

CRYPTO.COM APP U.S. TERMS & CONDITIONS

Last Update: 5 January 2022

1. INTRODUCTION

1.1. The Crypto.com App Services (described below) are provided to you by Foris DAX, Inc., a Delaware corporation and registered money services business (together with its affiliates, "**Crypto.com**").

1.2. These terms and conditions ("**Terms**" or "**T&Cs**"), as well as any attached country annexes or product schedules (together "**Annex**") (if any), will apply to your use of the Crypto.com App Services. 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 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 <https://crypto.com/us/privacy> ("**Privacy Notice**"); and (ii) our cookies policy accessible at the Cookie Preference 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:

"**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;

"**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;

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

"**CRO**" means the Crypto.org coin;

"**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**" or "**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;

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

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

"**CSCs**" means the stable coins offered by Crypto.com for use on the Crypto.com App;

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

"**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);

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

"**Erroneous Top-up Instruction(s)**" shall have the meaning ascribed to the term in Clause 7.1A(h);

"**Erroneous Withdrawal Instruction(s)**" shall have the meaning ascribed to the term in Clause 7.1B(g);

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

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

"**Fiat Top-up**" shall have the meaning ascribed to the term in Clause 7.1A(a);

"**Fiat Top-up Fees**" shall have the meaning ascribed to the term in Clause 7.1A(d);

"**Fiat Wallet**" means one of the wallets in the Crypto.com App which holds fiat funds topped-up through bank transfer in accordance with Clause 7.1A;

"Fiat Withdrawal" has the meaning given to it in Clause 7.1B(a);

"Fiat Withdrawal Fees" has the meaning given to it in Clause 7.1B(d);

"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, labor 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;

"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) referable to you;

"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;

"Payment Service Partners" has the meaning given to it in Clause 7.1A(b);

"Permitted Bank Account" has the meaning given to it in Clause 7.1A(a);

"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;

"**Site**" means the website at www.crypto.com/us/ and all related components;

"**Stake**" or "**Staking**" means the holding of any Digital Assets 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 "**Terms and Conditions**" or "**T&Cs**" shall have the meaning ascribed to the term in Clause 1.2;

"**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 or the Crypto.com App or Site generally;

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

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

"**Withdrawal Bank Account**" has the meaning given to it in Clause 7.1B(b);

"**you/your**" means, the individual who is the user of the Services.

2. THE SERVICES

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

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

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

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

(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 address ("**Digital Asset Transfer**");

(e) any incentive program(s) (including but not limited to any kind of reward, cashback, Staking or referral programs) that may be launched or offered via the Crypto.com App or the Site from time to time;

(f) Purchase and use of gift cards;

(g) Purchase and use of mobile airtime; and

(h) 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, Inc. via the Crypto.com App, such services and products are governed by separate sets of T&Cs.

2.2. 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;

(b) decline, suspend, cancel, reverse, void or partially execute any Fiat 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 programs regardless of your entitlement.

2.3. We reserve the right to suspend, restrict or terminate your access to any or all of our Services and to deactivate your account, 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 unauthorized manner;

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

(f) upon reasonable suspicion that you are conducting any fraudulent or illegal activities, including but not limited to any Ponzi scheme, pyramid scheme, phishing or dark-net transactions; 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 as determined in our sole discretion. We are under no obligation to execute any suspended, reversed or terminated transactions at the same price or on the same terms.

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. 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. RISKS OF USING DIGITAL ASSETS

3.1. 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 Asset transfers to and from external wallet address, that are in a pending state will be designated accordingly, and the relevant Digital Asset will not be included in your Digital Asset Wallet or be available to conduct transactions.

3.2. 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 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.

3.3. 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 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 were delayed, suspended, or interrupted for any reason.

3.4. We do not provide investment advice and any content on the Crypto.com App and Site or other communication channels should not be considered as a substitute for tailored investment advice. 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.

3.5. Neither your Digital Asset Wallet nor Fiat Wallet is a depository account. Funds stored in your Digital Asset Wallet and Fiat Wallet do not earn any interest and are not protected by any government-backed depositor compensation, insurance or guarantee scheme, unless otherwise expressly stated.

4. **ONBOARDING**

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

(a) you are at least eighteen (18) years of age;

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

(c) you are not a 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;

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

(f) you are not currently registered as a user of the Crypto.com App 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 prohibit you from doing so in accordance with these Terms;

(k) 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;

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

(m) 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 where permitted by Applicable Law, Crypto.com shall not be responsible for the translation of any non-English documents and shall not be obliged to process or review any documents that are not in the English language.

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, including to identify or authenticate your identity, validate your funding sources or transactions, verify your source(s) of income and/or wealth, among other requests. This may include, without limiting the generality of the foregoing, requiring further information that will allow us to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your information against third-party databases or through other sources.

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 or your account, and/or to change the eligibility criteria for registration or use of the Crypto.com App Services at any time.

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

4.6. You hereby represent and warrant that any and all information provided to us, our Affiliates or any of our third-party service providers, is always complete, accurate and up to date in all respects and that in the event that such information ceases to be complete, accurate and up-to-date, you shall provide us, our Affiliates and third-party service providers with 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. 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. You undertake to indemnify us and our Affiliates for any and all losses incurred as a result of your failure to provide complete, accurate and up to date information at any point prior to and following termination of our Services.

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

4.8. Notwithstanding any Terms hereunder or your successful completion of the signing up process in accordance with Clause 4.2 above, certain types of users are specifically prohibited from using certain features within the Crypto.com App 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, 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**

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 Fiat to DA Conversion.

5.2. Subject to your continuing compliance with these Terms, we grant to you a limited, non-transferable, non-exclusive licence to use the Crypto.com App 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 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 shall be governed by such license terms to the extent only of any inconsistency between these Terms and those license terms.

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

5.4. You acknowledge and agree that your use of the Crypto.com App Services 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, 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 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 in accordance with these Terms; and

(c) installing updates and patches for the Crypto.com App 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 for maintaining adequate security and control of your login and authentication details (including, but not limited to, your username and password), and shall likewise be solely responsible for any access to and use of the Crypto.com App and the 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 unauthorized way, you shall notify us of the loss or theft, or unauthorized access or use, by emailing us at contact@crypto.com. In addition, where your Enabled Device has been accessed or used in an unauthorized manner, you should, as soon as possible, reset the login and authentication details on your Enabled Device.

7. **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.

(b) You acknowledge and agree that it is your responsibility to ensure that: (i) the correct address for your Digital Asset Wallet (as reflected on the Crypto.com App) 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 and Digital Wallet address will be transferred to your Digital Asset Wallet.

(c) You also acknowledge that: (i) 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 (ii) 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 or other value.

(d) Excluding erroneous transfers, 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) 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.

7.1A. **Top-ups to Your Fiat Wallet**

(a) You may top-up your Fiat Wallet by instructing a bank transfer (cash and/or third-party deposits are not accepted), in any of the supported fiat currencies available in the Crypto.com App ("**Fiat Top-up**") if you have an active account with a credit or financial institution located in a reputable jurisdiction and authorized to execute fiat transfers as supported by us ("**Permitted Bank Account**"), by following the instructions and providing the relevant information set out in the Crypto.com App. If the bank account you provide us with under this Clause is not a Permitted Bank Account, your transfer instruction will be deemed an Erroneous Top-up Instruction and subject to paragraph (h) below.

(b) Our Fiat Top-up service may be either provided directly by us, our Affiliate, or by our licensed third-party payment partners ("**Payment Service Partners**"). By sending us a Fiat Top-up instruction through the Crypto.com App, you agree and authorize us, our Affiliate, or our Payment Service Partners, to the extent applicable, to handle and process your Fiat Top-up instructions and hold such funds in segregated customer funds account(s) in accordance with Applicable Law.

(c) You shall only make a Fiat Top-up if you are the registered beneficial owner of both the bank account you instruct the payment from and your Crypto.com account. We do not accept or support any Fiat Top-up instructions made by any third parties and any such instructions will be deemed Erroneous Top-up Instructions and will be subject to paragraph (h) below. If you are the registered beneficial owner of both the bank account

you use with us and your Crypto.com account, but the registered account names are inconsistent for whatever reason, we may require you to provide additional ownership proof prior to the completion of the Fiat Top-Up and such process will cause delay to the Fiat Top-up.

(d) Fiat Top-ups are subject to our prescribed fees and limits as referenced in the "Fees & Limits" section on the Crypto.com App. Any fees chargeable by your bank and/or their intermediary banks relating to the Fiat Top-up, including but not limited to any administration or currency conversion fees, intermediary bank processing fees, your bank and recipient bank's processing fees ("**Fiat Top-up Fees**") shall be borne by you entirely.

(e) Upon confirmation by us or our Payment Services Partners that your Fiat Top-up instruction has been effected and upon receipt and successful identification of the respective deposit, we will credit the corresponding value of the funds less any Fiat Top-up Fees to your Fiat Wallet. You should allow up to 5 business days for the funds to reach your Fiat Wallet.

(f) Any funds in your Fiat Wallet shall only be used for (i) purchasing of Digital Asset(s) on the Crypto.com App; (ii) funding of your Crypto.com Visa Card; or (iii) withdrawing such funds to your verified personal bank account through the Crypto.com App. No Fiat Wallet transfers to other customers (peer-to-peer) or accounts will be accepted or processed.

(g) All Fiat Top-ups are not reversible or refundable, unless we determine, at our absolute discretion that it is in our interest to do so. In addition, we may, at our absolute discretion, reverse, cancel, void or refuse to process any Fiat Top-up instructions.

(h) Without prejudicing our rights to claim further damages from you, you shall immediately indemnify us for any loss and damage and expenses arising from any mistaken, erroneous or fraudulent Fiat Top-up Instructions (which may include depositing to a wrong recipient bank account, transactions made from or to a non-Permitted Bank Account or from or to a non-supported payment scheme, or transfers exceeding our prescribed limits) given by you or sent from your account (collectively "**Erroneous Top-up Instruction(s)**"). The erroneous or fraudulent nature of your instruction shall be determined by us based on reasonable evidences. You further agree that if we are required to return any fund to its origin due to any Erroneous Top-up Instructions; (i) we are entitled to charge an administration fee of an amount up to \$100 per return; (ii) any fees incurred from such return shall be borne by you entirely; (iii) you shall reimburse us such fees immediately upon our request; and (iv) funds will only be remitted to the bank account from which such funds were originally received.

(i) No cash deposits are accepted by Crypto.com.

7.1B. Withdrawals from Your Fiat Wallet

(a) You may withdraw supported fiat currencies (as available on the Crypto.com App) by instructing a bank transfer, ("**Fiat Withdrawal**"), from your Fiat Wallet to a verified Permitted Bank Account, meaning a Permitted Bank Account from which you have previously made a successful deposit, by following the available instructions and providing the relevant information as requested in the Crypto.com App.

(b) Our Fiat Withdrawal service is provided by us, our Affiliates, or a Payment Service Partner. By sending us a Fiat Withdrawal instruction through the Crypto.com App, you agree and authorize us, our Affiliates, and our Payment Service Partners (as applicable) to handle and process your Fiat Withdrawal instructions and transfer your withdrawn funds to the bank account provided by you ("**Withdrawal Bank Account**").

(c) You shall only make a Fiat Withdrawal if you are the registered beneficial owner of both the Withdrawal Bank Account and your Crypto.com account. We do not accept or support any Fiat Withdrawal instructions made by any third parties and any such instructions will be deemed an Erroneous Withdrawal Instruction and subject to paragraph (g) below. If you are the registered beneficial owner of both the Withdrawal Bank Account and your Crypto.com account, but the registered names are inconsistent for whatever reason, we may require you to provide additional proof of ownership prior to the completion of the Fiat Withdrawal and such process will cause delay to the Fiat Withdrawal.

(d) We do not charge any fees for Fiat Withdrawals, however, any fees chargeable by your bank and any intermediary banks relating to the Fiat Withdrawal, including but not limited to any administration or currency conversion fees, intermediary banks processing fees, and recipient bank's processing fees ("**Fiat Withdrawal Fees**") shall be borne by you entirely.

(e) Upon confirmation by the Payment Services Partners that your Fiat Withdrawal instruction has been accepted and your withdrawal has been executed, you should allow up to 5 business days for the transfer to reach your designated Withdrawal Bank Account.

(f) All Fiat Withdrawals are not reversible or refundable, unless we determine, at our absolute discretion that it is in our interest to do so. In addition, we may, at our absolute discretion, reverse, cancel, void or refuse to process any Fiat Withdrawals.

(g) Without prejudicing our rights to claim further damages from you, you shall immediately indemnify us for any loss and damage and expenses arising from any mistaken, erroneous or fraudulent Fiat Withdrawal instructions (which may include depositing to a wrong recipient bank account, transactions pertinent to unauthorized or fraudulent transfers previously effected within the Crypto.com App, transactions made from or to a non-Permitted Bank Account, transfers made to a closed or blocked bank account, any transferred amounts that exceed our prescribed limits) given by you or sent from your account (collectively "**Erroneous Withdrawal Instruction(s)**"). The erroneous or fraudulent nature of your instruction shall be determined by us based on reasonable evidences.

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

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

8. **FIAT TO DA CONVERSIONS**

8.1. When effecting a Fiat 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 Fiat to DA Conversion to be effected, you may effect a payment to Crypto.com via:

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

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

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

8.3. All Fiat 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 authorization to us, as applicable, to complete any pending or partially completed transactions. We shall not be liable for any partially completed transactions or delays in the processing of your instructions. If your payment is not successful or if your payment instrument has insufficient funds, you authorize us, in our sole discretion, either to cancel the transaction or to debit your other payment instruments, including balances on your Fiat Wallet for any amount necessary to complete the transaction.

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

8.5. You shall be responsible for any fees charged by your bank or card issuer(s) (including 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 card issuers may treat the purchasing of Digital Assets with credit card as cash advance which may incur a high fee or interest rate. If you are in doubt, please check with your bank or credit card issuer prior to the purchasing of any Digital Assets.

8.6. All sales involving a Fiat to DA Conversion transaction are final.

8A. Purchase and Use of Gift Cards

8A.1 Crypto.com partners with third-party gift card providers ("**Gift Card Providers**") to offer gift cards, gift certificates, and other forms of prepaid access and stored value (each a "**Gift Card**") which you may purchase via the Crypto.com App. Prior to purchasing a Gift Card, please check and be aware of any expiry date, jurisdiction limitation and any disclaimers given by the issuer of the Gift Card ("**Gift Card Issuer**") or the Gift Card Providers. It is your responsibility to carefully read and observe all terms, conditions, and disclosures relating to your purchase and use of the Gift Card. Except where required by Applicable Laws, we are unable to refund a 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 United States, we shall not be obliged to and will not refund to you the purchase value of the Gift Card. Please be aware that certain Gift Cards may only be redeemed within specified jurisdictions.

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

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

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

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

8B. Purchase and Use of Mobile Airtime

8B.1 Crypto.com offers a feature within the Crypto.com App that enables users to top up a prepaid phone number by purchasing mobile airtime with certain Digital Assets ("**Pay Airtime**"). Prior to purchasing Pay Airtime, please check and be aware of the restrictions and/or limitations regarding the purchase and use of Pay Airtime. It is your sole responsibility to carefully read and observe all such restrictions and/or limitations, we shall not be obliged to and will not offer any refund due to your negligence or oversight in observing any restrictions and/or limitations regarding the purchase or use of Pay Airtime. After you purchase Pay Airtime, you will receive a confirmation email at your last known 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 and 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, 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 registered merchants with the supported 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. This entitlement and the corresponding amount of Pay Rewards may be contingent upon the merchant of record and the amount of CRO you have staked. Crypto.com reserves the right to not process a payment for any reason, refuse to pay any Pay Rewards or add, remove or change the list of qualifying merchants.

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

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 refund, please contact us at us at contact@crypto.com.

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 Fiat to DA Conversion (each, a "**Transaction**"), including for purposes of compliance with Applicable Law.

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

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. 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 with or without notice from time to time in Crypto.com's sole discretion). Such limits are set out in the Crypto.com App 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 (including any person associated with you and your activities), provide records of, and arrange for meetings with Crypto.com staff to discuss your loading of Digital Asset to your Digital Asset Wallet 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 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 of the Digital Assets you hold on the Crypto.com App.

9A.2 In the event of a Fork, Crypto.com may temporarily suspend any Crypto.com App Services (with or without advance notice to you) and we may determine, in our sole discretion, whether or not to support the Forked Network(s). In the event that Crypto.com decides not to support any such Forked Network ("**Unsupported Forked Network**"), the Digital Assets offered by such Unsupported Forked Network will not be made available to you. Notwithstanding the foregoing, we may, in our sole discretion and subject to Applicable Law, obtain and retain the Digital Assets offered by such Unsupported Forked Network as property belonging solely to Crypto.com.

9A.3 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.

10. **FEES**

10.1. Your use of the Crypto.com App 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 may be amended 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 any amount owed to us as a result of us exercising our rights under these Terms. If such amount is not repaid within 7 calendar days from the date of notification, you confirm and authorize Crypto.com to recover such amount from your other accounts

with Crypto.com by debiting any assets in those accounts or otherwise setting off against amounts owed to you.

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 in the Crypto.com App 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, the Crypto.com App, and the Site are either owned by us or licensed to us by third party licensors;
- (c) other than the license expressly granted by you in these Terms, no other rights are granted to you in respect of either the Trademarks, the Crypto.com App, the Site, or the Crypto.com App Services; and
- (d) no part or parts of the Crypto.com App 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 to conduct electronic spamming or otherwise distribute any unsolicited or unauthorized advertising, promotional or marketing material, junk mail or chain letters;
- (b) use the Crypto.com App 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 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 or combine or incorporate the Crypto.com App into another other program or application;
- (e) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code, object code, underlying concepts, ideas and algorithms of the Crypto.com App or any components thereof;
- (f) use the Crypto.com App 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 in a way that could damage, disable, impair or compromise the Crypto.com App or the provision of the Crypto.com App Services (or the systems or security of the Crypto.com App 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 unauthorized access to the account or wallets of other 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 centers and related or like equipment) and detrimentally interfere with, intercept or expropriate any system, data or information belonging to other users of the Services;

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

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

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

13. **DATA PROTECTION**

13.1. By using the Crypto.com App Services or Site, you confirm that you have read and understood our Privacy Notice and understand how we may collect, use, disclose and share amongst ourselves your Personal Data and disclose such Personal Data to our authorized service providers and relevant third parties. We will only share your Personal Data in order to facilitate and administer your use of the Crypto.com App Services or otherwise if required by law or any of our counterparty who is the controller of your data. Such data controller will manage and protect your personal data in accordance with all applicable 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/us/privacy>.

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

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 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 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 are generally transmitted via the Internet and may be routed via public, transnational installations which are not specifically protected. We cannot guarantee that the Instructions and information so transmitted will in fact be completely protected against such unauthorized access, and you accept these associated risks.

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 dispatch and receipt of electronic communication, to the maximum extent permitted under applicable law, such terms shall not apply to your use of the Crypto.com App Services and that you shall be liable for any damage that may be caused through the use of the Internet – i.e. through loss, delay, misunderstandings, corrupted texts, unauthorized interceptions by third parties or duplicates.

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

15. LIMITATION OF SERVICES / TERMINATION / ACCOUNT CLOSURE

15.1. Crypto.com may at any time and without liability to you, terminate, suspend, or limit your use of the Crypto.com App Services (including freezing the Digital Assets in your account, freezing or closing your Digital Asset Wallet, freezing or closing your Fiat Wallet, refusing to process any transaction, or wholly or partially reversing, cancelling or voiding any transactions that have been effected) for any reason, including: (a) in the event of any breach by you of these Terms or applicable Annex and all other applicable terms; (b) for the purposes of complying with Applicable Laws; (c) where Crypto.com suspects that a transaction effected by you is potentially connected to any unlawful activities (including but not limited to money laundering, terrorism financing and fraudulent activities); (d) to remedy the effects of any defect in or compromise to any information system upon which Crypto.com relies on; (e) as may be informed by its internal monitoring policy and the profile of spending reasonably anticipated for the type of consumer group you belong to; or (f) in Crypto.com's absolute opinion that an order or transaction has been executed based on an aberrant or erroneous value.

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 for any reason whatsoever. Any limitation, suspension or termination of your use of the Crypto.com App 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 or close your account, you are required to submit a request to Crypto.com in such manner and form and accompanied by such information and supporting documentation as may be required by us to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such terms and conditions as we may consider applicable to such suspension or termination.

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 fixed term loan, deposits or Staking 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 fiat from your Fiat Wallet unless we are prohibited by law or a court order to release such Digital Assets or fiat, respectively, or where we have reasonable grounds to suspect that such Digital Assets or fiat were obtained through fraud or any unlawful means or connected with any criminal activities. If you have any questions about this Clause, please contact us at contact@crypto.com.

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

16. **CUSTOMER FEEDBACK, QUERIES, AND COMPLAINTS**

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

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 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 OR CRYPTO.COM APP SERVICES;

(B) ANY REFUSAL TO PROCESS OR AUTHORIZE, 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, NETWORK, OUR HARDWARE OR SOFTWARE OR THAT OF ANY THIRD PARTIES;

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

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

(F) ANY UNAUTHORIZED OR INELIGIBLE USE OF THE CRYPTO.COM APP 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, AN ANNEX, 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 UNAUTHORIZED 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. We shall not be liable for fault on the part of any third-party service providers instructed by us. In such cases, our liability shall be limited to using reasonable care in the selection, appointment and instruction of such third-party service providers (but not of any subcontractor or other third party such third-party service provider may use).

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

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 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 respective officers, directors, agents, joint venture entities, employees and representatives, harmless from any claim or demand (including attorneys' fees and

any fines, fees or penalties imposed by any regulatory authority) arising out of or related to (a) your breach of any of these Terms; (b) your use of the Crypto.com App and/or the Crypto.com App 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. 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 without prior notice. By continuing to use the Crypto.com App and/or the Crypto.com App 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. 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 and/or the Crypto.com App 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. 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.

23. WAIVER

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

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

24. NOTICES AND COMMUNICATIONS

24.1. By using the Crypto.com App Services, 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 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 or Crypto.com App. 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 at contact@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. DISPUTE RESOLUTION; BINDING ARBITRATION

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

26.2. **No Representative Actions.** You and Crypto.com agree that any dispute arising out of or related to these Terms or our Services is personal to you and Crypto.com and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

26.3. **Arbitration of Disputes.** Except for small claims disputes in which you or Crypto.com seeks to bring an individual action in small claims court located in the county

of your billing address or disputes in which you or Crypto.com seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, **you Crypto.com waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Services resolved in court.** Instead, for any dispute or claim that you have against Crypto.com or relating in any way to the Services, you agree to first contact Crypto.com and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to Foris Dax, Inc. by email at contact@crypto.com or by certified mail addressed to 1111 Brickell Avenue, Suite 2725, Miami, Florida 33131. The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and Crypto.com cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in Dade County, Florida, or may be conducted telephonically or via video conference for disputes alleging damages less than \$25,000, in accordance with the JAMS Streamlined Arbitration Rules and Procedures ("**JAMS Rules**"). The most recent version of the JAMS Rules 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.

26.4. You and Crypto.com agree that these Terms affect interstate commerce and that the enforceability of this Section 16 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. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

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

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

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

26.8. You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 26 by sending a written opt-out notice via certified mail to 1111 Brickell Avenue, Suite 2725, Miami, Florida 33131. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 27.

26.9. If any portion of this Section 26 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 26 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 26; 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 26 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 26 will be enforceable.

27. GOVERNING LAW AND VENUE

27.1. Any dispute arising from these Terms, an Annex, or your use of the Services, Crypto.com App, or Site will be governed by and construed and enforced in accordance with the laws of the state of Florida except to the extent pre-empted 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 Dade County, Florida.