CRYPTO.COM APP AND WEB T&Cs

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1. INTRODUCTION

1.1. The Crypto.com App Services and Crypto.com Web Services (described below) are provided to you by Foris DAX Middle East FZE (together with its affiliates, "**Crypto.com**").

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

1.3. By using the Crypto.com App Services and/or Crypto.com Web Services and/or completing the sign-up process, 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.

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

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

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

"**Applicable Law**" means any law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including all parties to these Terms), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority;

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

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

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

"**Business Day(s)**" means any day except any Saturday, Sunday or public holiday which banking institutions are open for normal business activities, in the jurisdiction where the transaction or business activity under these T&Cs is concerned;

"**Cash**" means USD, AED, or other sovereign-issued fiat currencies that are recognized legal tender in the country or territory that issued it;

"**Cash Account**" means either or both of the accounts in the Crypto.com App and/or Crypto.com Web which holds fiat funds in the United States Dollar (USD) or the United Arab Emirates Dirham (AED) respectively, governed by the respective sets of terms & conditions, here and here, as applicable to you;

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

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

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

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

"**Crypto.com App**" means the mobile application software developed, owned and released by Crypto.com and available for download for Android or Apple iOS, including all content and services listed in Clause 2.1 and made available on or through the same, and any and 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 2.1, which Crypto.com may make available to you on the Crypto.com App and Site from time to time in respect of your Digital Assets;

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

"**Crypto.com Stablecoins**" or "**CSCs**" means the stable coins offered by Crypto.com for use on the Crypto.com App and/or Crypto.com Web;

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

"**Crypto.com Web Services**" refers to the Service Content and all related features, services, content, and applications, described in Clause 5.2, which Crypto.com may make available from time to time. The Crypto.com Web services shall specifically comprise the services set forth in Clause 5.2;

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

"**Digital Asset**" means the cryptographic tokens, digital currencies, cryptocurrencies, virtual currencies or Stablecoins, or digital assets of any types that have been approved by Crypto.com for storage in the Digital Asset Wallet, a list of which is available for reference on the Crypto.com App and Site;

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

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

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

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

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

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

"**Force Majeure Event**" means an event or failure which is beyond our reasonable control including, without limitation, (i) acts of God, nature (including without limitation, natural disasters, epidemics and pandemics), court or domestic or foreign governmental authorities; (ii) failure or interruption in public or private telecommunication networks, communication channels or information systems;

(iii) acts or omissions of acts of a party for whom we are not responsible; (iv) delay, failure or interruption in, or unavailability of, third party services and sites; (v) strikes, lockouts, labour disputes, wars, civil unrest, terrorist acts and riots; (vi) viruses, malwares, other malicious computer codes or the hacking of any part of the Crypto.com App Services and/or Crypto.com Web Services;

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

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

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

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

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

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

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

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

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

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

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

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

"**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, 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;

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

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

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

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

"**Lockup**" **or "Lock up**" means the holding of CRO or any other Digital Assets determined to be eligible by

Crypto.com in your account for an agreed period of time;

"**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 "**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(a);

"**Transaction**" shall have the meaning ascribed to the term in Clause 9.1;

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

"**UAE**" means the United Arab Emirates;

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

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

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

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

2. THE SERVICES

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

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

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

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

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

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

(f) purchase of gift cards (not available to UAE residents);

(g) purchase of mobile airtime (not available to UAE residents);

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

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

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

(k) any incentive program(s) (including but not limited to any kind of reward, cashback or referral programs), that may be launched or offered via the Crypto.com App or the Site from time to time, hereafter referred to as the Crypto.com Rewards Program, which may allow users who undertake certain activities within the Crypto.com App to get rewarded with virtual incentives, certain incentives which, if applicable, may be redeemed for further opportunities and incentives that may be available from time to time. The full Terms and Conditions for the Crypto.com Rewards Program can be found at the following link: https://crypto.com/document/rewards_program_rules and are hereby incorporated herein by reference. In the event that there is any conflict between the terms and conditions set forth therein and these Terms, these Terms shall supersede and prevail; and

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

You may also access some services and products which are offered by Affiliates of Foris DAX Middle East FZE via the Crypto.com App, such services and products are governed by separate sets of terms and conditions. Payments, rewards, or other settlements relating to such third-party services and products may involve Digital Assets or Cash, as determined by the applicable terms and conditions. Foris DAX Middle East FZE may act as an intermediary or facilitate these transactions but assumes no counterparty obligations or liabilities, which remain with the relevant service provider under the applicable terms and conditions. Foris DAX Middle East FZE does not assume responsibility for any obligations arising from such third-party services and products except to the extent required by Applicable Law. Third-party services accessible via the Crypto.com App may also include Crypto.com Rips ("**Rips**"), which is provided to you solely by a third-party service provider (and not by Foris DAX Middle East FZE) on the terms set forth in "Addendum 2", which form a separate agreement between you and that service provider. By accessing or using Rips, you acknowledge that you have read and understood, and agree to be bound by, the terms set forth in Addendum 2. If you do not agree to such terms, you must not access or use Rips.

2.2. Subject to Applicable Law, we reserve the right and without liability to you to:

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

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

(c) reverse, cancel, clawback, change any terms or refuse to honour any reward, bonus or pay-out for any incentive programmes regardless of your entitlement, including but not limited to any reason specified in Clause 15.1 (a) to (g) below.

2.3. Subject to Applicable Law, we reserve the right to suspend, restrict or terminate your access to any or all of our Services and to deactivate your account, including without limitation:

(a) where it is our reasonable opinion that we are required to do so by Applicable Law or any court or other adjudicating authority to which we are subject in any jurisdiction;

(b) upon reasonable suspicion that you may be in breach of these Terms or are otherwise trying to circumvent these Terms such as by opening multiple accounts or abusing any of our incentive schemes;

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

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

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

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

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

2.4. In the event that we decide to suspend, restrict or terminate your access to our Services in accordance with the provisions of this Clause 2, we will (to the extent that it is not unlawful for us to do so) provide you with adequate notice of such termination of Services. Suspensions, restrictions or terminations from the use of our Services will be reversed only as soon as reasonably practicable once the reasons for refusal no longer exist. We are under no obligation to execute any suspended, reversed or terminated transactions at the same price or on the same terms.

2.5. Clause 2.2 above may occur to all, or any specific group, or any individual user of Crypto.com App Services. We do not guarantee that any specific content, component and/or feature will always be available on the Crypto.com App Services.

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

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

3. CONSIDERATIONS WHEN USING OUR SERVICES

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

(a) The Digital Assets you hold in your Digital Asset Wallet are held by us on your behalf in a ring-fenced, pooled, custody account, which is segregated from our own proprietary accounts. We may, and you hereby authorize us to, hold your Digital Assets with third-party a custodial safeguarding institution(s).

(b) Such a pooled account includes Digital Assets of all Crypto.com App and/or Crypto.com Web users but your identity and your share of the Digital Assets in the pooled account shall be maintained in our independent records at all times, which we may make available to our custodial safeguarding institution.

(c) In the event of our, or our custodial safeguarding institutions', insolvency, your Digital Assets cannot be used for the payment of our, or our custodial safeguarding institutions', debts, and your right and ability to redeem your Digital Assets from us, or directly from our custodial safeguarding institutions, will not be affected.

(d) You agree and authorize us to redeem any Digital Assets from our custodial safeguarding institution on your behalf, and you also agree and authorized us to transfer such Digital Assets to another custody account with a replacement custodial safeguarding institution at our discretion in line with Applicable Laws.

(e) No lien over or security interest shall be created in the Digital Assets held by us on your behalf by us or by our custodial safeguarding institution.

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

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

3.2. General Risks

(a) Please note that all transactions involving Digital Assets involve certain risks. In this regard, once submitted to a blockchain network, such a transaction will be unconfirmed 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 Digital Assets transfers, to and from external wallet addresses, that are in a pending state will be designated accordingly, and the relevant Digital Asset will not be included in your Digital Asset Wallet or be available to conduct transactions.

(b) In any transfer of Digital Assets, there is always a risk that the Digital Assets can be lost due to the collapse of the community that supports Digital Asset transfers, or the failure or bankruptcy of the

issuers and/or managers of that Digital Asset. In such scenarios, your Digital Assets could lose significant value and/or be lost all together.

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

(d) We are not responsible for the market of Digital Assets, and we make no representations or warranties concerning the real or perceived value of Digital Assets as denominated in any quoted currency. Although we may provide historical and/or real-time data regarding the price of Digital Assets, including graphs displayed within the Crypto.com App and Site showing the price fluctuations of Digital Assets, such data or graphs are for reference only. We make no representations regarding the quality, suitability, veracity, usefulness, accuracy, or completeness of such data or graphs, and you should not rely on such data or graphs for any reason whatsoever. You understand and acknowledge that the value of Digital Assets can be volatile, and you agree that we are not in any way responsible or liable for any losses you may incur by holding or trading Digital Assets, even if the Crypto.com App Services and/or Crypto.com Web Services were delayed, suspended, or interrupted for any reason.

(e) We do not provide investment advice tax advice, financial advice or any other professional advice and any content on the Crypto.com App and Site should not be considered as such advice or a substitute for tailored investment, financial advice. The contents of the Crypto.com App and Site does not constitute a comprehensive or complete statement of the matters discussed or the law relating thereto. The contents of the Crypto.com App and Site should. The contents of the Crypto.com App 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 Digital Asset.

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

4. ONBOARDING

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

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

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

(c) you are not resident or a Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction which Crypto.com has notified as being subject to prohibitions or restrictions on accessing or using the Crypto.com App Services and/or Crypto.com Web Services;

(d) you are not a resident or Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which entry into or performing your obligations under these Terms or the delivery, holding, use or exchange of Digital Assets is unlawful or restricted in any way or requires licensing, registration or approval of any kind;

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

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

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

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

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

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

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

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

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

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

4.2. In order to use the Crypto.com App Services, 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 Law, all information and documents must be in the English language (including such information and/or documents as may be required by us from time to time for compliance with Applicable Laws) in order to process your registration. If the documents you provide are not in the English language (except where permitted by Applicable Law), you may be required to provide us with a certified English translation Except as 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.

4.3. 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/or Crypto.com Web Services,

including but not limited to identify you or authenticate your identity, validate your funding sources or transactions or verify your source(s) of income and/ or wealth. This may include, without limiting the generality of the foregoing, requiring further information that will allow us to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your information against third party databases or through other sources.

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

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

4.6. You hereby represent and warrant that any and all information provided to us, our Affiliates or any of our third-party service providers, is always complete, accurate and up-to-date in all respects and that in the event that such information ceases to be complete, accurate and up-to-date, you shall provide us, our Affiliates and third party service providers which such revised and updated information without delay. It is your responsibility to update us with any changes in your personal information or any other information you may have provided us with during registration or else in the course of your engagement with the Crypto.com App Services and/or 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 use of the Crypto.com App Services and/or Crypto.com Web Services. You undertake to indemnify us, our Affiliates and any third-party service providers 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 and following termination of the Crypto.com Services.

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

4.8. Notwithstanding any Terms hereunder or your successful completion of the signing up process in accordance with Clause 4.2 above, you acknowledge and agree that certain types of users are specifically prohibited from using certain features within the Crypto.com App Services and/or Crypto.com Web Services. You further represent and warrant that in relation to the use of CSCs on the Crypto.com App or any of the Crypto.com App Services and/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 here**.**

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

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

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

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

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

(d) request a Digital Asset Conversion; and

(e) request a Cash to DA Conversion.

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

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

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

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

(d) request a Digital Asset Conversion; and

(e) request a Cash to DA Conversion.

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

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

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

5.6 You acknowledge and agree that your use of the Crypto.com App Services and/or Crypto.com Web Services is at all times subject to your compliance with these Terms and all other applicable terms.

6. YOUR DEVICE

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

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

(b) installing antivirus or other mobile security software on your Enabled Device to protect against any security or other vulnerabilities which may arise in connection with your use of the Crypto.com App

and/or Crypto.com Web in accordance with these Terms; and

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

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

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

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

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

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

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

(c) You also acknowledge that: (1) the transfer of any Digital Asset to an incorrect address (i.e. an address other than the correct address for your Digital Asset Wallet); or (2) the transfer of any type of Digital Asset that is not supported by the Digital Asset Wallet will result in the irreversible loss of such Digital Asset. We shall bear no liability for any such loss of Digital Assets.

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

(e) Crypto.com reserves the right to reject any transfer of Digital Asset to your Digital Asset Wallet. In such a scenario, the relevant Digital Asset will not be credited to your Digital Asset Wallet and Crypto.com will effect a transfer of the same amount of the relevant Digital Asset, less any applicable fees, back to the address from which it was sent.

7.2. Digital Asset Transfers

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

(b) Crypto.com processes all Digital Asset Transfers according to the Instructions received from you and does not guarantee the identity of any recipient. You should verify all transaction information prior to submitting Instructions for a Digital Asset Transfer to Crypto.com as the Digital Asset Transfer may not be cancelled or reversed once processed by Crypto.com unless Crypto.com decides at it sole discretion that the transaction should be cancelled 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 Digital Asset.

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

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

8. CASH TO DA CONVERSIONS

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

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

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

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

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

to time approve.

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

8.3. All Cash to DA Conversions are irreversible and final once you have provided the relevant Instructions and/or payments to Crypto.com and you may not change, withdraw or cancel the authorisation to us as applicable to complete any pending or partially completed transactions. We shall not be liable for any partially completed transactions 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 authorise us, in our sole discretion, either to cancel the transaction or to debit your other payment instruments, including balances on your Cash Account for any amount necessary to complete the transaction.

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

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

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

8A. **Purchase and Use of Gift Cards (NOT AVAILABLE TO UAE RESIDENTS)**

8A.1 Crypto.com partners with third party gift card providers ("**Gift Card Providers**") to offer gift cards, gift certificates, and other forms of prepaid access and stored value (each a "**Gift Card**") which you may purchase via the Crypto.com App. Prior to purchasing a Gift Card, please check and be aware of any expiry date, jurisdiction limitation and any disclaimers given by the issuer of the Gift Card ("**Gift Card Issuer**") or the Gift Card Providers. It is your responsibility to carefully read and observe all terms, conditions, and disclosures relating to your purchase and use of the Gift Card. Except where required by Applicable Laws, you acknowledge and agree that we are unable to refund the Gift Card under any circumstance that is not set forth herein. After you purchase a Gift Card, you will receive the redemption instructions via email at the email address that you last provided to us through appropriate channels and as evidenced in our records ("**Gift Card Redemption Instructions**"). You may then redeem the Gift Card in accordance with the Gift Card Redemption Instructions.

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

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

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

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

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

8B. **Purchase and Use of Mobile Airtime (NOT AVAILABLE TO UAE RESIDENTS)**

8B.1 Crypto.com offers a feature within the Crypto.com App that enables users to top up a pre- paid phone number by purchasing mobile airtime with specific types of Digital Assets ("Pay Airtime"). Prior to purchasing Pay Airtime, please check and be aware of the restrictions and/or limitations regarding the purchase and use of Pay Airtime. It is your sole responsibility to carefully read and observe all such restrictions and/or limitations. Without prejudice to any mandatory cancellation periods set out in the Applicable Law, we shall not be obliged to and will not offer any refund due to your negligence or oversight in observing any restrictions and/or limitations regarding the purchase or use of Pay Airtime. After you purchased Pay Airtime, you will receive a confirmation email to your registered email address in our records. The confirmation email acts as a record of the purchase and may include redemption instructions ("Pay Airtime Redemption Instructions") depending on your network operator. You may then redeem the Pay Airtime in accordance with the Pay Airtime Redemption Instructions.

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

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

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

8C. Crypto.com Pay

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

8C.2 If you pay for a purchase via Crypto.com Pay with CRO you may be entitled to 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 using Crypto.com Pay. This entitlement and the corresponding amount of Pay Rewards is contingent upon the merchant of record and the amount of CRO you have Locked up. Crypto.com reserves the right in its sole discretion not to process a payment for any reason, refuse to pay any Pay Rewards or add, remove or change the list of qualifying merchants.

8C.3 All refunds will be made in USDC, unless otherwise agreed or unless you elect to receive the refund in another Digital Asset. The exchange rate applicable to any refund shall be fixed as at the date of the refund.

8C.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 refunds, please contact us via live Crypto.com in-app chat or at https://chat.crypto.com/

8D. Trading Tools and API Integrations

8D.1 Use of Trading Tools

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

Trading Tools may include:

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

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

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

8D.2 Authorised Instructions

You agree that:

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

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

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

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

8D.3 API Keys and Credential Responsibility

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

(a) You are responsible for safeguarding such credentials;

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

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

8D.4 Trading Subaccounts and Scope of Authority

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

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

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

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

8D.5 Third-Party Infrastructure and Operational Risk

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

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

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

8D.6 Suspension and Risk Controls

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

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

8E. Crypto Basket

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

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

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

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

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

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

8E.5 If a new version of a Crypto Basket is released, subsequent purchases via the outdated Crypto Basket will be unavailable. Any subsequent purchases must be via the updated Crypto Basket.
8E.6 For more information on the different categories of Crypto Baskets please visit this FAQ page here.

No investment advice or asset management

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

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

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

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

Rebalancing

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

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

No active or passive management

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

8E.14 You acknowledge and agree that we do not provide active or discretionary portfolio management services when we perform Rebalancing. Our role is limited to executing automated, periodic Rebalancing based solely on the predetermined Weights of each Digital Asset within the Crypto Basket and your instructions pre-authorizing the transactions. We do not offer any personalized advice or take any actions aimed at optimizing the performance of any particular Crypto Basket.

8E.15 Your responsibility and risks

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

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

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

Recurring Buy

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

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

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

Custom Basket Builder

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

8E.20 An optional platform tool is available, allowing you to objectively filter Digital Asset selections based solely on criteria you specify, such as Digital Asset categories, ranges of market capitalization, transaction volume and price volatility, and intended holding period. Following filtering, you retain complete discretion and control to review, modify, confirm, and activate your Custom Basket. This feature is provided strictly for convenience and informational purposes and does not represent any recommendation, endorsement, or advisory service. You acknowledge and agree that you remain solely responsible for evaluating, selecting and configuring all Digital Assets in your Custom Basket and determining their suitability for you.

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

Stakeable Baskets

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

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

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

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

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

8F. Digital Asset Wrapping Service

8F.1 The Digital Asset Wrapping Service ("**DA Wrapping Service**") is a service facilitated by us, our

Affiliates and/or third-party service providers (the "**DA Wrapping Service Providers**") that gives eligible persons the option to make transfers of Digital Assets to and from external wallets on supported non-native protocols ("**Outbound Transfers**" and "**Inbound Transfers**" respectively) by directing Crypto.com to wrap, or unwrap to redeem, such Digital Assets into or out of a token that is compatible with such protocols. The wrapped tokens are referred to as "**WDA**".

8F.2 Digital Asset Wrapping Service:

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

8F.3 Unwrapping/Redemption of WDA.

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

event of a shortfall in the amount of the underlying Digital Asset custodied by or on behalf of us and/or the third-party service provider for the purposes of backing the WDA, our liability vis-a-vis any holder of WDA will be limited to such holder's pro rata share of the shortfall amount.

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

8F.5 We reserve the right to treat any version of supported WDA that has been re-wrapped or otherwise created by a third party (e.g., via a third-party wrapper or bridge to an unsupported network) ("**Third Party Wrapped WDA**") as an unsupported Digital Asset. That means that we may refuse or be unable to redeem any Third Party Wrapped WDA that is sent to your Digital Asset Wallet for the underlying Digital Asset, which may result in irreversible loss of such Third Party Wrapped WDA. Do not send Third Party Wrapped WDA to your Digital Asset Wallet.
8F.6 Risks. In addition, you understand, agree and accept the following risks associated with electing to use the DA Wrapping Service:

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

9. OTHER PROVISIONS APPLICABLE TO OUR SERVICES

9.1. Crypto.com reserves the right to, in its sole discretion, refuse to process or to cancel any pending request from you for any Digital Asset Transfer, Digital Asset Conversion or Cash to DA Conversion (each, a "**Transaction**"), including for purposes of compliance with Applicable Law.

9.2. Crypto.com securely stores Digital Assets private keys in our control in a combination of online and offline storage. As a result, it may be necessary for Crypto.com to retrieve this information from offline storage in order to facilitate a Transaction in accordance with your Instructions, which may delay the initiation or crediting of such Transaction for 48 hours or more. As a user of the Crypto.com App Services and/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 arising out of or related to such delay.

9.3. It is your sole responsibility to determine whether, and to what extent, any Taxes apply to any transactions associated with your receipt or transfer of Digital Assets, and/or to the Transactions you conduct, and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate tax

authorities. Your Transaction History is available through the Crypto.com App and Crypto.com Web. We are not obligated to, nor will we determine whether, and to what extent, Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

9.4. The loading of Digital Asset to your Digital Asset Wallet and/or any Transaction are subject to limits imposed by Crypto.com (as may be amended from time to time in Crypto.com's sole discretion). Such limits are set out in the “Fees & Limits” section in the Crypto.com App and Crypto.com Web but Crypto.com may, in its sole discretion, apply different limits to you specifically. We may also require you to submit additional information about yourself or any Transaction you have effected.

9A. **FORK**

9A.1 You agree and understand that the underlying protocols of the Digital Assets' networks are subject to changes (each a "**Fork**"), which are exogenous to Crypto.com and may result in more than one version of such network (each a "**Forked Network**"). You further agree and understand that Forks may materially affect the value, function, and/or name, and may result in loss of control or ownership, of the Digital Assets you hold in your Digital Asset Wallet.

9A.2. If a Fork occurs, it will result in the creation of a new Digital Asset (the “**New Forked Asset**”) related to an existing Digital Asset (the “**Prior Asset**”). You further understand, acknowledge and agree that each Fork may materially affect the value, function, and/or name, and may result in loss of control or ownership, of the Prior Asset that we hold in your Crypto.com account, and that the New Forked Asset and/or Prior Asset may have minimal or no value.

9A.3 Upon becoming aware of a Fork and to the extent that we have any rights or are able to take any action, in the event of a Fork, Crypto.com may, in our sole discretion, temporarily suspend or amend any Crypto.com App Services and/or Crypto.com Web Services or any Digital Assets for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. We may also determine, in our sole discretion, whether or not to support the Forked Network(s) and who should have ownership or receive New Forked Assets and/or benefits (if any). This could occur with potentially little or no warning and your ability to use the Services or Digital Assets may be limited and subject to the Fork. In the event that Crypto.com decides not to support any such Forked Network ("**Unsupported Forked Network**"), the New Forked Assets offered by such Unsupported Forked Networks will not be made available to you. Notwithstanding the foregoing, we may, in our sole discretion obtain and retain the New Forked Assets offered by such Unsupported Forked Network as property belonging solely to Crypto.com.

9A.4 You understand, acknowledge and agree that you have no right, claim or privilege in, or with respect to, any New Forked Asset. If we do not support a New Forked Asset, you may not be able to withdraw the New Forked Asset promptly or at all; you may not be able to trade the New Forked Asset on the Crypto.com App and/or Crypto.com Web or otherwise on our platform; and you may lose any value associated with such New Forked Asset.

9A.5 If we determine not to support a New Forked Asset, we may, in our sole discretion:

(i) obtain and retain the New Forked Asset as property belonging to us; or
(ii) make the New Forked Asset available to you on a one-time basis, based on your holding of the Prior Asset at the time of the Fork, subject to the withholding and retention by us of an amount reasonably

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

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

9A.6 You acknowledge the risks presented by Forks and hereby accept that we have no responsibility for any losses or damage arising as a result of an Unsupported Forked Network.

9A.7 WE HAVE NO CONTROL OVER, NOR DO WE HAVE THE ABILITY TO INFLUENCE, THE CREATION OR IMPLEMENTATION OF A FORK OR OF THE NEW FORKED ASSET. WE CAN PROVIDE NO ASSURANCES ABOUT THE SECURITY, FUNCTIONALITY OR SUPPLY OF ANY DIGITAL ASSET, INCLUDING BOTH THE NEW FORKED ASSET AND THE PRIOR ASSET. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE ASSUME NO LIABILITY RELATING TO ANY CHANGE IN THE VALUE OF ANY DIGITAL ASSET (WHETHER OR NOT RESULTING FROM A FORK). YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT A FORK COULD CONSTITUTE A FORCE MAJEURE EVENT BEYOND OUR REASONABLE CONTROL, WHICH COULD AFFECT THE VALUE OF YOUR DIGITAL ASSETS, AND THAT CRYPTO.COM DOES NOT ASSUME ANY LIABILITY FOR LOSSES RESULTING FROM SUCH EVENTS.

9B. **ACCOUNT PROTECTION PROGRAM**

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

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

9B.3 You must satisfy all conditions imposed by us under the Terms and as further clarified in the FAQs, as may be updated from time to time, in order to be eligible for consideration for APP Relief.

9B.4 To assess your eligibility for APP Relief, we may request for relevant information and documents from you or any other third party sources.

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

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

9B.7 If we determine that you should obtain APP Relief under this section, we may calculate your APP Relief as follows, subject to the upper limit set out in clause 9B.8: In the case of a Transaction which is an

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

9B.8 The APP Relief is:

(a) in the case of Digital Assets, a maximum of USD 250,000 calculated at our discretion by reference to the USD price of those Digital Assets, either:

(i) as of the date of the Unauthorised Transaction; or

(ii) as at the date that APP Relief is disbursed.

(b) in the case of Cash, a maximum of either:

(i) USD 250,000 if USD was the currency subject to the Unauthorised Transaction or transfer; or

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

9B.9 You hereby agree and acknowledge that we maintain the full right and discretion to: (a) provide APP Relief in such type and form as we deem fit, including by way of any currency, legal tender or medium of exchange; (b) consider and determine the applicable conversion rates with reference to real-time market rates; and (c) amend the terms of as well as suspend or terminate the availability of APP Relief without prior notice to you, including but not limited to an event where APP Relief becomes subject to any prohibitions or restrictions arising from Applicable Law.

9B.10 You hereby acknowledge and agree that our determination under Clause 9B.4 is full and final, and shall not enliven any process of appeal or further contest. You furthermore undertake and represent that you waive all claims whatsoever against us and/or our Affiliates upon accepting any full or partial APP Relief, regardless of whether any future recoveries are made due to our efforts to recover relevant funds and/or Digital Assets.

9C. **AIRDROPS**

9C.1 In the event of an Airdrop, Crypto.com may temporarily suspend any Crypto.com App Services and/or Crypto.com Web Services or any Digital Assets for an extended period of time (with or without advance notice to you) until we have determined that such functionality can be restored. This could occur with potentially little or no warning and your ability to use the Services or Digital Assets may be limited and subject to the Airdrop.

9C.2 Upon becoming aware of an Airdrop and to the extent that we have any rights or are able to take any action, we may in our sole discretion determine whether to credit any Digital Assets and/or benefits received by us to a Crypto.com account or participate in an Airdrop, and upon what terms to do so, such decision regarding the Digital Assets and/or benefits remains with us at all times. We will not be liable to you for failure to credit any Digital Asset and/or benefits to you or participate in any Airdrop. If we do not support an Airdrop, we may claim such Airdrop and any Digital Asset and/or benefits in relation to it, for

our own benefit (unless it is unavoidable or impractical to avoid based on the means of distribution). Where due to an Airdrop, any airdropped Digital Assets and/or benefits in respect of any Digital Assets have been received by you directly, we may claim such airdropped Digital Assets and/or benefits from you and you agree to return such airdropped Digital Assets and/or benefits to us. You further agree that any Digital Assets and/or benefits in relation to an Airdrop does not create or represent any relationship between us and the sender and/or the related Digital Asset network, and that we are not subject to any obligations whatsoever as they relate to the sender and/or the related Digital Asset network.

10. FEES

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

10.2. 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.

10.3 Crypto.com will issue a payment notice to you for any Fees or amount that you owe us, including but not limited to any amount owed to us as a result of us exercising our rights under Clauses 2.2(b) or (c). If such amount is not repaid within 14 days from the date of notification, you confirm and authorise Crypto.com to recover such amount from any of your accounts with Crypto.com by debiting any assets in those accounts.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. You acknowledge and agree that:

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

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

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

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

12. CONDUCT

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

(a) use the Crypto.com App and/or Crypto.com Web to conduct electronic spamming or otherwise

distribute any unsolicited or unauthorised advertising, promotional or marketing material, junk mail or chain letters;

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

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

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

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

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

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

(h) take any action that imposes an unreasonable or disproportionately large burden or load on the Crypto.com infrastructure (including, but without limitation to our servers, networks, data centres and related or like equipment) or detrimentally interfere with, intercept or expropriate any system, data or information belonging to other users of the Services;

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

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

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

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

13. DATA PROTECTION

13.1. By using the Crypto.com App Services and/or Crypto.com Web Services, you confirm that you have read,understood and accepted our Privacy Notice and understand how we collect, use, disclose and share

amongst ourselves your Personal Data and disclose such Personal Data to our authorised service providers and relevant third parties. We will only share your Personal Data in order to facilitate and administer your use of the Crypto.com App Services and/or Crypto.com Web Services or otherwise if required by Applicable Law or any of our counterparty who are controllers of your data. Such a data controller will manage and protect your personal data in accordance with all Applicable Law including but limited to data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Notice, which is accessible at https://crypto.com/privacy/uae.

13.2. We reserve the right at any time to satisfy our internal requirement as to your Personal Data (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or anti-money laundering and counter-terrorist financing purposes. We will either seek your consent expressly or deem your consent to be provided by conduct in accepting the terms set out in these Terms, for the purposes of obtaining any of your Personal Data from any entity of the Crypto.com group with which you may have signed other agreements and provided identical Personal Data to in the course of obtaining other products and services from such entity. You understand and accept that this may involve a transfer of your Personal Data across jurisdictions (which may have different standards or applicable laws in relation to personal data collection, use, disclosure, transfer, access and/or editing). If you are not comfortable with this, please do not accept these Terms.

14. ELECTRONIC COMMUNICATIONS

14.1. You shall accept full responsibility for the security and authenticity of all Instructions sent via the Crypto.com App and/or 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/or Crypto.com Web are yours. We shall be under no obligation whatsoever to verify that such Instructions are in fact yours.

14.2. You are aware that Instructions and information transmitted via the Crypto.com App and/or Crypto.com Web are generally transmitted via the Internet and may be routed via public, transnational installations which are not specifically protected. We cannot guarantee that the Instructions and information so transmitted will in fact be completely protected against such unauthorised access, and you accept these associated risks.

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

14.4. You agree without prejudice to any of these Terms, that, to the extent there are any terms in your local jurisdiction governing the time and place of despatch 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 and/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, unauthorised interceptions by third parties or duplicates.

14.5. You acknowledge and agree that in the event of any dispute arising in connection with your use of the Crypto.com App Services and/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 and/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 Law as it relates to evidentiary law, rules and/or regulations.

15. LIMITATION OF SERVICES / TERMINATION / ACCOUNT CLOSURE

15.1. Subject to Applicable Law, Crypto.com may at any time and without liability to you, terminate, suspend, or limit your use of the Crypto.com App Services and/or Crypto.com Web Services (including but not limited to freezing the Digital Assets in your account or freezing or closing your Digital Asset Wallet, refusing to process any transaction, or wholly or partially reversing, cancelling or voiding any Transactions that have been effected) for any reason, including (but not limited to): (a) in the event of any breach by you of these Terms 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, terrorist 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;
(f) in Crypto.com's opinion that an order or Transaction has been executed based on an aberrant value; or (g) in Crypto.com's opinion, you are intentionally abusing the Crypto.com Services and products, or engaging in actions to defame, abuse, harass, stalk, threaten or otherwise violate any of the rights of Crypto.com and/or it's employees

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

15.3. You shall not be entitled to any payment, compensation or damages from us in relation to any suspension, reversal or termination of your use of the Crypto.com App Services and/or Crypto.com Web Services for any reason whatsoever. Any limitation, suspension or termination of your use of the Crypto.com App Services and/or Crypto.com Web Services for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such limitation, suspension or termination, has already accrued.

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

15.5. If you wish to suspend or terminate your access to and use of any of the Crypto.com App Services and/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, including as necessary for verifying your identity and the authenticity of the instructions received, 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.

15.5A 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 Lock up or any amount due to Crypto.com, you agree that Crypto.com shall not be obliged to process such closure request until

all such obligations, activities or commitments have been discharged or expired.

15.6. If you have a remaining balance in your account which has been suspended or closed, you are entitled to recover such Digital Assets from your Digital Asset Wallet and Cash from your Cash Account unless we are prohibited by law or a court order to release such Digital Assets or Cash, respectively, or where we have reasonable grounds to suspect that such Digital Assets or Cash 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 via live Crypto.com in-app chat or at https://chat.crypto.com/.

15.7 Subject to Applicable Law, we may at any time and with appropriate notice to you (i) set off any amount we owe you against any amount that you owe us; or (ii) recover any amount you owe us (in either case, whether or not the obligation is matured or contingent and irrespective of the currency, asset or place of payment). Any amounts that are so set off will be discharged promptly and in all respects.

16. CUSTOMER FEEDBACK, QUERIES, AND COMPLAINTS

16.1. If you have any feedback, questions or complaints, please contact us via live Crypto.com in-app chat or at https://chat.crypto.com/ or through our live chat available on the Crypto.com App. Whilst we strive to respond to you as soon as possible, for more complicated issues, it may take us up to 45 days to resolve and get back to you. You accept and agree that we shall not be responsible for any loss and damage incurred during such period.

17. LIMITATION OF LIABILITY

17.1. 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 LAW, WE DISCLAIM ALL OTHER 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 (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICE OR ANY GOODS PROVIDED INCIDENTAL TO THE CRYPTO.COM APP SERVICES AND/OR CRYPTO.COM WEB SERVICES PROVIDED UNDER THESE TERMS. ADDITIONALLY, CRYPTO.COM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WHILE CRYPTO.COM ATTEMPTS TO MAKE YOUR USE OF THE SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OUR LIABILITY IN RESPECT OF REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED IS LIMITED, AT OUR OPTION, TO ANY ONE OF:

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

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

17.2.NOTWITHSTANDING ANYTHING IN THESE TERMS, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR ANY OF OUR REPRESENTATIVES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGE

OR CLAIMS:

(i) 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);

(ii) ARISING FROM OR IN CONNECTION WITH:

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

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

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

(D) USE OF YOUR ENABLED DEVICE AND THE CRYPTO.COM APP SERVICES AND/OR CRYPTO.COM WEB SERVICES BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORISED BY YOU;

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

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

(iii) DUE TO COMPLIANCE WITH APPLICABLE LAWS AND/OR COURT ORDERS;

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

(v) RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORISED ACCESS OR USE OF THE SERVICES, YOUR ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN.

17.3. 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 SERVICES DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

17.4. Subject to Applicable Law, we shall not be liable for fault on the part of any third party service providers instructed by us. In such cases, our liability shall be limited to using reasonable care in the selection, appointment and instruction of such third party service providers (but not of any sub-contractor or other third party such third party service provider may use).

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

17.6.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 AND/OR CRYPTO.COM WEB SERVICES CANNOT AND MAY NOT AFFECT ANY OTHER USERS.

18. INDEMNIFICATION

18.1. You agree to indemnify and hold Crypto.com and its third party service providers, and each of their officers, directors, agents, joint venture entities, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (a) your breach of any of these Terms; (b) your use of the Crypto.com App, Crypto.com Web, the Crypto.com App Services and/or Crypto.com Web Services; and (c) your violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party.

19. AMENDMENT AND VARIATION

19.1. These Terms may from time to time be updated or amended. We will post any such updates on the Crypto.com App or Site and an alert notification will be sent to you. Such updated Terms as posted will take effect [immediately] unless otherwise indicated. You should regularly check the Crypto.com App and Site to inform yourself of any such changes. In addition, we may at any time change, add or remove any feature or functionality of the Crypto.com App and/or Crypto.com Web without prior notice by posting the revised version on the Crypo.com App and if the revision is material, Crypto.com will make a notice of such on the Website or otherwise notify you. By continuing to use the Crypto.com App, Crypto.com Web, the Crypto.com App Services and/or Crypto.com Web Services after any such changes have taken effect, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated Crypto.com App and/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, Crypto.com Web, the Crypto.com App Services and/or Crypto.com Web Services immediately.

20. TRANSFER, ASSIGNMENT OR DELEGATION

20.1. These Terms, and any rights and obligations and licences granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned or delegated by you to any third-party without our written consent, but may be transferred, assigned or delegated by us without notice and restriction, 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/or Crypto.com Web Services. Any attempted transfer or assignment in violation hereof shall be null and void.

21. SEVERABILITY

21.1. If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability 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.

22. ENTIRE AGREEMENT / TRANSLATION

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

22.2. These Terms are concluded in the English language and all communications including any notices or information being transmitted shall be in English. In the event that these Terms or any part of it is translated (for any proceedings, for your convenience or otherwise) into any other language, the English language text of these Terms shall prevail (except where expressly prohibited by law).

23. WAIVER

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

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

24. NOTICES AND COMMUNICATIONS

24.1. By using the Crypto.com App Services and/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 and/or Crypto.com Web Services electronically: (a) via email (in each case to the address that you provide), SMS message, or telephone call (in each case to the phone number that you provide), or (b) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You will always be given the option to unsubscribe from receiving any marketing material from us.

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

25. THIRD PARTY RIGHTS

25.1. Other than any entities within the Crypto.com group, a person who is not a party in these Terms has no right to enforce any of these Terms.

26. GOVERNING LAW AND JURISDICTION

26.1 These Terms are governed by and shall be construed in accordance with the substantive law of Dubai, United Arab Emirates, without regard to any choice or conflict of laws rules.

26.2 Any dispute, controversy or claim, whether contractual or non-contractual, arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, or any other issue which shall arise in virtue of these Terms, shall be referred to and finally settled by arbitration administered in the Dubai International Arbitration Centre ("DIAC") accordance with the DIAC Rules for the time being in force. Any arbitration commenced pursuant to this Clause shall take place in the English

language. The number of arbitrators shall be one, to be appointed by agreement between the parties to the proceedings. Failing such agreement within fourteen (14) days from the due notification of a written request to concur in the appointment of the arbitrators, appointment shall take place by the Chairman of the DIAC.

ADDENDUM 1 – Level Up Program Terms and Conditions

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

1. General Provisions

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

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

1.3. **Definitions.**

a. "**Cardholder**" means a Crypto.com App user who is a holder and user of the Crypto.com Visa/Mastercard Card.
b. "**CRO**" means the native token of the Cronos POS chain.
c. "**Level Up Tier**" means the different Level Up Program tiers, each such tier requiring the User to lock up or stake a corresponding specified amount of CRO, or pay the corresponding subscription fee, to be eligible, which will determine the corresponding benefits that User may receive at our sole discretion.

d. "**POS**" means Proof of Stake consensus mechanism.
e. "**Program FAQs**" means the Level Up FAQs available here as may be updated from time to time.
f. "**Staking Service**" means the online service that gives eligible User the option to engage in POS consensus mechanisms on the Supported Blockchain to secure the applicable network, by validating transactions propagated over the network.
g. "**Supported Blockchain Network**" means the Cronos POS chain.

2. Program Participation.

2.1. **Level Up Lock Up**. Program participation via Level Up Lockup is available for customers who live in territories where the Staking Service is unavailable. To participate in the Program via Level Up Lockup, you agree to lock up the specified amount of CRO for the specified amount of time and meet certain eligibility criteria as set forth in the Level Up Lockup FAQ pages available in the Program FAQs.

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

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

2.2.2. **Level Up Staking Rewards.** We may, at our sole discretion, provide you with our approximated projection ("**Estimated APR**") of the actual Validation Rewards you may be entitled to if the Staking Providers successfully validate a block of transactions in respect of your staked CRO, less a fee payable for the provision of the Crypto.com Visa/Mastercard Card Services (and the Level Up Benefits corresponding to the applicable Level Up Tier, other than the Level Up Staking Rewards) ("**Level Up Staking Rewards**"), as expressly set

out in the Program FAQs and which may be updated from time to time. Following the receipt of Validation Reward from the Supported Blockchain Network, if any, we shall (dependent on the Supported Blockchain Network and the terms of our agreement with any Staking Provider) facilitate the distribution of the Level Up Staking Rewards to you. You understand that the Estimated APR provided by us is purely an estimation of the Level Up Staking Rewards and is in no way a guarantee or confirmation that you will actually receive such Level Up Staking Rewards or such amount of Level Up Staking Rewards. You acknowledge that the Estimated APR and Level Up Staking Rewards, including the timing and frequency of Level Up Staking Rewards, may change over time and is dependent on the Supported Blockchain Network and the fee we may charge for providing you with the Services with respect to the Crypto.com Visa/Mastercard Card and the Level Up Benefits, which is subject to change in our sole discretion. WE, OUR AFFILIATES, AND/OR THE STAKING PROVIDERS, DO NOT GUARANTEE THAT YOU WILL RECEIVE ANY LEVEL UP STAKING REWARDS, OR THE ESTIMATED APR. YOU ACKNOWLEDGE AND AGREE THAT WE, OUR AFFILIATES AND/OR THE STAKING PROVIDERS, ARE NOT LIABLE FOR ANY FAILURE BY THE SUPPORTED BLOCKCHAIN NETWORK OR OTHER THIRD PARTY IN DISBURSING ANY LEVEL UP STAKING REWARD.

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

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

2.2.5. **Governance and Voting.** The underlying protocol of the Supported Blockchain Network may offer stakers the ability to vote on matters related to the governance of protocol-level issues. You agree that Staking Providers have no obligation to support any governance or voting in respect of your Staked CROs, and further that in certain cases, Staking Providers

may vote on your behalf e.g. where Staking Providers or the applicable protocol does not support delegated voting.

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

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

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

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

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

expenses not specifically listed above as part of the Level Up Benefit are solely the User's responsibility.

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

ADDENDUM 2 – Crypto.com Rips Terms and Conditions

PLEASE MAKE SURE YOU FULLY READ AND UNDERSTAND THESE TERMS AND KEEP THEM FOR FUTURE REFERENCE. THESE TERMS INCLUDE A WAIVER OF YOUR RIGHT TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS AND AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION ON AN INDIVIDUAL BASIS. PLEASE REFER TO SECTION 14 FOR ADDITIONAL DETAILS.

1. Introduction

These Terms and Conditions ("**Terms**") apply to your use of Crypto.com Rips ("**Rips**", as defined below) which are made available through the Crypto.com mobile application (the "**App**") and the Crypto.com web-based software application (the "**Site**," collectively with the App, the "**Platform**"), each as provided by the Crypto.com entity that provides the Platform to you in your jurisdiction (the "**App Provider**"). Your access to and use of the Platform is subject to the Crypto.com App and Web terms and conditions applicable in your jurisdiction between you and the App Provider (the "**Platform Terms**"), which you must separately accept in order to access the Platform. In the event of any conflict between these Terms and the Platform Terms, the Platform Terms shall control with respect to your use of the Platform generally, and these Terms shall control with respect to Rips specifically.

The Services (as defined in Section 2 below) expressly exclude certain products and services (the "**Third-Party Services**") provided by third-party service providers (the "**Third-Party Service Providers**"). **WE DO NOT PROVIDE ANY OF THE UNDERLYING THIRD-PARTY SERVICES.** Third-Party Services are subject to their own terms, and we are not responsible for them. You must apply for and be approved to access the Third-Party Services by the Third-Party Service Providers, at their sole discretion. Your creation of an account to use our Services does not guarantee access to the Third-Party Services.

These Terms form an agreement between you and Foris, Inc. (the "**Company**," together with its affiliates, "**Foris**," "**we**," or "**our**," as the context dictates), which is the provider of the Services, and they include important provisions for resolving disputes through arbitration. You and we are collectively the "**Parties**" and each a "**Party**".

Our Privacy Policy explains how we collect and use personal information and can be found at: https://crypto.com/privacy/global.

By accessing or using any of our Services, you agree to be bound by these Terms, the Platform Terms and our Privacy Policy, and you confirm that you have fully read and understood them, including the risks described in them, before using any Services. If you do not agree to any of them, you must not access or use the Services. These Terms supersede and replace all prior terms and conditions, agreements, understandings and communications, whether written or oral, relating to your use of the Services. We may amend, supplement, replace or remove any part of these Terms from time to time without further notice subject to applicable laws. You are responsible for regularly reviewing these Terms. The version in effect when you access or use the Services governs that access and use, including every order, transaction, position and instruction you place, enter into or keep open after the change takes effect, and replaces all earlier versions. By continuing to access or use the Services after a change takes effect, you accept the change. If you do not agree to any change, you must stop accessing and using the Services immediately.

Withdrawal of proceeds from accepted Buyback Offers (as defined below) is facilitated through a fiat currency account made available within the App by the Crypto.com entity that provides such account to

you in your jurisdiction, which may be different from the App Provider (such account, a "**Cash Account**", and such entity, the "**Cash Account Provider**"), subject to the terms and conditions set forth in Section 5 below and any terms and conditions specified by the Cash Account Provider. **You acknowledge and agree that if you do not hold a Cash Account, the proceeds of any accepted Buyback Offer cannot be transferred to you.**

2. Overview

In certain jurisdictions, you may purchase physical trading cards owned by third-party(ies). To purchase these physical trading cards, (i) the Company must receive the purchase price from you and (ii) you must digitally open a digital representation of a physical trading card (referred to as a "**Rip**") via the Platform or take no action within forty-eight (48) hours or the duration otherwise specified in the App. The Rip itself is not a digital good. You may sell the physical trading card back to the vendor, which is Phygitals, Inc. (together with its subsidiaries and affiliates, "**Phygitals**") or Collector Crypt Corp. (together with its subsidiaries and affiliates, "**Collector Crypt**") at the price offered by Phygitals or Collector Crypt (each a "**Vendor**" and collectively "**Vendors**"), as applicable. The price offered by the Vendor will be displayed on the Platform and you may accept or reject the offer via the Platform. The Buyback Offer and associated Buyback Value (each as defined below) are determined by the Vendor in its sole discretion. It is not an offer made by the Company. The Company's facilitation of Rips and related services as described in these Terms are collectively referred to as the "**Services**."

Rips are offered by the Company as part of the Services and the physical trading cards are offered by the Vendors. Each Vendor is the merchant of the physical trading cards. Each Vendor maintains storage of the physical trading cards, and is responsible for authentication, grading verification, Buyback Offers (as defined below) and shipping of the physical trading cards should you choose to have a physical trading card you purchase shipped to your designated address.

You acknowledge that each Vendor is independent from the Company and that by using the Services, you must accept and abide by these Terms and accept and abide by each Vendor's terms of service with respect to the physical trading card supplied by that Vendor. Phygitals' Terms of Service are available at Phygitals Terms of Service. Collector Crypt's Terms are available at Collector Crypt Terms of Service. You must accept each of these terms of service as a condition of using the Services to purchase a physical trading card from the Vendors or selling a physical trading card back to the applicable Vendor. In the event of any conflict between the Vendors' respective Terms of Service and these Terms, these Terms shall control.

RIPS ARE NOT FINANCIAL INSTRUMENTS OF ANY KIND, INCLUDING PAYMENT INSTRUMENTS, PREPAID ACCESS, AND STORED VALUE, DERIVATIVES, NOR SECURITIES. RIPS AND THE PHYSICAL TRADING CARDS ARE NOT SUBJECT TO REGULATION BY FEDERAL OR STATE SECURITIES OR FINANCIAL SERVICES REGULATORS.

YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE TO USE CDC RIPS, OR SUCH HIGHER MINIMUM AGE AS MAY BE REQUIRED IN YOUR JURISDICTION OF RESIDENCE.

3. Availability; Taxes

The Company may, in its sole discretion, elect to make Rips available only in certain jurisdictions, and may expand, restrict, suspend, terminate, or discontinue such availability in any jurisdiction and to any

individual at any time without notice. Purchases of physical trading cards via Rips may be subject to applicable sales, value added, goods and services or similar taxes. The Company may collect and remit sales tax, value added tax, use taxes, and any other taxes where required by applicable law; however, you are solely responsible for determining and fulfilling any tax obligations arising from your use of Rips and the purchase, shipment, and/or sale of physical trading cards through the Services. All purchases and acceptances of Buyback Offers (as defined in Section 5) shall be deemed for all purposes to occur at the location of the storage facility where the applicable physical trading card is held by the applicable Vendor or its service provider.

4. Purchase; Randomized Contents; No Guarantee of Value

Each Rip represents the opportunity to receive a randomly selected physical trading card corresponding to a physical card owned and held in custody by the Vendors, determined by a random number generator ("**RNG**") algorithm deployed by the Vendors at the time of opening. The odds of obtaining any particular physical trading card are disclosed through the applicable Vendor's provable fairness system, which allows you to independently verify that each card selection was randomly determined according to the stated odds.

You acknowledge and agree that:

(a) Rips contents are randomized — the specific physical trading cards you receive are not predetermined or guaranteed and are subject to the Vendors' provable fairness system;

(b) the value of the physical trading cards received may be more or less than the purchase price paid via the Services;

(c) past results, including the physical trading cards received by other users, do not guarantee or predict future results;

(d) purchasing a physical trading card through Rips involves an inherent element of chance regarding the specific items received; and

(e) title to purchased physical trading card transfers from the applicable Vendor to you at such Vendor's warehouse location unless you designate a specific, legitimate shipping address at the point of sale.

Odds Disclosure. Information about the odds, rarity tiers, and drop rate ranges for a physical trading card represented by a Rip is available through the applicable Vendor's provable fairness documentation. Odds may vary by Rips type and are determined at the time of purchase. Any changes to odds or composition of physical trading cards available will be disclosed prior to becoming effective.

Neither the Company nor the Vendor guarantees any particular outcome in connection with the odds, contents, and redemption rights associated with each Rip. You acknowledge that odds, contents, and redemption rights are not determined, guaranteed, or provided by the Company.

DISCLAIMER OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE RANDOMIZED SELECTION OF PHYSICAL TRADING CARDS VIA RIPS, INCLUDING BUT NOT LIMITED TO LIABILITY FOR ANY LOSS OF VALUE,

DAMAGE TO, OR LOSS OF DIGITAL OR PHYSICAL GOODS ASSOCIATED WITH RIPS. THIS DISCLAIMER SUPPLEMENTS AND DOES NOT LIMIT THE DISCLAIMERS SET FORTH IN THESE TERMS.

The physical trading cards themselves are produced by third-parties and may contain protected trademarks, copyrights, and other intellectual property. The producers of the physical trading cards are not parties to your purchase or a Buyback Offer (as defined in Section 5). Participation in the Services does not confer any rights or license to use those third-parties' protected intellectual property, trademarks, copyrights, or brands.

From time to time and in its sole discretion, the Company may purchase physical trading cards from the Vendors or other third parties and transfer one or more cards to you for free ("**Promotional Rips**"). Eligibility and conditions to receive physical trading cards for free, the nature and quality of the card, and the number of cards made available to any individual or in aggregate, among other factors, are in the Company's sole discretion. You are not entitled to nor have any rights to receive a free physical trading card. Past offers are not binding on future offers and do not represent any promise, guarantee, or indication that the Company will give away physical trading cards in the future or upon the same terms as prior giveaways. The Company makes no representations about the value or quality of the physical trading cards given to you for free nor the ability to re-sell such cards. Storage and re-sells are subject to Section 5 and shipping is subject to Section 6. By digitally opening the Promotional Rip in the App and completing any conditions otherwise specified by the Company, title of the physical trading card passes to you. If you do not digitally open the Promotional Rips within the time specified in the App, the Company reserves the right to rescind the Promotional Rip. Accepted Promotional Rips are subject to the Buyback Offer as defined in Section 5; however, you will be deemed to accept the Buyback Offer if you do not ship the physical trading card within twelve (12) hours or the time period otherwise specified in the App. All such cards are subject to these Terms, including Sections 3-7.

5. Storage; Buyback Offer

Storage. Once you open a Rip, the physical trading card you receive will be shown on the Platform. Upon the Company receiving the payment and you opening the Rip, title to the physical trading card passes to you. If your payment is received but you do not open the Rip for seventy-two (72) hours or as otherwise specified in the App, you will be deemed to have tacitly opened the Rip and the Company will open the Rip and credit it to your account. After the purchase, the physical trading cards are held in custody by the applicable Vendor on your behalf. You may store a physical trading card for a maximum of forty-eight (48) hours or as otherwise specified in the App after the date of purchase, twelve (12) hours after opening in the case of a Promotional Rip or as otherwise specified in the App (each, the applicable "**Storage Period**"). During the applicable Storage Period, you may elect via the Platform to (i) request shipment of the card or (ii) accept a Buyback Offer (as described below). If you do not request shipment or accept a Buyback Offer within the applicable Storage Period, you will be deemed to have voluntarily accepted the then-available Buyback Offer for the physical trading card.

Buyback Offer. After you open a Rip, you may be presented a time-limited offer from the Vendor to repurchase the physical trading card at the applicable buyback rate displayed at the time of the offer (a "**Buyback Offer**") via the Platform. Buyback Offers vary based on the value of the physical trading card and are determined by the Vendor based on its own pricing methodology. Buyback Offers expire automatically after the applicable offer window closes, as displayed at the time of the offer; expired Buyback Offers cannot be reinstated. Acceptance of a Buyback Offer, whether express or deemed pursuant to the expiration of the applicable Storage Period, is voluntary and constitutes a separate transaction. It is not a

refund or reversal of your purchase. By accepting a Buyback Offer (whether expressly or by deemed acceptance pursuant to the expiration of the applicable Storage Period), you are selling the applicable physical trading card to the Vendor, and all right, title, and interest in such physical trading card shall transfer from you to the Vendor upon payment by the Company, on the Vendors' behalf, of the applicable Buyback Value. For the avoidance of doubt, the Company facilitates and funds Buyback payments as authorized by the Vendor but does not itself operate, administer, or sponsor any buy-back, return, or repurchase program; all Buyback Offers are made solely by the Vendor. You acknowledge and understand that: (a) the Buyback Offer is a feature offered at the Vendors' discretion and may be suspended, modified, or discontinued at any time without notice; (b) the price offered pursuant to a Buyback Offer (the "**Buyback Value**") is determined by the Vendor based on its own pricing methodology and may differ materially from the fair market value of the physical trading card, any third-party appraisal or grading-service valuation, or any price at which the same or a comparable physical trading card may be available for purchase or sale on secondary markets or other platforms; (c) there is no guarantee that any physical trading card will have a Buyback Offer or that the Buyback Value will equal or exceed the purchase price paid via the Services; (d) neither the Company nor the Vendors make any representation that the Buyback Value reflects the actual, intrinsic or realizable value of any card; and (e) the existence of a Buyback Offer should not be relied upon as an assurance of value of a physical trading card or return on any Rip purchase. You expressly waive any claim against the Company and the Vendor arising from a difference between the Buyback Value and any other valuation of the physical trading card.

If you accept a Buyback Offer, the proceeds of the sale will be credited to you. To withdraw the proceeds, you must open a Cash Account provided by the Cash Account Provider. You expressly agree that the proceeds of a Buyback Offer will be available for withdrawal exclusively via the Cash Account. The opening of such an account is solely at the discretion of the Cash Account Provider and is subject to the Cash Account Provider's know-your-customer and identity verification requirements. If you do not open a Cash Account, or if you are denied such an account, you are not entitled to a refund. Neither the Company nor the Cash Account Provider shall have any liability to you arising from your inability or failure to open a Cash Account. You acknowledge that the opening of a Cash Account constitutes a separate contractual relationship between you and the Cash Account Provider, and the Company is not a party to that relationship.

6. Shipping

You may request via the Platform that a physical trading card in your account be shipped to you, subject to identity verification and any other requirements described in these Terms or communicated by the Company. Shipping is available to eligible addresses subject to each Vendor's Terms of Service. In order to ship a physical trading card to you, you must provide to the Vendor, via the Services, the specific shipping address. The address must be a valid address and all necessary elements of a complete address must be provided. If you do not provide a specific shipping address, the physical trading card shall remain in the third-party custody facility designated by the Vendor or its service provider, and the transaction shall be deemed for all purposes to have occurred at the location of such facility.

To ship a physical trading card, your access to the Services must not be restricted or terminated. Once a physical trading card has been handed to the carrier for shipment, neither the Company nor the Vendors shall have any liability for any loss, damage, or delay occurring during transit, including any loss or damage caused by the carrier, customs, or any other third party. Risk of loss passes to you upon delivery of the card to the carrier.

7. Returns and Refunds

All purchases via the Services are final. Once the Company receives the payment proceeds and you open a Rip, the transaction cannot be reversed, and dissatisfaction with the randomized outcome is not grounds for a refund. The Company may, in its sole discretion, issue a refund or credit in the event of: (a) a verified technical malfunction during the purchase or opening process that prevented the proper delivery of randomized contents; (b) unauthorized transactions reported within thirty (30) days in accordance with the Company's fraud reporting procedures; or (c) other circumstances that the Company determines, in its sole discretion, warrant an exception. Refund requests must be submitted within thirty (30) days of the transaction date.

8. Disclaimers; Limitations of Liability

Without limiting the disclaimers and limitations set forth in these Terms, you acknowledge and agree that:

(A) THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE VALUE, AUTHENTICITY, QUALITY, CONDITION, RARITY, OR MARKETABILITY OF ANY CARD OBTAINED THROUGH A RIP. ALL CARDS ARE PROVIDED "AS IS" AND "AS AVAILABLE." (B) IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO RIPS EXCEED THE TOTAL AMOUNT YOU PAID VIA THE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. (C) THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO RIPS, INCLUDING LOST PROFITS, LOSS OF DATA, DIMINUTION IN VALUE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. (D) THE COMPANY SHALL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS OF THE VENDOR, THE APP PROVIDER OR THE CASH ACCOUNT PROVIDER IN CONNECTION WITH THEIR RESPECTIVE SERVICES, INCLUDING ANY LOSS, DAMAGE, OR DELAY IN CONNECTION WITH CARD STORAGE, AUTHENTICATION, SHIPPING, OR THE PROCESSING OF BUYBACK PROCEEDS, EXCEPT TO THE EXTENT CAUSED BY THE COMPANY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. Risk Disclosure

The following risk disclosures apply to your purchase, holding, and redemption of physical trading cards via Rips. This is not an exhaustive list of risks; there may be other risks associated with Rips that are not described below.

(a) **Volatility**. The value of physical trading cards is determined by market demand and supply. Accordingly, these commodities may experience price volatility (the value of a card can be extremely volatile and may drop to zero); liquidity risks (there is no guarantee that there will be an active market for any card at a given time, and you may not be able to sell your card when you want to or at a price you consider fair); regulatory uncertainty (changes in laws or regulations may adversely affect the value or utility of your card); and loss of access (you are responsible for the security of your account and any associated credentials, and loss of access may result in loss of access to your card or its value).

(b) **Platform and Technical Risks**. Rips depend on technology operated by the Company, the App Provider, the Cash Account Provider and the Vendor, each of which involves technical risks, including: software bugs (the platforms and systems used to operate Rips may contain defects or errors that could compromise security or functionality); network risk (to the extent any blockchain

network is used in connection with Rips, the Company is not responsible for the operation of that network); vendor dependency (Rips rely on the App Provider, the Cash Account Provider and other service providers); and counterparty risk (your counterparty is the Vendor who is also responsible for custody, authentication, and fulfillment, so failures or interruptions in these services may affect your ability to use Rips).

(c) **Risks of Randomized Goods**. Purchasing a physical trading card via Rips involves a randomized goods mechanic. The value of the card you receive is not guaranteed and may be less than the purchase price. The distribution of cards is based on disclosed probabilities; receiving a high-value card is rare. You should review the disclosed odds before purchasing. Rip purchases should be for entertainment and collection purposes only, not as an investment strategy. Rips are not a security, derivative, or any type of financial instrument. The Company does not offer or solicit investments in any form through Rips.

(d) **Vault and Physical Asset Risks**. Physical cards are held in custody by the Vendor in professional vaults on your behalf, but risks remain, including: damage or loss (there is a risk of damage, loss, or theft of physical items); no government insurance (Rips and the physical cards are not insured by any governmental agency); limits of private insurance (the Vendors and their vault partners maintain insurance, but such insurance may not cover the entirety or any of the value of lost, damaged, or stolen cards); authentication errors (grading and authentication are performed by third-party grading services such as PSA, BGS, SGC, and CGC, and the Company does not guarantee the accuracy of their assessments); shipping risks (redeeming physical cards involves shipping risks, and neither the Company nor the Vendor shall have any liability for loss, damage, or delay after a card has been handed to the carrier); and value/oracle risk (card value data is provided "as is" from third-party sources, and inaccurate, delayed, or manipulated card value data could affect the value credited to you).

(e) **Withdrawal and Account Risks.** Withdrawal of Buyback Offer proceeds requires a Cash Account provided by the Cash Account Provider, which is subject to the Cash Account Provider's know-your-customer requirements and approval at the Cash Account Provider's sole discretion. There is no guarantee that you will be approved for a Cash Account. If you are unable to open a Cash Account, your ability to withdraw Buyback Offer proceeds may be limited or unavailable, and you will not be entitled to a refund of the underlying Rip purchase price. You should not purchase a Rip with the expectation of being able to withdraw Buyback Offer proceeds unless you have already been approved for, or are confident you can obtain, a Cash Account.

If you have questions about the risks described in this Section 9, contact the Company via live Crypto.com in-app chat or at https://chat.crypto.com/.

10. User Eligibility and Representations

(a) **Eligibility**. The Services are available to you only if you meet all of the following eligibility criteria (the "**Eligibility Criteria**"):

(i) You are at least eighteen (18) years of age or such higher age of majority or minimum age as is required in your jurisdiction of residence.

(ii) You are not a resident of or located in, and do not attempt to access the Services from, a "Prohibited Jurisdiction". The Prohibited Jurisdictions may be updated from time to time at our sole discretion and currently include without limitation: (i) Cuba, (ii) Iran, (iii) North

Korea, (iv) Russia, (v) Syria, (vi) the regions of Crimea, Donetsk, and Luhansk in Ukraine, and (vii) any jurisdiction subject to United States government sanctions and embargo programs as maintained and updated from time to time by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, the United Kingdom, or the United Nations Security Council.

(iii) You are not listed on any sanctioned, denied persons, or blocked persons list, including OFAC's Specially Designated Nationals and Blocked Persons List ("SDN List"), the U.S. Commerce Department's Denied Persons List or HM Treasury's Consolidated List of Financial Sanctions Targets.

(iv) You are not owned or controlled by, or acting on behalf of, any person or entity described in clauses (ii) or (iii).

(v) You register for an account in accordance with the registration instructions and requirements, and your registration is approved.

(vi) You are not in breach of any part of these Terms.

If you do not meet each and all of the Eligibility Criteria, then immediately discontinue using our Services. Each time you access and use the Services, you are affirming that you meet and continue to meet all of the Eligibility Criteria.

(b) **User Representations**. By using the Services, you represent and warrant that:

(i) all registration information you submit to us and the Third-Party Service Providers are true, accurate, current, and complete;

(ii) you will maintain the accuracy of such information and promptly update such registration information as necessary;

(iii) you have the legal capacity to agree to these Terms and you agree to comply with these Terms;

(iv) you meet all the Eligibility Criteria;

(v) you will not access the Services or any of the underlying Third-Party Services through automated or non-human means, whether through a bot, script, or otherwise;

(vi) you will not use the Services or any of the underlying Third-Party Services for any illegal, fraudulent, or unauthorized purpose or otherwise engage in any Prohibited Activities (as defined below); and

(vii) your use of the Services and the underlying Third-Party Services will not violate any applicable laws.

You are solely responsible for determining whether your access to and use of the Services, including any Third-Party Services, complies with all laws and regulations applicable in your jurisdiction. This includes understanding and complying with any applicable laws regarding digital assets, collectibles, financial services, consumer protection, and tax obligations.

11. Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available. You may not access or use the underlying Third-Party Services in any manner that violates their terms of use, as determined by the Third-Party Service Providers in their sole discretion. Specifically, you agree not to (and shall not authorize, allow, permit, assist, or aid any other party to):

(a) perform illegal, unlawful or immoral activities under, or otherwise violate, any applicable law (including but not limited to money laundering, terrorism financing, and/or fraudulent activities);
(b) deposit with any Third-Party Service Provider any funds or assets that are, directly or indirectly, derived from or form part of the proceeds of any criminal, fraudulent, or unlawful activity;
(c) interfere with or disrupt the Services or Third-Party Services, including circumventing or disabling any applicable usage limits, safeguards, or security measures;
(d) systematically retrieve data or other content from the Services or Third-Party Services to create or compile, directly or indirectly, a collection, compilation, database, or directory for any purpose;
(e) trick, defraud, or mislead us or others, including in any attempt to learn sensitive account information such as user account credentials;
(f) disparage, tarnish, or otherwise harm, in our opinion, us, the Services, the Third-Party Services, and/or the Third-Party Service Providers;
(g) make improper use of our support services or submit false reports;
(h) violate or breach obligations to third parties;
(i) engage in unauthorized framing of or linking to the Services or Third-Party Services;
(j) upload, transmit, or distribute (or attempt to do so) any virus, Trojan horse, malware, or other material that interferes with any party's uninterrupted use and enjoyment of the Services or Third-Party Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services or Third-Party Services;
(k) engage in any automated use of the Services or Third-Party Services, such as using scripts, bots, data mining tools, or similar data gathering and extraction tools;
(l) delete any disclaimer or copyright or other proprietary rights notice posted anywhere within the Services or Third-Party Services;
(m) interfere with, disrupt, or create an undue burden on the Services or Third-Party Services or their underlying or supporting network, system, security, and/or other infrastructure;
(n) harass, annoy, intimidate, bully, or threaten any of our or any of the Third-Party Service Providers' employees or agents;
(o) copy or adapt the Services' or Third-Party Services' software, including but not limited to their code;
(p) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services or Third-Party Services;
(q) any other activity that we may deem to be prohibited in our sole discretion;
(r) create, control, or coordinate more than one Rips account or set of credentials, or coordinate across Rips and the Vendor's accounts or credentials, to obtain Rips, promotional credits, or odds outside the terms on which they are offered;
(s) use a virtual private network ("**VPN**") or similar tool to misrepresent your location in order to purchase a physical trading card via Rips or ship a physical trading card;
(t) exploit any known error, bug, or data-synchronization issue to obtain a Rip, physical trading card, or credit to which you would not otherwise be entitled;
(u) represent, advertise, or promote any Rips, or any physical trading card obtained via Rips, as an investment product, security, derivative, or financial instrument, or represent that any Rip or physical trading card has a guaranteed financial return;
(v) create, operate, or facilitate any secondary marketplace for the resale or trading of the physical trading cards obtained via Rips outside of the Platform, without the Company's prior written consent;
(w) engage in wash trading, spoofing, self-dealing, market manipulation, or any other deceptive, abusive, or manipulative practice in connection with Rips; or
(x) purchase Rips on behalf of, or provide access to Rips to, any individual under the age of eighteen

(18) (or such higher minimum age as may be required in your jurisdiction of residence).

If the Company determines, in its reasonable discretion, that you have engaged in any of the foregoing, the Company may suspend, restrict, or terminate your access to Rips and to the Services, in addition to any other remedies available under the Terms or at law.

12. Privacy and Personal Data

(a) **Privacy Notice**. These Terms incorporate by reference, as though they were fully restated herein, the provisions of the following terms and policies: (i) our privacy notices, accessible at https://crypto.com/privacy/global (collectively the "**Privacy Notice**"), as they may be amended from time to time, and (ii) our cookies policy accessible at the Cookie Preference banner on the Platform, as it may be amended from time to time. By using the Platform and/or Services, you confirm that you have read and understood the 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 Platform and Services is subject to your continuing agreement to the Privacy Notice.

(b) **Additional Acknowledgements**. Without limiting anything in the Privacy Notice or in these Terms, you represent, warrant, acknowledge, and agree that:

(i) 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;

(ii) 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;

(iii) any personal data that you disclose in connection with the Platform and 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;

(iv) 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; and

(v) you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to us and/or our service providers for the duration of your business relationship with us, solely to help us and/or our service providers identify you or your wireless device and to prevent fraud (see the Privacy Notice for how we treat your data).

(c) Without limiting the foregoing, you acknowledge that the Company may share personal information you provide in connection with your purchase and use of Rips, including, without limitation, your name, shipping address, and transaction history, with the Vendor, the App Provider and the Cash Account Provider to the extent necessary for each to perform its respective obligations in connection with these Terms, including card storage, authentication, shipping, and the processing of Buyback Offer proceeds. Each of the App Provider's, the Cash Account Provider's and the Vendor's collection and use of your personal information is governed by their respective privacy policies available at Phygitals Terms of Service, Collector Crypt Terms of Service and the privacy notices referred to in the Platform Terms and the terms and conditions of the Cash Account Provider.

13. Indemnification

You agree to indemnify and hold the Company and the 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 claim or demand (including attorneys' 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 violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party; and (d) any inaccuracy or omission in any of your representations, warranties, and certifications at any time.

14. Dispute Resolution; Binding Arbitration; Class Waiver.

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

(a) **No Representative Actions; Class Waiver**. You and the Company agree that any dispute, including but not limited to disputes arising out of or related to these Terms or our Services is personal to you and the Company and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

(b) **Arbitration of Disputes**. Except for small claims disputes in which you or the Company seeks to bring an individual action in small claims court located in the county of your residence, as determined by the records maintained by the Company for your account, or disputes in which you or the Company seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and the Company waive your rights to a jury trial and to have any dispute resolved in court. This agreement to arbitrate disputes includes, but is not limited to, any and all claims for relief and theories of liability between you and the Company, whether based in contract, tort, fraud, negligence, regulation, or ordinance; claims for relief under any state or federal statutes, including, but not limited to, the federal and any state analogs of the Telephone Consumer Protection Act, the Fair Credit Reporting Act, Fair and Accurate Credit Transactions Act, and other statutes, including state and federal statutes relating to the collection of personal and/or biometric data; claims for common law fraud, misrepresentation, or any other legal or equitable theory arising out of your relationship with the Company, and/or any interactions between you and the Company. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

(c) **Notice Requirement**. For any dispute or claim that you have against the Company or relating in any way to the Services, you may either proceed directly to arbitration, or you may first contact the Company and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to Foris, Inc. by email at contact@crypto.com or by certified mail addressed to 110 N College Ave., Suite 500, Tyler, Texas 75702. If you elect to pursue pre-arbitration resolution through the Notice option, the Notice must (a) include your name, residence address, email

address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. The Company shall also have the option, but not the requirement, to pursue informal pre-arbitration resolution with you through the Notice process set forth herein. Our notice to you, as and if applicable, will be similar in form to that described above. If you and the Company cannot reach an agreement to resolve the claim through the Notice process, or if you or the Company decide to immediately proceed to arbitration without pursuing pre-arbitration resolution through the Notice process, then either party may submit the dispute to binding arbitration administered by JAMS, or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator, unless they qualify for different treatment pursuant to Section 14.5 below. Arbitration proceedings will either be held in Miami-Dade County, Florida, or may be conducted telephonically or via video conference, if you agree. For disputes alleging damages less than $30,000, the dispute will be decided on the basis of the parties' written submissions and no final hearing or in person proceedings will be required absent the consent of both parties. With respect to the disputes of $30,000 or more, JAMS shall designate an arbitrator who maintains his or her primary residence in the State of Florida. The most recent version of the JAMS Comprehensive Arbitration Rules & Procedures (the "JAMS Rules") are available on the JAMS website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

(d) **Mass Arbitration**. To the extent that multiple arbitrations are filed against the Company and qualify as "Mass Arbitrations" pursuant to the JAMS Mass Arbitration Procedures and Guidelines, then such rules shall apply to the arbitration proceeding(s).

(e) **Statute of Limitations**. You and the Company agree that any claim or cause of action arising out of or related to the Services or these Terms must be filed within one (1) year after the action, omission, event or occurrence giving rise to the claim, regardless of the form of action. Any claim or cause of action not filed within such one-year period shall be permanently barred. This limitation applies to the fullest extent permitted by applicable law and shall survive termination of these Terms.

(f) **Loss Recovery**. For purposes of any loss recovery act, statute or claim, including any claim created by state or federal statute for the recovery of putative gambling losses by you, your successors or third parties, you agree that: (a) any losses incurred by you in connection with the Services regardless of their characterization, are not "gambling losses" and do not give rise to any right of recovery under any applicable loss recovery statute or common law doctrine; (b) you expressly waive any and all rights to pursue a claim under any such loss recovery theory, including statutory claims for the recovery of gambling losses, to the maximum extent permitted by applicable law; and (c) this waiver and release is a material term of these Terms, and the Company would not make the Services available to you without it.

(g) **Applicability of the Federal Arbitration Act and Delegation Provision**. You and the Company agree that these Terms affect interstate commerce and that the enforceability of this Section 14 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "**FAA**"), to the maximum extent permitted by applicable law. You and the Company clearly and unmistakably agree that the arbitrator shall have the power to rule on his or her own jurisdiction, the existence, scope, validity, and arbitrability of these Terms, and which rules to

apply in the arbitration pursuant to the provisions in this Section 14. This delegation provision shall be deemed a contract entered into under the laws of the State of Florida and will be governed by the laws of the State of Florida together with the Federal Arbitration Act.

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

(i) **Attorneys' Fees and Costs**. The parties shall bear their own attorneys' fees in arbitration unless the arbitrator finds that either the substance of the dispute or the relief sought in the request was frivolous or was brought for an improper purpose (as measured by the standards set forth by Florida law). If you or the Company need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable attorneys' fees incurred in securing an order compelling arbitration.

(j) **Fees; Appellate and Enforcement Jurisdiction**. You and the Company agree that for any individual arbitration you initiate, you will pay the filing fee and the Company will pay the remaining JAMS fees and costs, unless otherwise stated. For any Mass Arbitration (see Section 14.5), the parties' respective responsibilities for JAMS fees and costs shall be determined pursuant to the JAMS Mass Arbitration Procedures and Guidelines. You and we agree to work together in good faith to ensure that arbitration remains efficient and cost-effective for all parties. The arbitrator shall have the authority to award sanctions against parties and their counsel consistent with the standard set forth in Federal Rule of Civil Procedure 11, or as otherwise may be permitted under JAMS Rule 29. You and we agree that, if the amount in controversy exceeds $250,000, any party may elect to appeal an arbitration award pursuant to the JAMS Optional Arbitration Appeal Procedure then in effect. If a party elects to appeal an arbitration award, the appeal shall be heard by a panel of three neutral arbitrators selected in accordance with the JAMS Optional Arbitration Appeal Procedure. The appellate panel shall apply the same standard of review that the first-level appellate court would apply to an appeal from the trial court decision. The decision of the appellate panel shall constitute the final arbitration award for purposes of judicial enforcement. You and the Company agree that the state or federal courts of the State of Florida and the United States sitting in Miami-Dade County, Florida have exclusive jurisdiction over any appeals and the enforcement of an arbitration award that is not subject to elective appeal pursuant to the JAMS Optional Arbitration Procedure as set forth above.

(k) **Governing Law in Arbitration Proceeding**. The arbitrator shall apply the law of the State of Florida to all substantive issues in the dispute; provided, however, that in the event that the law of the State of Florida shall be deemed unenforceable due to the law of the state in which the user resides, the arbitrator shall apply the law of the state in which the user resides. Notwithstanding anything herein to the contrary, the arbitrator shall apply the laws of the State of Florida and the FAA to interpret and enforce these Terms to arbitrate disputes and each of its provisions, including

with regard to any issues over acceptance of these Terms to arbitrate disputes. Judgment on the award rendered may be entered by any court of competent jurisdiction.

(l) **Right to Opt Out of Binding Arbitration**. You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted these Terms by sending a written opt-out notice via certified mail to 110 N College Ave., Suite 500, Tyler, Texas 75702. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with the applicable terms of this Section 14.

(m) **Arbitrator Appointment**. Any arbitrator appointed under this Section 14 will be selected by the parties from JAMS's roster of arbitrators. You and we agree that the arbitrator shall be appointed in accordance with JAMS's strike and rank process set forth in Rule 15 of the JAMS Rules.

(n) **Severability**. If any portion of this Section 14 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 Section 14 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 14; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 14 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 Section 14 will be enforceable.

(o) **Application of Terms to Disputes**. Notwithstanding anything to the contrary in these Terms, and to the extent not prohibited by law, this Section 14 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 Services.

15. General / Miscellaneous Provisions.

(a) **Amendment and Variation**. These Terms may from time to time be updated or amended. We will post any such updates on the Platform. Such updated Terms as posted will take effect immediately unless otherwise indicated, but will not apply retroactively. You should regularly check the Platform to inform yourself of any such changes. In addition, we may at any time change, add, or remove any feature or functionality of the Services. By continuing to use the Services after any such change, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated Platform. If you do not agree with any such change or amendments, your sole and exclusive remedy is to terminate your use of the Services and close your account.

(b) **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 affiliates of the Company, or to any successor in interest of any business associated with the Services. Any attempted transfer or assignment in violation hereof shall be null

and void.

(c) **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.

(d) **Entire Agreement; Translation**. These Terms, including all the addenda hereto, which are incorporated herein by reference, constitute the entire agreement between the parties with regard to its subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, whether oral or in writing, express or implied. You acknowledge that in agreeing to these Terms you do not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms. These Terms are set forth in the English language and all communications including any notices or information being transmitted shall be in English. In the event that these Terms or any part of it is translated (for any proceedings, for your convenience, or otherwise) into any other language, the English language text of these Terms shall prevail.

(e) **Waiver**. These Terms shall not be waived in whole or in part except where agreed by all parties in writing. 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.

(f) **Notices & Communications**. By using the Services, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the 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 Platform. 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. Notices to us should be sent electronically to our support system via live Crypto.com in-app chat or at https://chat.crypto.com/.

(g) **Third-Party Beneficiaries and Rights**. Other than affiliates of the Company and except as expressly provided below, a person who is not a party to these Terms has no right to enforce any of these Terms. The Vendors are each an intended third-party beneficiary of Section 5 (Storage; Buyback Offer) and shall have the right to enforce the provisions thereof directly against you, including the transfer of title to physical trading cards upon acceptance of a Buyback Offer. 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.

(h) **Governing Law & Venue**. Any dispute arising from these Terms or your use of the Services, whether brought in arbitration, small claims, or in a state or federal court, will be governed by and construed and enforced in accordance with the laws of the State of Florida except to the extent

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

16. Acknowledgment and Acceptance

By completing a purchase of a physical trading card via Rips, you acknowledge and agree that: (a) you have read, understood, and agreed to be bound by these Terms, including the Risk Disclosure set forth in Section 9 above; (b) you understand the randomized nature of physical trading cards purchased via Rips and the risks associated with purchasing, holding, shipping, and re-selling a physical trading card; (c) you are purchasing physical trading cards via Rips for entertainment and collection purposes and not as an investment; (d) you have had the opportunity to seek independent legal and financial advice before purchasing; and (e) withdrawal of Buyback Offer proceeds requires a Cash Account provided by the Cash Account Provider, approval of which is at the Cash Account Provider's sole discretion and subject to applicable know-your-customer and identity verification requirements.

By completing a purchase, you also agree to the Phygitals Terms of Service available at Phygitals Terms of Service and the Collector Crypt Terms of Service available at Collector Crypt Terms of Service with respect to the applicable physical trading cards. In case of any conflict between the Phygitals Terms of Service and these Terms, these Terms shall control. In case of any conflict between the Collector Crypt Terms of Service and these Terms, these Terms shall control.