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

8. How to Withdraw Consent.

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

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

9. How to Update Your Information.

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

10. Requesting Paper Copies.

We will not send a paper copy of any Records and Communications to you unless you request it or we determine it is necessary to comply with Applicable Law. You can obtain a paper copy of your electronic Records and Communications by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy of any Records and Communications be mailed to you, contact us at chat.crypto.com. Please be sure to state that you are requesting a paper copy of particular Records and Communications. You may be charged a fee for such a request.

11. Records and Communications in Writing.

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

12. Termination/Changes.

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

Addendum 2 – Crypto.Com CAD Account

Information Box		
Account Fee Type	Fee Amount (CAD)	Details of Fee Charged
POS (Point of Sale/ Online) Transaction Fee	Service Not Available	The CAD Account cannot be used to make POS Transactions.
ATM Transaction Fee	Service Not Available	The CAD Account cannot be used at the ATM.
Inactivity Fee	No Charge	There are no inactivity fees.
CAD Withdrawal Fee	1.99	Fee applies for each withdrawal of CAD to linked bank account
Interac Request Money (Pull Deposit)	1% deposit fee	Fee applies for each deposit made via Interac Request Money
Account Limit Type	Monthly Limit Details	Daily Limit Details
Total Debits	Up to a maximum of 300 transactions per month or \$875,000 per month.	Up to a maximum of 50 transactions per day or \$75,000 per day.
Transfers to the Crypto.com Visa Prepaid Card	Up to a maximum of 30 transactions per month or \$35,000 per month.	Up to a maximum of 5 transactions per day or \$15,000 per day.
Transfers CAD to your Bank Account (eTransfer) (minimum \$100)	Up to a maximum of 30 transactions per month or \$775,000 per month.	Up to a maximum of 10 transactions per day or \$25,000 per day
Transfers to purchase cryptocurrency through the Mobile App	Up to a maximum of 300 transactions per month or \$100,000 per month.	Up to a maximum of 50 transactions per day or \$50,000 per day.
Total Loads/Credits	Up to a maximum of 140 transactions per month or \$875,000 per month.	Up to a maximum of 50 transactions per day or \$75,000 per day.
eTransfer Deposits* (minimum \$20)	Up to a maximum of 30 transactions per month or \$775,000 per month	Up to a maximum of 10 transactions per day or \$25,000 per day.
Sell Cryptocurrency to CAD	Up to a maximum of 300 transactions per month or \$100,000 per month.	Up to a maximum of 50 transactions per day or \$50,000 per day.

** Available to qualified customers only.*

DEFINITIONS

In this Addendum, capitalized terms that are not otherwise defined within the body of this Addendum shall have the following meanings:

"Information Box" means the information box at the top of this Addendum that sets out the fees charged for the CAD Account and the CAD Account Services and the Velocity Parameters that apply to the CAD Account and the CAD Account Services, as may be amended from time to time in accordance with the terms of this Addendum.

"Loss" means any and all costs (including legal fees incurred), loss, damage, injury, inconvenience, or delay of any nature or kind whatsoever, whether direct, indirect, special, or consequential, including any fine, penalty or interest charges.

"Pre-Authorized Debit Agreement" means, where a CAD Account Holder selects to Load their CAD Account from their Canadian bank account, a pre-authorized debit agreement executed by the CAD Account Holder required by the rules of Payments Canada in the form provided by us, authorizing us to debit the bank account noted therein.

"Crypto.com Visa Prepaid Card" means the Crypto.com branded prepaid card issued by Digital Commerce Bank.

"Mobile App" means the Crypto.com mobile app available for download at www.crypto.com.

"Velocity Parameters" means are the parameters specified by us from time to time with respect to a the CAD Account Holder's use of the CAD Account and the CAD Account Services which are set out in the Information Box, as may be amended from time to time in accordance with this Addendum. Examples of velocity parameters include: maximum and minimum balance in CAD Account, maximum number of Loads allowed per day/month; maximum amount of Sends allowed per day/month; maximum and minimum Load amounts.

GENERAL

1. This Addendum sets out the CAD Account payment services that we will provide to you through the CAD Account (the **"CAD Account Services"**) which include the ability to load funds into the CAD Account (**"Loading"** or **"Load"**) and send funds from the CAD Account (**"Sending"** or **"Send"**) in the following manner:

You may Load your CAD Account:

- o by Interac e-transfer;
- o by Interac Request Money (Pull Deposit);
- o by authorizing us to debit your bank account in accordance with a Pre-Authorized Debit Agreement; and/or
- o from the proceeds of the sale of crypto-currency using the Mobile App.

You may Send funds from your CAD Account:

- o to be loaded onto your Crypto.com Visa Prepaid Card;
- o to your bank account and/or
- o to purchase crypto assets using the Mobile App.

We provide the CAD Account Services and related functionality and technology in support of the CAD Account Services. Your primary interface with the CAD Account Services is through the Mobile App and you cannot access or use the CAD Account or the CAD Account Services without the Mobile App which forms part of the CAD Account Services.

2. The CAD Account and the CAD Account Services are provided to you for use so long as you continue to act in accordance with this Addendum as amended from time to time. We may disable the use of the CAD Account and the CAD Account Services immediately if you breach the terms of this Addendum or Crypto.com App and Web Terms and Conditions. The CAD Account and the CAD Account Services are provided to you only and you may not sell, assign or transfer the CAD Account to a third party without our consent.

ANTI-MONEY LAUNDERING COMPLIANCE

3. You acknowledge that the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations apply to the CAD Account Services and that we will from time to time adopt policies and procedures to address the reporting, record-keeping and client identification requirements of that legislation. You agree to abide by and comply with any such procedures we may implement. As a condition of providing the CAD Account Services and in accordance with our Privacy Policy that can be found in the Mobile App, we will ask you for information that will allow us to reasonably identify you, require you to take steps to confirm the accuracy and/or completeness of information you have provided to us, and/or verify your information against third-party databases or through other means for purposes of providing the CAD Account Services. We reserve the right to disable your access to the CAD Account or the CAD Account Services in the event we are unable to obtain this information, for any reason or for no reason, in our sole discretion.

USE OF THE WALLET

4. You can only transact with your CAD Account (Loading and Sending) in Canadian dollars and the Balance of your CAD Account will be denominated in Canadian dollars.
5. You agree to use the CAD Account and the CAD Account Services only for legal purposes. You may determine the funds available in the CAD Account at any time (the "**Balance**") through the Mobile App. Any Send transaction made with the CAD Account will be deducted from the available Balance associated with the CAD Account.

6. You agree to use your CAD Account solely for your own personal use and not for any business or commercial purposes.
7. The CAD Account Services are subject to the Velocity Parameters set out in the Information Box on the front page of this Addendum. We may amend the Velocity Parameters from time to time, including the maximum value that can exist in the CAD Account at any time and the maximum and minimum balance amounts that you may Load in the CAD Account in any period.
8. The time before funds Loaded become available may vary depending on the type of loading channel you use. YOU ARE NOT ALLOWED TO ENTER INTO ANY TRANSACTIONS EXCEEDING THE BALANCE AVAILABLE IN YOUR CAD ACCOUNT. It is the CAD Account Holder's responsibility to ensure that there is always a sufficient Balance in the CAD Account to cover a Send transaction. If your CAD Account has a negative Balance, no Send transactions will be permitted while the CAD Account is in this state, and we will disable the CAD Account to prevent any further transactions until the Balance in the CAD Account is brought back into credit. If such transaction has inadvertently been executed, you agree to reimburse us for any Losses related to such transaction.
9. You may obtain information about the remaining Balance on your Card by calling us toll-free at +1 844-707-7788 or accessing the Mobile App with your user ID and passcode or other online authentication. Information about transactions made with your CAD Account is available on the Mobile App.
10. You may obtain a transaction record in respect of transactions made from the CAD Account through the Mobile App. It is your responsibility to ensure that such records are accurate. If you identify an error in any transaction record, you must notify us by calling +1 844-707-7788 within thirty (30) days after the transaction is issued on which the problem or error appeared, failing which we will not have any responsibility to assist you to rectify the situation.
11. In order to Load funds from a Canadian bank account you will be required to execute a Pre-Authorized Debit (PAD) agreement in our favour. You can complete a PAD Agreement in the Mobile App.
12. In the event that you receive credit in your CAD Account in excess of what has been Loaded by you through error or mistake of us, we may correct such error when discovered and adjust the Balance available in your CAD Account. You agree to reimburse us for any excess credit received by you forthwith upon demand by us.
13. You acknowledge that all funds loaded into your CAD Account will be held by us in a segregated custodian bank account(s) at our banking provider(s), which is/are a bank(s) listed in Schedule I, II or III of the *Bank Act* (Canada) or otherwise qualified U.S. bank (the "**Pooled Account**"). The Pooled Account will be designated for the benefit of our customers and will include all funds of all users of our CAD Account and your identity

and your share of the funds in the Pooled Account (as represented by your Balance) will be maintained in our records.

LOST OR STOLEN MOBILE DEVICE OR PASSCODE

14. If you lose your mobile phone or the passcode to your Mobile App, someone might be able to use the Balance in the CAD Account. You are solely responsible for the care and control of your CAD Account and for maintaining the confidentiality of your passcode. The passcode is provided solely for your use and security. You should not maintain a written record of or disclose the passcode to any third party, including family members and friends. You are responsible for all uses of the CAD Account and the CAD Account Services with the passcode, whether initiated by you or anyone else using your CAD Account and passcode.
15. If you lose your mobile phone or passcode to the Mobile App, you must notify us via telephone within 24 hours. We will use our best efforts to block your CAD Account immediately and process all transactions that were completed before your CAD Account was blocked. You will be required to answer an identifying question drawn from your personal information or provide any supporting documents as may be required. After you report the loss of your mobile phone or the passcode to the Mobile App, we will transfer your Balance to a new CAD Account which you will need to link to the Mobile App and set a new passcode.
16. You must not allow any person other than yourself to use your CAD Account or the CAD Account Services. You will be liable for all transactions and any charges, fees and losses incurred from the use of your CAD Account whether such transaction was instructed by you or someone else with or without your authorization.

PERSONAL INFORMATION CONSENT

17. In the course of providing the CAD Account Services to you, we will collect and use your personal information, including, but not limited to your name, address, telephone number and date of birth, and will access details of the use of the CAD Account and the CAD Account Services. This personal information will be used by us to confirm your identity, provide the CAD Account Services to you, provide notifications, communicate with you by telephone or writing, report to any governmental body or agency that we may be required to report to, report to a credit bureau or to a third party collection agency, and to collect any amounts owed by you to us. You further agree that we may verify your name, address, phone number, and other account details with information about you held by third party sources including credit reporting agencies, banking institutions, and your mobile service provider in order to verify your identity and help protect against potential fraud, such as when someone other than you is trying to use your CAD Account or conduct a transaction without your permission, and you provide your consent for them to disclose and/or compare your information for this purpose. In that regard, you also authorize your wireless operator to disclose to us and to its third-party service providers your mobile number, name, address, email, and other subscriber status

device details, if available, solely to verify your identity and prevent fraud for the duration of our business relationship. Except as required by law or as stated herein, we will maintain your personal information in confidence and will not disclose your personal information to persons (other than each other for the purposes of this Addendum) and our service providers without your consent. You agree that we may add to or modify the uses of your personal information by posting such additions or modifications on our website and by providing notice to you by email to your email address provided by you or by post to your address provided by you. You may withdraw your consent to such use, whether added or modified, at any time by notifying us in writing. In the event consent is withdrawn, we will cancel the CAD Account and the CAD Account Services and any Balance, will be returned to you by us. We are committed to respecting the privacy of your information and we will not collect, use or disclose your information in a manner that is inconsistent with our [Privacy Policy](#) (which may be updated from time to time), available in the Mobile App. See our Privacy Policy for more information on how we treat your data.

18. If you have provided an email address or cellular phone number capable of receiving text/SMS messages to us and have indicated you are consenting to the sending of messages by us, you may receive messages from us or third-party service providers to such email or text/SMS accounts. Messages sent may include information regarding transactions. If you consent to such communication, you acknowledge that will result in personal and private information regarding the use of your CAD Account be sent to the designated email addresses and phone numbers and that it is your responsibility to assure the numbers provided are secure and under your control. If you no longer wish to receive email or text/SMS from us, you may do so by contacting us. If the email addresses or cellular numbers you provided are invalid, cease to be active, or bounce back messages indicating the applicable email or phone account is not able to receive messages, we will have no obligation to try to contact you through other means to obtain a valid and operating email address or cellular number. Any cost incurred by you as a result of receiving email messages or text/SMS messages are your responsibility.

LIMITATION OF LIABILITY

19. **[THIS PROVISION DOES NOT APPLY TO RESIDENTS OF THE PROVINCE OF QUEBEC]** We are not responsible for any Loss suffered or incurred by you except to the extent caused by our negligence and in all cases we will not be liable for any avoidable Loss caused or contributed to by you through you failing to comply with all obligations under this Addendum or the Mobile App, or any indirect, special, consequential, or exemplary damages (including loss of profits) regardless of the cause of action and even if we have been advised of the possibility of such damages. In no event, including where we were negligent, will we be liable for any Loss suffered by you that is caused by:
 - (a) the actions of, or any failure to act by, any third party (and no third party will be considered to be acting as our agent;

(b) the inaccuracies in, or inadequacies of, any information provided by you to us to provide the CAD Account Services including any loss due to the input by you of incorrect information or for payments in incorrect amounts;

(c) the failure by us to perform or fulfill any of its obligations to you, due to any cause beyond our control;

(d) unauthorized, or fraudulent use of or access to the CAD Account Services, alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the CAD Account Service; or

(e) any service interruptions, including, but not limited to, system failures, power outages, or other interruptions that may affect processing, settlement, acceptance or disbursement in connection with the CAD Account Services.

FEES

20. CAD Account fees are set out in the Information Box on the first page of the Addendum and will also be posted on our website and/or the Mobile App. You acknowledge being advised of the fees and agree to pay applicable fees in effect for the CAD Account Services available under this Addendum.
21. You acknowledge that fees payable in connection with your use of the CAD Account may be charged against the CAD Account Balance.
22. You agree that we are authorized at any time to set-off the funds in your CAD Account against any debts or liabilities owed by you to us. We may exercise this right of set-off without notice to you.
23. If you have a complaint or inquiry about any aspect of your CAD Account or Balance, please call us toll-free at +1 844-707-7788. We will do our best to resolve your complaint or inquiry.

Addendum 3 – Crypto Asset Wallet

1. Top-ups to Your Crypto Asset Wallet from an External Wallet.

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

1.2 You acknowledge and agree that it is your responsibility to ensure that:

- the correct address, memo and/or destination tag for your Crypto Asset Wallet (as reflected on the Crypto.com App and Crypto.com Web) is entered when you effect a transfer of Crypto Asset from your external wallet to your Crypto Asset Wallet; and
- only the Crypto Assets that are supported by the Crypto Asset Wallet and Crypto Wallet address will be transferred to your Crypto Asset Wallet.

1.3 You also acknowledge that:

- the transfer of any Crypto Asset to an incorrect address (i.e. an address other than the correct address for your Crypto Asset Wallet as reflected on the Crypto.com App and Crypto.com Web), memo and/or destination tag or effected without an address, memo and/or destination tag or the transfer of any type of Crypto Asset that is not supported by the Crypto Asset Wallet will result in the irreversible loss of such Crypto Asset.
- We shall bear no liability for any such loss of Crypto Assets or other value.
- Excluding erroneous transfers, a transfer of Crypto Asset to your Crypto Asset Wallet is only deemed to be confirmed when the balance of your Crypto Asset Wallet (as reflected in the Crypto.com App and Crypto.com Web) has been updated to reflect such transfer.
- Crypto.com reserves the right to reject any transfer of Crypto Asset to your Crypto Asset Wallet. In such a scenario, the relevant Crypto Asset will not be credited to your Crypto Asset Wallet and Crypto.com will affect a transfer of the same amount of the relevant Crypto Asset, less any applicable fees, back to the address from which it was sent.

2. Crypto Asset Transfers.

2.1 You may transfer any Crypto Asset from your Crypto Asset Wallet to a specified external address or to another Crypto.com App user via the Crypto.com App, with the exception of certain Crypto Assets which are not supported in respect of Crypto Asset Transfers, as determined by Crypto.com at its sole discretion, and subject to change from time to time.

2.2 Crypto.com processes all Crypto 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 Crypto Asset Transfer to Crypto.com as the Crypto Asset Transfer may not be canceled or reversed once processed by Crypto.com unless Crypto.com decides at its sole discretion that the transaction should be canceled or reversed and is technically capable of such cancellation or reversal. You acknowledge 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 Crypto Asset.

2.3 You agree to have sufficient Crypto Asset in your Crypto Asset Wallet prior to instructing Crypto.com to effect any Crypto Asset Transfer. If your Crypto Assets in your Crypto Asset Wallet are not sufficient to cover the amount required for Crypto.com to complete the Crypto Asset Transfer, Crypto.com will not proceed to effect the Crypto Asset Transfer and Crypto.com is under no obligation to attempt to fulfill your Crypto Asset Transfer using an alternative method of transfer. You hereby authorize us to debit your Crypto Asset Wallet(s) for the full amount required for Crypto.com to complete any Crypto Asset Transfer for which you have submitted Instructions to Crypto.com.

2.4 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 authorized to do so. If you experience a problem with any goods or services purchased from, or sold to, a third party using Crypto Assets transferred from your Crypto Asset Wallet, or if you have a dispute with such a third party, you should resolve the dispute directly with that third party.

2.5 The Crypto Asset Transfer service is not available on Crypto.com Web.

3. CAD to Crypto Asset Conversions.

3.1 When effecting a CAD to Crypto Asset Conversion, you are buying such Crypto 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 Crypto Assets.

3.2 For a CAD to Crypto Asset Conversion to be effected, you may affect a payment to Crypto.com via:

- 3.2.1 your Eligible Card by providing your Eligible Card details, as well as the relevant amount to be converted, through the Crypto.com App or Crypto.com Web. In such a case, you acknowledge that the transfer of CAD will depend on the performance of such transfer by your bank. Upon Crypto.com's receipt of

confirmation that such Eligible Card transaction has been authorized, Crypto.com will credit the relevant amount of Crypto Assets to your Crypto Asset Wallet;

3.2.2 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 or Crypto.com Web. Upon Crypto.com's successful confirmation and authentication of such payment card transaction through the applicable Third-Party Digital Wallet Application, Crypto.com will credit the relevant amount of Crypto Asset to your Crypto Asset Wallet;

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

3.3 You agree that only Eligible Cards that are issued to and/or registered in your name will be used to effect payments to Crypto.com for CAD to Crypto Asset Conversions.

3.4 All CAD to Crypto Asset 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 authorization to us, as applicable, to complete any pending or partially completed transactions. We shall not be liable for any partially completed transactions or delays in the processing of your instructions, or inability to process your instructions due to delay, failure or interruption in, or unavailability of a Third-Party Digital Wallet Application. If your payment is not successful or if your payment instrument has insufficient funds, you authorize us, in our sole discretion, either to cancel the transaction or to debit your other payment instruments, including balances on your CAD Account for any amount necessary to complete the transaction.

3.5 We reserve the right to cease any Third-Party Digital Wallet Application functionality enabled in the Crypto.com App or Crypto.com Web at our sole discretion without notice to you.

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

3.7 You shall be responsible for any fees charged by your bank or card issuer(s) (including any international transaction fees, card processing fees, cash advance fees and transfer to overseas service charges) relating to the purchase of Crypto Assets with your Eligible Card. Some banks or card issuers may treat the purchasing of Crypto Assets with credit card as a cash advance which may incur a high fee or interest rate. If you are in doubt, please check with your bank or credit card issuer prior to the purchasing of any Crypto Assets.

3.8 All sales involving a CAD to Crypto Asset Conversion transaction are final.

Addendum 4 – Rewards Program And Missions

By entering or participating, each Participant acknowledges and understands it shall comply with the Rules and the decisions of Crypto.com (defined below and includes “we” or “us”), which are final and binding in all respects.

1. General Provisions

1.1. Definitions and Interpretation

- “**Affiliate**” has the same meaning as the same term in the Crypto.com App and Web terms and conditions.
- “**Crypto.com**” means the Relevant Entity.
- “**Comeback Bonus**” is a Mission that selected existing Crypto.com users can complete in order to earn Rewards.
- “**Diamonds**” are reward points created by Crypto.com, awarded by Crypto.com to the Participant for completed Missions in its discretion, and which a Participant may use in order to be eligible for and redeem for Rewards made available on the Crypto.com App for Missions pursuant to the Rules applicable to Missions.
- “**Mission(s)**” refer to activities, tasks, or actions that a Participant must undertake on the Crypto.com App in order to be eligible for Diamonds and/or Rewards, including unlocking badges on the Crypto.com App, which can be redeemed for specified Rewards as shown in the Crypto.com App and pursuant to the Rules.
- “**Participant**” means an eligible individual who participates in the Rewards Program in accordance with the Rules.
- “**Rewards Program FAQs**” means the applicable FAQs published on the websites of Crypto.com regarding all aspects of our Rewards Program that can be found: [here](#).
- “**Relevant Entity**” is as defined in Section 1.4.
- “**Reward(s)**” refers to any benefit in any form that the Participant may receive from Crypto.com for completing Missions, completing tasks relating to the Welcome Bonus or Comeback Bonus, or meeting certain criteria for Rewards+ in accordance with the Rules.
- “**Rewards+**” refers to the activities that a Participant must undertake on the Crypto.com App in order to be eligible to receive specified Rewards from Crypto.com as described in the Rules relating specifically to Rewards+.
- “**Rewards Program**” means Missions, Welcome Bonus, Comeback Bonus, Rewards+, and any other rewards-based incentive program that we may introduce from time to time (which will be included in the Rewards Program FAQs and these Rewards Program Terms and Conditions) .
- “**Rewards Program Terms and Conditions**” means the terms and conditions contained herein.
- “**Rules**” means the Rewards Program Terms and Conditions and the Rewards Program FAQs as well as any other requirements specified by Crypto.com with respect to the Rewards Program.

- “**Welcome Bonus**” is a Mission exclusively for eligible new users that gives new users a chance to earn Rewards.

1.2. Description of Rewards Program. The Rewards Program is a promotional program whereby Participants can receive rewards, in Crypto.com’s sole discretion and as a gratuity, for completing specified activities on the Crypto.com App under specified conditions as described in the Rules.

1.3. Contractual Agreement. These Rewards Program Terms and Conditions, and any others referenced or incorporated herein, constitute a legally binding contract between you and the Relevant Entity. By participating in the Rewards Program, you are entering into a binding contract and shall be deemed to have expressly read, understood, and agreed to be bound by these Rewards Program Terms and Conditions in addition to the Crypto.com App terms and conditions (“**Crypto.com App T&Cs**”), and Rewards Program FAQs, applicable to your jurisdiction, which you accepted to gain access to the Crypto.com App and which are available in the same. Unless otherwise stated, defined terms used in the Rewards Program Terms and Conditions shall have the same meanings given to them in the Crypto.com App T&Cs. In the event of any inconsistency between the Crypto.com App T&Cs and these Rewards Program Terms and Conditions with respect to the Rewards Program, these Rewards Program Terms and Conditions shall prevail, except for aspects relating to the Crypto.com App T&Cs, in which case the Crypto.com App T&Cs shall control. You hereby represent and warrant that by participating in the Rewards Program, you are not in violation of any applicable laws in your jurisdiction of residence.

Amendments. Crypto.com reserves the right to amend, modify, replace or remove the Rewards Program and Rewards at its discretion.

1.4. For the latest list of Missions, Welcome Bonus, Comeback Bonus, Rewards+ criteria, and Rewards, please click Rewards Program FAQs [here](#).

1.5. Relevant Entity. The Relevant Entity conducting the Rewards Program substantially as described in the Rules is Foris DAX CAN ULC. By participating in the Rewards Program, you acknowledge that you shall comply with the Rules and the Crypto.com App and Web T&Cs and the decisions of Crypto.com, which are final and binding in all respects. Throughout these Rewards Program Terms and Conditions, references to “Crypto.com”, “we”, “us” and “our” mean the Relevant Entity, as applicable.

2. Eligibility. To be eligible for the Rewards Program, you must:

- Be an existing Crypto.com App user in compliance with the Crypto.com App and Web T&Cs;
- Have a Crypto.com App account that is not suspended, restricted, terminated or otherwise;

- Be eighteen (18) years of age or older, or the minimum age required in your jurisdiction of residence to have the necessary legal capacity, right, power and authority to accept these terms of the Rewards Program;
- For Rewards+, be located in, under the jurisdiction of or a national or resident of any of the countries, states and jurisdictions listed [here](#);
- For Welcome Bonus and Comeback Bonus, be located in, under the jurisdiction of or a national or resident of any of the countries, states and jurisdictions listed [here](#) and [here](#).
- Be eligible based on any criteria specified in the Rewards Program FAQs;
- Not be subject to any sanctions imposed by any government, including without limitation those imposed by the United Nations, the European Union, any EU country, the UK Treasury, or the U.S. Office of Foreign Assets Control; and
- Read, understand, and agree the relevant Privacy Notice and Cookie Policy as applicable to you in your jurisdiction, as may be updated from time to time

Without limiting any of our rights here, your eligibility to participate in the Rewards Program is at all times subject to your continuing compliance with these Terms and the foregoing eligibility criteria.

Notwithstanding your meeting the eligibility criteria above, we reserve the right to refuse your ability to participate in the Rewards Program, or to suspend or terminate your participation in the Rewards Program at any time in our sole discretion. Further we reserve the right to change the eligibility criteria at any time. If we become aware that you are ineligible or otherwise determine that you are in violation of the Rules or any applicable terms and conditions, Crypto.com may ban you from using any of our or our Affiliates' products and services. In addition to the other rights set forth herein and to those that may be available to us, you agree that you will indemnify and hold harmless Crypto.com and its Affiliates from any legal or monetary consequences that arise from any unauthorized participation.

3. Your Participation

- Participants may only use their own Crypto.com App account to participate in this Rewards Program.
- Participants cannot transfer Diamonds to any other person.
- Participants do not have the right to substitute Rewards for another Reward(s).
- Participants understand that they shall be bound by the Rules and by the interpretation of the Rules by Crypto.com and by the decisions of Crypto.com, which are final and binding in all respects; and
- Participants understand their participation in the Rewards Program shall be conditioned on its compliance with any and all applicable laws.
- Receiving the Rewards is contingent upon fulfilling all requirements set forth in the Rules and all rewards are provided solely in Crypto.com's discretion as gratuities.

4. Rewards

4.1. Limits on Rewards. If for any reason the Rewards, or any part of a Reward, is unavailable or a Reward or related event is delayed, cancelled or postponed, or for any other reason, Crypto.com reserves the right to modify the Rewards Program in its sole discretion and award a substitute Reward, or portion of a Reward, of comparable or greater value as set forth in the Rules. No substitution, transfer, assignment or cash equivalent of the Reward, or any portion thereof, is permitted by the Participant. Crypto.com and its Affiliates shall have no responsibility or obligation to a Participant who is unable or unavailable to, or who does not for any reason, accept or utilize a Reward. All costs and expenses not specifically listed above as part of the Reward are solely the Participant's responsibility. The Rewards are provided on an "as is" basis. Participants acknowledge that Crypto.com and its Affiliates have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Rewards, including any implied warranty of merchantability of fitness for a particular purpose. Any Rewards pictured in advertising or Rewards Program materials (other than the Rewards Program FAQs) are for illustrative purposes only.

4.2. Tax Obligations. The value of the Reward may be taxable to the Participant as income. All federal/national, state/provincial, and local tax liability, and any other costs and expenses associated with acceptance or use of the Reward not specifically provided for in the Rules are solely the Participant's responsibility (regardless of whether the Reward, in whole or in part, is used).

5. Liability Release and Indemnity

THE REWARDS ARE OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY CRYPTO.COM OR ANY AFFILIATE, EITHER EXPRESS OR IMPLIED. IN NO EVENT WILL CRYPTO.COM OR ANY AFFILIATED ENTITY BE LIABLE TO THE PARTICIPANT FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN THE REWARDS PROGRAM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CRYPTO.COM AND/OR OTHER AFFILIATED ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

By entering the Rewards Program, the Participant agrees to indemnify, defend, and hold harmless, Crypto.com and its affiliated entities from any and all liability, for any claims, damages, injuries or losses of any kind, and to release all rights to bring any claim, action or proceeding arising out of, in connection with, or relating to, (i) participation in the Rewards Program, (ii) without limitation, death, or property damage, arising directly or

indirectly from the acceptance, possession, misuse or use of the Rewards, (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Rewards Program or acceptance and use of the Reward, and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Rewards Program, the Reward, or Crypto.com's advertising and marketing related to the Rewards Program, Participants, in all cases, including but not limited to: (a) unauthorized human intervention in the Rewards Program; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Rewards Program or the Missions; or (f) injury or damage to persons or property (including to any computer or mobile device systems resulting from participation in or accessing or downloading information in connection with the Rewards Program), which may be caused, directly or indirectly, in whole or in part, from the Participant's participation in the Rewards Program or receipt or use of any Reward. Participant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Rewards Program, or the acceptance, receipt, or use of the Reward and/or any Reward component. Participant further agrees that in any cause of action, Crypto.com and/or its affiliated entities' liability will be limited to the value of the Reward, and in no event shall any affiliated entities be liable for attorney's fees.

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

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

6. General Terms

6.1. Disruptions. Crypto.com and/or its affiliated entities are not responsible if the Rewards Program cannot take place, or if the Diamonds and/or Rewards cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of Crypto.com and/or their affiliated entities. If, for any reason the Rewards Program is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Crypto.com and/or their affiliated entities, which, in Crypto.com's sole

determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Rewards Program, Crypto.com reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Rewards Program or any part of the Rewards Program. If the Rewards Program or any part of the Rewards Program is terminated or modified prior to the closing of the Rewards Program or any applicable deadline related to the Rewards Program or any of its iterations, notice will be posted on Crypto.com. Crypto.com reserves the right to modify and amend the Rules from time to time.

6.2. Misconduct. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE REWARDS PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, CRYPTO.COM RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

6.3. Severability and Survival. The invalidity or unenforceability of any provision of the Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. All provisions of the Rewards Program Terms and Conditions, which by their nature extend beyond its termination, including, without limitation, provisions pertaining to suspension and termination, shall survive such termination.

6.4. Waiver. Crypto.com's failure to enforce any term of the Rules will not constitute a waiver of that term or any other provision of the Rules. The Participant agrees to waive any rights to claim ambiguity of the Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the Rules or any provision hereof.

6.5. Assignment, Delegation, or Transfer. You may not assign, delegate, or transfer any rights or obligations under the Rewards Program Terms and Conditions without our prior written consent. Any such attempted assignment, delegation, or transfer shall be null and void. We reserve the right to assign, delegate or transfer the Rewards Program Terms and Conditions or our rights and/or obligations hereunder without restriction, including without limitation to Affiliates, or to any successor in interest of any business associated with the Crypto.com App.

6.6. Third Party Rights. Other than the Affiliates of Crypto.com, a person who is not a party to this Rewards Programs Terms and Conditions shall have no rights hereunder.

6.7. Relationship. Crypto.com is not your trustee, investment advisor, or fiduciary. By providing the Rewards Program, Crypto.com does not become a trustee, investment

advisor, or form any sort of fiduciary relationship with you. We have no trust or other obligations with respect of your Crypto Assets other than those expressly specified in the Rewards Program Terms and Conditions.

6.8. Entire Agreement. The Rules (together with the Rules, Privacy Notice, and Cookie Policy) represents the entire agreement between you and us with respect to the Rewards Program and supersedes all prior representations, understandings, agreements, or communications between you and us, whether written or verbal.

6.9. Amendments. We may amend or modify the Rules from time to time by posting the updated Rewards Program Terms and Conditions on the Crypto.com App or in accordance with the App T&Cs and such amendment or modification shall take effect immediately. Your continued use of the Crypto.com App constitutes your acceptance of the updated Rewards Program Terms and Conditions; if you do not agree with the updated Rewards Program Terms and Conditions, your sole and exclusive remedies are to discontinue participation in the Rewards Program.

7. Privacy

7.1. All information provided by the Participant and collected by Crypto.com in connection with Participant's participation in the Rewards Program will be subject to and will be treated in a manner consistent with Crypto.com's Privacy Notice as applicable in your jurisdiction. By participating in the Rewards Program, the Participant hereby agrees that Crypto.com may collect and use his or her personal information provided, and acknowledges that he or she has read and accepted the Crypto.com Privacy Notice. Among other things, the information that the Participant provides may be used for sending the Participants company updates and announcements about Crypto.com and its products and/or services.

7.2. In the event there is a discrepancy or inconsistency between, on the one hand, disclosures or other statements contained in the privacy policy or terms of use on a website and/or the terms and conditions of various products, services and features which we offer (excluding the Rewards Program), and on the other hand, the Rules, the Rules shall prevail, govern and control with respect to the Rewards Program and the discrepancy will be resolved in Crypto.com's sole and absolute discretion.

Addendum 5 – Crypto Earn

1. **Description of Service.** Crypto Earn is a feature within the Crypto.com App (“**App**”) that permits eligible App users (“**Earn Users**”) to receive rewards on certain supported Crypto Assets that are stored in the Crypto Asset Wallet. Please note that we do not require that the Crypto Assets that you want to designate for Crypto Earn to be purchased from Crypto.com, its affiliates, or through a Crypto.com product or service.
2. **Eligibility; Reservation of Modification Rights.** To be eligible for Crypto Earn, you must meet the requirements of the Terms and Conditions. Notwithstanding your meeting the eligibility criteria above and as described in more detail in Clause 3.5 of this Addendum, we reserve the right to refuse your request to use and access the Crypto Earn service, including your ability to designate supported Crypto Assets for Crypto Earn, to suspend your access to Crypto Earn, and to no longer provide rewards for any Crypto Assets designated for Crypto Earn at any time in our sole discretion. Further, we reserve the right to change the eligibility criteria at any time. If we become aware that you are ineligible or otherwise determine that you are in violation of the Terms and Conditions, we may terminate your participation in Crypto Earn without notice and ban you from using any of our or our Affiliates’ products and services. In addition to the other rights set forth herein and to those that may be available to us, you agree to indemnify and hold harmless Crypto.com and its Affiliates from any legal or monetary consequences that arise from any unauthorized use.
3. **Crypto Earn Plans**
 - 3.1. **General.** You may receive rewards on certain supported Crypto Assets that you designate from your Crypto Asset Wallet for Crypto Earn for a defined period of time (“**Fixed Plan**”) or an indefinite period of time (“**Flexi Plan**”, and together with the Fixed Plan the “**Earn Plans**”). When you designate Crypto Assets in your Crypto Asset Wallet to an Earn Plan, we do not pool your designated Crypto Assets with that of other Earn Users, nor do the rewards you accrue come out of a pool of Crypto Assets. You understand and agree that we do not hold or use your designated Crypto Assets for reinvestment purposes. For the avoidance of any doubt, Clause 10.7 of the Terms and Conditions (as well as all other provisions of the Terms and Conditions) apply to this Addendum.
 - 3.2. **Designation Limits.** Each Earn Plan may maintain only one type of Crypto Asset and remains subject to an amount up to the maximum value specified by us from time to time (the “**Maximum Value**”). You are permitted to have multiple Earn Plans provided that the aggregate value of the Crypto Assets maintained in all active Earn Plans does not exceed the Maximum Value. In the event that we reduce the Maximum Value such that the aggregate value of the Crypto Assets maintained across all of your active Earn Plans exceeds the reduced Maximum Value, we will:
 - 3.2.1. In relation to Flexi Plans, we will de-designate the amount that exceeds the reduced Maximum Value from Crypto Earn in our discretion. The

amount of Crypto Assets in your Crypto Asset Wallet will reflect the amount of de-designated Crypto Asset(s).

- 3.2.2. In relation to Fixed Plans, we will delay enforcement of the reduced Maximum Value until the expiration of the first Fixed Plan that brings the aggregate value of the Crypto Assets maintained across all active Fixed Plans below the reduced Maximum Value; and

3.3. Fixed Plans

- 3.3.1. **Plan Minimum.** Each Fixed Plan requires a minimum amount of Crypto Assets to be maintained (“**Minimum Quantity**”) which varies by the type of Crypto Asset and is disclosed in the Crypto.com App.
- 3.3.2. **Plan Duration.** Each Fixed Plan will be for a fixed duration ranging from one (1) to three (3) months, or for other durations as we may make available at our discretion from time to time. The amount of rewards (“**Rewards Rate**”) shall apply for the duration of the Fixed Plan. We reserve the right to amend the terms of any Fixed Plan if such changes are immaterial and do not impact the Rewards Rate or the plan duration.
- 3.3.3. **Rewards Accrual.** Rewards will begin accruing on the day after you designate Crypto Assets for a Fixed Plan. Rewards will accrue on a daily basis based on the value of the Crypto Assets designated for a Fixed Plan. No rewards will be provided on rewards already accrued and. Accrued rewards will be credited in the same Crypto Asset designated in the Fixed Plan every seven (7) days (beginning on the day after you first designate such Crypto Assets) to your corresponding Crypto Asset Wallet. In the event that a Fixed Plan is terminated before accrued rewards are credited, such rewards will be forfeited.
- 3.3.4. **Withdrawal.** You may submit a request to de-designate Crypto Assets prior the expiration of a Fixed Plan, but you agree that any early withdrawal shall be at our sole discretion and that, in the event of early withdrawal, any accrued rewards not yet credited to your Crypto Asset Wallet will be forfeited.
- 3.3.5. **No Automatic Renewal.** Upon expiration of a Fixed Plan, the Crypto Assets designated to it will automatically be de-designated and transferred to your corresponding Crypto Asset Wallet.

3.4. Flexi Plans

- 3.4.1. **Plan Minimum.** Each Flexi Plan requires a Minimum Quantity which varies by Crypto Asset and is disclosed in the Crypto.com App. You must always maintain the Minimum Quantity of a given Crypto Asset to accrue any rewards in a Flexi Plan.

- 3.4.2. **Plan Duration.** The duration of each Flexi Plan remains at your discretion, subject to the terms of this Addendum. You may de-designate Crypto Assets from a Flexi Plan at any time.
- 3.4.3. **Rewards Accrual.** Rewards will begin accruing on the Crypto Assets designated to and maintained in a Flexi Plan on the day after you designate such Crypto Assets to a Flexi Plan. Rewards will accrue daily and will be based on the value of the Crypto Assets held in the Flexi Plan. No rewards will accrue on rewards already accrued and. Accrued rewards will be credited in the same Crypto Asset designated for the Flexi Plan every seven (7) days (beginning on the day after you first designate such Crypto Assets) to your corresponding Crypto Asset Wallet. In the event that a Flexi Plan is terminated before accrued rewards are credited, such rewards will be forfeited.
- 3.4.4. **Withdrawal.** You may de-designate Crypto Assets from a Flexi Plan at any time.
- 3.5. **Rights of Crypto.com.** Without abridging, limiting, or modifying the rights otherwise generally available to us as set forth in Terms and Conditions, we reserve the right to and at any time, without liability to you to:
- Refuse your request to use Crypto Earn;
 - Change the eligibility criteria for registration or use of Crypto Earn;
 - Close, suspend, limit, restrict, or terminate your access to Crypto Earn, including when we are required to do so by a court order, government order, or a facially valid subpoena or we reasonably suspect you of engaging in Prohibited Activities (as described in Clause 4 of this Addendum); or reasonably suspect you of otherwise being in violation of this Addendum, the Terms and Conditions or other applicable terms and conditions for products and services offered by Crypto.com or its affiliates; and
 - Change, update, remove, cancel, suspend, disable, or discontinue any features, component, content, incentive, or referral plan of Crypto Earn provided that we may not change the rewards rate, maturity date, or other material terms that impact your rewards accrual during the duration of any active Fixed Plan you have.
4. **Prohibited Activities.** By accessing and using Crypto Earn, you agree that you will not do any of the following:
- Engage in any activity that would violate or assist in the violation of any law, statute, regulation, or ordinance;
 - Violate or breach any terms or conditions in this Agreement, any other agreement or set of applicable terms and conditions, our Privacy Notice, or our Cookie Policy;
 - Provide us with any false, inaccurate, or misleading information or otherwise attempt to defraud us;

- Attempt to gain unauthorized access to our network, system, or websites or Crypto.com App Services other than your own;
 - Decompile, disassemble, or otherwise reverse engineer our Crypto.com App, Crypto Earn, or any other related product, program, or system or in any way infringe on our intellectual property rights including, but not limited to, copyrights, patents, trademarks, or trade secrets;
 - Engage in any form of data mining, indexing, scraping, surveying, or otherwise with respect to our Crypto.com App, Crypto Earn, or any other related product, program, or system; or
 - Unduly burden or hinder the functionality and/or operation of any aspect of our Crypto.com App, Crypto Earn, or any other product, program, or system offered, maintained, or provided by us or our affiliates.
5. **Recovery.** Upon termination of your Earn Plan, you are entitled to your Crypto Assets in accordance with the Terms and Conditions, unless we are prohibited from doing so by law or a court order or where we reasonably suspect that such funds were obtained through fraud or any unlawful means or in connection with any criminal activities.
6. **No Insurance.** The Crypto Assets designated for Crypto Earn are not protected by any government-backed insurance scheme including, but not limited to, the Canada Deposit Insurance Corporation (“**CDIC**”).
7. **Contact.** If you have any questions regarding Crypto Earn or need assistance in connection with the suspension or termination of your ability to use Crypto Earn, please contact us at chat.crypto.com.

Addendum 6 – Crypto.Com Pay

1. Crypto.com offers a payment solution within the Crypto.com App that enables users to send Crypto Assets to other users and pay registered merchants with the supported Crypto 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.
2. If you pay for a purchase via Crypto.com Pay with CRO, you may be entitled to receive a certain amount of CRO back (“**Pay Rewards**”) via the Crypto.com App after you have successfully completed your qualifying purchase from a qualifying merchant. This entitlement and the corresponding amount of Pay Rewards may be contingent upon the merchant of record and the amount of CRO you have in Lockup. Crypto.com reserves the right to not process a payment for any reason, refuse to pay any Pay Rewards or add, remove, or change the list of qualifying merchants.
3. All refunds will be made in CRO regardless of the type of Crypto Asset you may have used to pay for your Crypto.com Pay purchase. All refunds will be subject to a handling fee of 10 CRO, unless otherwise stated. Refunds below 10 CRO or its equivalent will not be processed, except where required by law.
4. Crypto.com has the sole discretion in determining whether Pay Rewards shall be granted or whether you shall be eligible for any refund. If you believe that you are entitled to any unreceived Pay Rewards, or your transaction is otherwise eligible for a refund, please contact us at chat.crypto.com.

Addendum 7 - CRYPTO.COM LEVEL UP PROGRAM – TERMS AND CONDITIONS

These CRYPTO.COM LEVEL UP PROGRAM TERMS AND CONDITIONS (the “**Level Up T&Cs**”) incorporate, and are a part of, the relevant CRYPTO.COM APP TERMS & CONDITIONS (or the relevant CRYPTO.COM APP AND WEB TERMS & CONDITIONS) in your jurisdiction (the “**App T&Cs**”). You should read these Level Up T&Cs in conjunction with the Main App T&Cs. **By accepting these Level Up T&Cs and participating in the Level Up Program, you are also reaffirming your acceptance of the App T&Cs and the relevant Level Up FAQs applicable in your jurisdiction available [here](#).** In the event of a conflict between these Level Up T&Cs and the App T&Cs, the Level Up T&Cs will govern.

How much CRO do I have to Lock Up to participate in the Level Up Program and for how long?

In order to participate in the Program, you agree to Lock Up 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 [here](#), (“**Holding Period**”), in accordance with these Terms (“**Level Up Lock Up**”). If you are an existing Crypto.com Card holder with a Crypto.com Card issued before 6 November 2024, please refer to these [FAQs](#) for the applicable CRO amount and Holding Period (180 days).

What is the Level Up Program?

The Level Up Program offers benefits and rewards that span across a variety of Crypto.com’s products and services. Your benefits are based on your tier, and your tier is based on meeting certain eligibility criteria, as set forth in the FAQ page [here](#). As you qualify for different Level Up, the benefits and rewards potentially available to you will change.

What Value of Benefits and Rewards Could I Potentially Earn?

The value to you will be determined by all the ways you can utilize the various benefits and rewards. It will also be impacted by the Crypto.com products and services available to you. To find out more, check out the benefits FAQ page [here](#) and carefully read the Other Important Disclosures and Information below.

Do I Have to Enroll to Take Advantage of the Level Up Program?

Yes, you need to enroll in the Level Up Program to take advantage of its rewards and benefits. Rewards and benefits will not apply retroactively to any activity that occurred prior to our acceptance of your enrollment in the Level Up Program.

Am I Guaranteed to Receive All of the Benefits and Rewards Listed in the Level Up Program Materials?

No. Each published benefit or reward for your Level Up tier is available to you only if you have access to the relevant Crypto.com product or service. Access to Crypto.com products and services is not guaranteed. Your participation in the Level Up Program does not affect the availability or eligibility requirements of the relevant products and services and does not improve your chances of obtaining any particular product or service. For more details, please carefully read the Other Important Disclosures and Information below.

Other Important Disclosures and Information

2. **All Crypto.com products and services are subject to availability.** Some of the products and services associated with the Level Up Program may not be available in your jurisdiction or may not be available to you for other reasons. Crypto.com cannot guarantee that any product or service will be available to you at any specific point in time or ever be available to you. For more information, and to determine whether a particular product or service is available in your jurisdiction, please refer to the applicable terms and conditions for the product or service.
3. **All published product roadmaps are subject to change without notice at our sole discretion at any time, for any reason or for no reason.** All roadmaps regarding product and service offerings are aspirational and only represent our good-faith estimates at the time of publishing. Circumstances may change quickly, and Crypto.com cannot guarantee that any product or service will be available to you at any specific point in time or ever be available to you.
4. **You may not be eligible for one or more of the products and services associated with the Level Up Program.** Your participation in the Level Up Program does not affect your eligibility for any Crypto.com product or service. All eligibility requirements continue to apply for all Crypto.com products and services associated with the Level Up Program. Even if a particular product or service is available in your jurisdiction, it still may not be available to you if you do not meet the eligibility requirements. For more information, and to determine whether you are eligible for a particular product or service, please refer to the applicable terms and conditions for the product or service.
5. **The terms and conditions for all products and services associated with the Level Up Program continue to apply.** The Level Up Program, and these Level Up T&Cs, do not modify, abridge, supersede, or replace the terms and conditions of the products and services associated with the Level Up Program. By accessing a particular Crypto.com product or service, you agree to its applicable terms and conditions.

ADDENDUM 8 – CRYPTO BASKET

1. What is Crypto Basket?

Crypto Basket is a pre-specified bundle of individual Crypto Assets that a customer may purchase. Each Crypto 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 Crypto Assets identified in that Crypto Basket and the amount of each Crypto Asset purchased is equal to that Crypto Asset’s Weight. You will be able to determine the value of each Crypto Basket Purchase, but not the respective Weights of each Crypto Asset within a Crypto Basket. The Crypto Assets and Weights for each Crypto Basket are pre-selected and cannot be modified.

- 1.1. We reserve the right to remove any particular Crypto Asset in a Crypto Basket, replace a Crypto 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:

- 1.1.1. When a certain Crypto Asset in a Crypto Basket is delisted from the Crypto.com App;

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

- 1.2. If a Crypto Asset is removed from a Crypto Basket and not replaced, the Weights of each remaining Crypto Asset shall be determined by us and you will receive notification of the change. To be clear, any Crypto 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.

- 1.3. 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.

- 1.4. 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.

- 1.5. For more information on the different categories of Crypto Baskets please visit this FAQ page [here](#).

No investment advice or asset management

- 1.6. 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.
- 1.7. The Crypto 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 Crypto 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.
- 1.8. 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.
- 1.9. 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.

2. Rebalancing

- 2.1. Rebalancing is an **optional** functionality allowing you to pre-authorize purchases and sales of individual Crypto Assets to maintain the relative weights of each Crypto 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 Crypto 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 Crypto Assets in a given Crypto Basket at selected intervals.
- 2.2. 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](#).

2.3. No active or passive management

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

2.3.2. 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 Crypto 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.

2.4. Your responsibility and risks

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

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

2.4.3. 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.

3. Recurring Buy

3.1. 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 Crypto 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.

3.2. 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.

3.3. 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.

4. Custom Basket Builder

- 4.1. 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**”).
- 4.2. 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.

ADDENDUM 9 - AIRDROP ARENA

1. **Description of Service.** The Crypto.com Airdrop Arena platform (“**Airdrop Arena**”) is an online service offered as part of the Crypto.com App. The Airdrop Arena allows eligible persons to participate in events (each a “**Airdrop Arena Event**”) by contributing certain Crypto Assets to an Airdrop Arena Event, and in return, potentially receiving a reward in Crypto Assets in respect of that Airdrop Arena Event. The Airdrop Arena and each Airdrop Arena Event is subject to the Crypto.com App and Web terms and conditions (“**App T&Cs**”) as well as these [FAQs](#). By participating or attempting to participate in an Airdrop Arena Event (in both cases, “**participating**”), you confirm that you understand and agree to these Airdrop Arena terms and conditions (“**Airdrop Arena Terms**”), the App T&Cs and the FAQs which form part of this legally binding contract between you and Crypt
2. **Defined terms:** Unless the contrary intention appears, the terms used in these Airdrop Arena Terms have the meanings given to them in the App T&Cs.
4. **Crypto Asset Compatibility:** Crypto.com has sole and absolute discretion to determine the Crypto Assets, if any, that are accepted for deposit in the Airdrop Arena and that are compatible with an Airdrop Arena Event, and has sole and absolute discretion to direct which Crypto Asset that are accepted by Crypto.com to be contributed for an Airdrop Arena Event. Any such determination and direction by Crypto.com does not constitute an endorsement or recommendation in respect of any particular Crypto Asset.
5. **Eligibility:** To participate in an Airdrop Arena Event, you must have a Crypto.com App Account (“**Account**”), contribute the minimum quantity of Crypto Assets as stated in these FAQs for that specific Airdrop Arena Event, and otherwise satisfy any additional Airdrop Arena Event terms as stated on the Website. Subject to this clause 5 and clause 6 below, Crypto.com has the sole and absolute discretion to determine access to an Airdrop Arena Event. Crypto.com may publish Airdrop Arena eligibility criteria on the Website with respect to an Airdrop Arena Event, but is not bound by any such published eligibility criteria.
6. **Prohibition:** The following persons are prohibited from participating in any Airdrop Arena Event:
 - a. Persons that are not in compliance with the App T&Cs for any reason.
 - b. Persons for whom participating in an Airdrop Arena Event would contravene Applicable Law.
7. **No reasons required of Crypto.com:** Crypto.com is not required to give any reasons before exercising any discretion that it may have in respect of an Airdrop Arena Event, whether under the App T&Cs, these Airdrop Arena Terms, or otherwise.
8. **Events:** Participation in an Airdrop Arena Event must occur within the dates and times, and in the time zone, designated by Crypto.com in respect of that Airdrop Arena Event, and which will be publicized in these FAQs. Notwithstanding any such designation, Crypto.com may amend, suspend, end or declare any Airdrop Arena Event completed, in

whole or in part, at any time for any reason. Additional terms may apply for each Airdrop Arena Event. These additional terms will be stated in the FAQs, and are to be read in conjunction to these Airdrop Arena Terms.

9. **Locking Up Crypto Assets for an Airdrop Arena Event:** Only Crypto Assets that are in an Account and that are compatible and accepted by Crypto.com can be contributed to an Airdrop Arena Event. Notwithstanding compliance with this clause 9, Crypto.com may refuse any contribution to an Airdrop Arena Event, in whole or in part, at any time for any reason. **In respect of Crypto Assets allocated , Crypto.com shall not transfer, lend, pledge, repledge or re-invest such allocated Crypto Assets, and such allocated Crypto Assets shall at all time remain the property of the user.**
10. **Withdrawal of Crypto Assets:** Crypto Assets that are locked up for an Airdrop Arena Event cannot be withdrawn until the end of the lock up period. Early withdrawal of locked up Crypto Assets may result in receiving a reduced or no Crypto Asset rewards.
11. **Reward:** Prior to the commencement of an Airdrop Arena Event, Crypto.com will designate on the FAQ page the formula or rate that will be used to calculate the rewards that participants will receive in respect of a particular Airdrop Arena Event. All calculations and determinations made by Crypto.com are carried out in Crypto's sole discretion, and are final and binding in the absence of manifest error.
12. **Allocation Statements:** Any statements made by Crypto.com regarding rewards in respect of an Airdrop Arena Event are for illustrative purposes only. Any stated rewards may not reflect the final allocation (if any) that a participant may receive in respect of an Airdrop Arena Event. The final reward distribution will be notified to participants for acceptance or rejection. At the conclusion of an Airdrop Arena Event, a participant will only receive the rewards distributed to them in accordance with clauses 11 if they expressly accept the rewards when requested to do so by Crypto.com. Expressly accepted rewards will only be transferred to the relevant Account, and will not be transferred elsewhere by Crypto.com. If rewards are rejected, or if rewards are not expressly accepted within the timeframe designated by Crypto.com in accordance with clause 6, then those rewards are forfeited and will be disposed of by Crypto.com in its sole and absolute discretion.
13. **Rollover:** At the conclusion of an Airdrop Arena Event, if a participant does not remove their locked up Crypto Assets from that Airdrop Arena Event, then that participant is deemed to have earmarked those Crypto Assets to the next Airdrop Arena Event for which those Crypto Assets are compatible in accordance with the applicable terms of the next Airdrop Arena Event. A participant will continue to receive rewards in subsequent Airdrop Arena Events if the Crypto Assets allocated to prior Airdrop Arena Events are not withdrawn.
14. **Multiple Simultaneous Airdrop Arena Events:** In the event of multiple simultaneous Airdrop Arena Events, Crypto.com has sole and absolute discretion to decide the

apportionment of the locked up Crypto Assets among the Airdrop Arena Events.

15. **Errors in Lock Up of Crypto Assets:** If for whatever reason there are any errors in the calculation of locked up Crypto Assets or rewards distributed to any participant, Crypto.com will have the right to take remedial actions to correct the error, including but not limited to debiting any excess amount that was erroneously transferred to an Account out of such Account.
16. **Power to revise:** Crypto.com may revise or cancel these Airdrop Arena Terms at any time.
17. **Power to upgrade, downgrade or cancel:** Crypto.com may upgrade, downgrade or cancel the Airdrop Arena or access to it at any time.
18. **Notification:** Crypto.com will seek to notify material changes to the Airdrop Arena, an Airdrop Arena Event or these Airdrop Arena Terms on the FAQ page.
19. **Disclaimer of liability:** Unless any Applicable Law prohibits Crypto.com from excluding or limiting its liability or where the Loss is directly caused by its own gross negligence, fraud or wilful misconduct, Crypto.com is not liable for any Loss incurred in connection with an Airdrop Arena Event.
20. **No prospectus or solicitation:** Nothing stated in these Airdrop Arena Terms or in respect of an Airdrop Arena Event is a prospectus or a solicitation for investment and does not pertain in any way to an offering of securities in any jurisdiction. Crypto.com makes no representation regarding the regulatory or legal status of any Crypto Asset. Crypto.com will not make any attempt to register any Airdrop Arena Event under any legal or regulatory regime, nor is Crypto.com aware of any review of the Airdrop Arena by any regulatory authority in any jurisdiction. Under no circumstances do these Airdrop Arena Terms any other material relating to the Airdrop Arena or an Airdrop Arena Event constitute a recommendation or advice of any kind.
21. **Due diligence:** Before participating in an Airdrop Arena Event, a participant must conduct their own due diligence and ensure that their participation complies with Applicable Law, including with respect to Crypto Assets, Taxes and securities. By participating in the Airdrop Arena, a participant represents and warrants that it is lawful for them to do so.
22. **Risk factors:** The Airdrop Arena and each Airdrop Arena Event involves risks, some of which are set out in the Annex to the App T&Cs. In addition, the following risks may apply:
 - a. Partial or total loss of Crypto Assets, or of any value attributed to Crypto Assets.
 - b. Collapse in liquidity with respect to a Crypto Asset.
 - c. Changes in the compatibility of a Crypto Asset with any Airdrop Arena Event.

Participants must consider carefully whether the risks set out above are acceptable before participating in an Airdrop Arena Event.