

**Last update: 13 February 2023**

## **1. ABOUT THE PREPAID CARD**

The Prepaid Card (described below) is provided to you by Foris MT Limited (Company registration number: C90348), a private company incorporated in Malta, with registered address at Level 7, Spinola Park, Triq Mikiel Ang Borg, St. Julians SPK 1000, Malta ("**Issuer**"). The Prepaid Card is issued by Foris MT Limited, holder of a Financial Institution License, and authorized by the Malta Financial Services Authority, located at Triq I-Imdina, Zone 1 Central Business District, Birkirkara, CBD 1010, Malta, under the Financial Institutions Act (the "**Act**") to provide Payment Services as defined in the Second Schedule of the Act and issuing of Electronic Money as defined in the Third Schedule of the Act.

These terms and conditions ("**Terms**") will apply to your use of the Prepaid Card, Services and the Prepaid Card Wallet. 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. By using the Prepaid Card, Services and the Prepaid Card Wallet 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. These Terms are available online at <https://crypto.com/eea/cards>. You can request a copy of these terms and conditions at any point in their duration. You will apply for the Prepaid Card in a stated currency. All references to that currency in these Terms are relevant to you. **Definitions.** In these Terms:

"**App**" means the mobile application software owned and released by Foris DAX MT, and available for download for Android or Apple iOS, including all content and services made available on or through the same, and any and all updates, upgrades, supplements, releases and versions thereof;

"**App Crypto Wallet**" shall have the meaning ascribed to the term in Clause 8.2(b);

"**App Wallet Terms**" means the set of terms entered into between Foris DAX MT and the user governing (inter alia) the user's use of the App Crypto Wallet;

"**Applicable Law**" means any applicable law, rule, statute, subordinate legislation, regulation, by-law, order, act, 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 this 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;

"**Card Data**" means the card number, expiration date, and security code of a Prepaid Card;

"**Card Limits**" shall have the meaning ascribed to the term in Clause 3.8;

"**Card Network**" or "**Visa**" means the Visa International credit card network;

"**Card Network Rules**" means the bylaws, rules, regulations, orders, requirements and interpretations issued by the Card Network or otherwise communicated to the Issuer and which are applicable to the acceptance of Card Transactions by the Merchants and related matters, as amended from time to time by the Card Network;

**"Card to Card Transfer"** shall have the meaning ascribed to the term in Clause 4.1(b);

**"Card Transactions"** shall have the meaning ascribed to the term in Clause 4.3;

**"Chargeback"** means a dispute filed by the Issuer that is sent through the relevant Card Network in accordance to the relevant Card Network Rules relating to a Card Transaction;

**"EEA"** means the European Economic Area which covers all the member states of the European Union, Iceland, Norway and Liechtenstein;

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

**"FAQs"** means the FAQ pages respectively applicable to users in (i) Europe, accessible at the following link: [here](#); or (ii) the United Kingdom, accessible at the following link: [here](#);

**"Fees"** means all fees imposed by us and/or the Card Network in relation to the use of the Services, Prepaid Card(s) and Prepaid Card Wallet;

**"Force Majeure Event"** means an event or failure which is beyond our reasonable control including (i) Acts of God, nature, court or government; (ii) failure or interruption in public or private telecommunication networks, communication channels or information systems; (iii) acts or omissions of a party for whom we are not responsible; (iv) delay, failure or interruption in, or unavailability of, third party services and sites; (v) strikes, lockouts, labour disputes, wars, terrorist acts and riots; (vi) viruses, malwares, other malicious computer codes or the hacking of any part of the Services;

**"Foris DAX MT"** means Foris DAX MT Limited, a company incorporated in Malta, with company registration number C88392 and registered office located at Level 7, Spinola Park, Triq Mikiel Ang Borg, St. Julians SPK 1000, Malta, licensed as a Class 3 Virtual Financial Assets Service Provider by the Malta Financial Services Authority, and providing the services pursuant to the App Wallet Terms;

**"FX Conversion"** shall have the meaning ascribed to the term in Clause 4.1(a);

**"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;

**"Issuer"** means Foris MT Limited, the issuer of the Prepaid Card;

**"Merchant"** means a retailer, merchant or other supplier of goods and/ or services which accepts payment by means of a card, card number, PIN or card and signature;

**"Merchant's bank"** means the financial acquirer used by the Merchant for the purposes of receiving payments arising from transactions.

**"Personal Data"** means any information relating to an identified or identifiable natural person ('data subject'); 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 and which is Processed by the Issuer, Foris DAX MT and/or by our affiliates, authorised service providers and relevant third parties;

**"Pooled Account"** shall have the meaning ascribed to the term in Clause 8.1(a);

**"Prepaid Card"** means the Crypto.com Visa® Prepaid Card, being a virtual or physical prepaid card which is issued to you by the Issuer;

**"Prepaid Card Wallet"** means the fiat currency stored value account held by the Issuer which allows a user of a Prepaid Card to store available types of fiat currency with the Issuer, the balance of which will subsequently be used to settle the user's Card Transactions;

**"Prepaid Card Wallet Balance"** shall have the meaning ascribed to the term in Clause 9.1;

**"Processing"** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

**"Security Code(s)"** means the unique login usernames and passwords you will be prompted to create to use the Services;

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

**"Services"** refers to the Site, App, Service Content and all related features, services, content and applications (including those described at Clause 4.1) which the Issuer and its affiliated companies may make available to you from time to time;

**"Site"** means the website at <https://crypto.com/eea/cards>;

**"Taxes"** means any taxes, duties or fees that the Issuer and/or Card Network may be required to collect or charge under any Applicable Law;

**"Terms"** means these terms and conditions;

**"Trade Marks"** shall have the meaning ascribed to the term in Clause 14(a);

**"Transaction History"** means your transaction history and details on your Prepaid Card Wallet;

**"User Termination"** shall have the meaning ascribed to the term in Clause 18.7;

**"we/us/our"** means the Issuer and its affiliates;

**"Withdrawal Services"** shall have the meaning ascribed to the term in Clause 12.1;

**"you/your"** means, jointly and severally, the individual(s) who is/are the user(s) of the Services and/or the Prepaid Card.

## 2. ONBOARDING

2.1 By signing up for the Prepaid Card, you represent and warrant that:

- (a) You are an approved user of the App who has completed the registration process and received an approval email from Crypto.com;
- (b) You have read, understood and agreed to our Privacy Notice which is published on the Site, and the App Wallet Terms;
- (c) You are at least eighteen (18) years of age;
- (d) You have the full right, power, and authority to agree to these Terms;
- (e) You are the authorised user of the Enabled Device;
- (f) You do not currently hold a Prepaid Card (under any same or different name);
- (g) You are not impersonating any other person, operating under an alias or otherwise concealing your identity; and
- (h) you are resident in one of the European countries listed in this [link](#) where the Prepaid Card is available.

2.2 In addition to the above, you agree to provide us with all information and/or documents requested by us (including such information and/or documents as may be required by us for compliance with Applicable Law) from time to time.

2.3 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 Prepaid Card Wallet, your use of the Services, including to identify or authenticate your identity or validate your funding sources or transactions. This may include, without limiting the generality of the foregoing, requiring further information and/or documents that will allow the Issuer 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.

2.4 We are entitled, in our sole discretion, to refuse your application for or to suspend, terminate or limit your use of the Services, and/or to change the eligibility criteria for registration at any time.

2.5 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 confirm that you consent to us or a third party carrying out such verifications on our behalf.

2.6 You must ensure any information provided to us, or any of our third party service providers, is always accurate and up to date. If at any time we believe that your information is 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 may also result in your inability to use the Services.

### 3. **THE PREPAID CARD**

3.1 The Prepaid Card is a pre-paid card under the Visa card scheme which can be used to pay for goods and services at retailers which accept Visa cards. The Prepaid Card may also be used to withdraw cash through automated teller machines which accept Visa cards such as the Prepaid Card. Card Transactions made on your Prepaid Card will be settled by the Issuer on the Card Network and you authorise the Issuer to debit your Prepaid Card Wallet with the amount of all Card Transactions and any relevant Fees for this purpose. You must not effect any transactions that exceed the Prepaid Card Wallet Balance. If any purchase or withdrawal made by you exceeds the Card Limits and/or balance in your Prepaid Card Wallet, the transaction will be declined.

3.2 As a registered user of the App, you may make a request, through us, the Issuer, to issue a Prepaid Card to you. A Prepaid Card will be issued to you upon approval of such request by us. Activation of the Prepaid Card has to be completed through the App. The Issuer reserves the right to decline your request for issuance of a Prepaid Card, or to revoke at any time any Prepaid Card already issued for whatever reason, in accordance with these Terms and Applicable Laws.

3.3 You acknowledge that each physical Prepaid Card is and remains at all times the property of the Issuer and you shall: (a) exercise all due care and diligence in the custody, care and use of the Prepaid Card; (b) not tamper or allow anyone to tamper, with the Prepaid Card; (c) not permit the Prepaid Card to be used in any unauthorised manner, including sharing the use of the Prepaid Card with another person; (d) use the Prepaid Card solely for personal use and not for any business or commercial purposes; (e) not intentionally deface or damage the Prepaid Card; and (e) not affix, print or attach anything or matter onto the Prepaid Card or otherwise alter, remove or replace any notice, logo or design on the Prepaid Card.

3.4 Unless earlier terminated or cancelled, each Prepaid Card shall be valid for such period as may be determined by the Issuer and indicated on the body of the Prepaid Card. If you have used the Prepaid Card in the period of one month before its expiry date, we will send you an email to inform you that the Issuer will automatically renew the card. These Terms will continue to apply to the new card. If you decide not to renew the existing Prepaid Card, please contact us via the means set out in Clause 20.

3.5 You are responsible for all Card Transactions incurred on your Prepaid Card. You shall not use your Prepaid Card in relation to any transaction or activity which is illegal or prohibited under Applicable Laws in the jurisdiction where such transaction or activity is effected or in your country of residence. You shall be liable for all Card Transactions whether or not executed with your knowledge or authority, regardless of how such transactions were effected, including without limitation where arising in connection with any negligence on your part. In this regard you acknowledge the risk of unauthorised Card Transactions being carried out and accept the risk of such unauthorised Card Transactions.

3.6 You shall keep the Card Data of all your Prepaid Cards strictly confidential and not share the Card Data with any persons other than as necessary to conduct a transaction. When sharing Card Data with Merchants, you will take all precautions to ensure the security and continued confidentiality of the Card Data. For the avoidance of doubt, providing Card Data in clear text over fax, email or other unencrypted or otherwise unprotected media is not considered to be

secure. Neither we nor our respective affiliates shall under any circumstances be liable to you for unauthorised transactions caused by your failure to keep the Card Data secure.

3.7 You shall promptly notify us without undue delay upon discovering that there has been any:

(a) inappropriate or unauthorised disclosure of and/or use of your PIN and/or any of the Card Data; and/or

(b) inappropriate or unauthorised access to and/or use of any of the Services effected using your PIN and/or any of your Card Data,

and you shall promptly take such steps as may be specified by us in relation to the foregoing matters (including to change your PIN).

3.8 The utilisation of the Prepaid Card, including the maximum value of any single Card Transaction for which such Prepaid Card may be used, will be subject to limits set by the Issuer (collectively, "**Card Limits**"). The applicable Card Limits will be set out on the App, the Site and/or the FAQs, but the Issuer may, in its sole discretion, apply different limits to you specifically.

3.9 Unless making a Card to Card Transfer, you are not permitted to use the Prepaid Card or Services to remit funds to bank accounts or mobile wallets held by third parties, or any Merchants on the Card Network which are not otherwise considered due for the payment of any goods and services transacted between you and the Merchant.

#### 4. **THE SERVICES**

4.1 The Services comprise the following services:

(a) a service under which you may convert any fiat currency held in your Prepaid Card Wallet maintained with the Issuer into other available fiat currency at the prevailing exchange rate ("**FX Conversion**"); and

(b) a funds transfer service under which you may transfer any fiat currency in your Prepaid Card Wallet to the Prepaid Card Wallet of another Prepaid Card Holder ("**Card to Card Transfer**").

4.2 We reserve the right to update, change, remove, suspend, disable or restrict access to or discontinue the Services or change any features, component or content thereof at any time, for any reason, without notice or liability to you, unless otherwise specified by these Terms and/or Applicable Laws. We do not guarantee that any specific content, component and/or feature will always be available on the Services.

4.3 The Issuer holds and maintains your Prepaid Card Wallet, which allows you to store available types of fiat currency with the Issuer, and use the fiat currency to (i) purchase goods or services, (ii) obtain cash through ATM, (iii) make a payment to a third party; (iv) transfer value to another Prepaid Card or account, (v) load credit or other value to a Prepaid Card, or (vi) settle any other transactions that may be effected using the Prepaid Card, in each case in accordance with these Terms ("**Card Transactions**").

## 5. CHARGEBACK

5.1 This Clause 5 only applies if the Merchant's bank is located within the European Economic Area (EEA), Switzerland, and the United Kingdom and the transactions being carried out are transacted in Euro, Pounds Sterling, or another currency of an EEA member state.

5.2 You shall contact the Issuer at [contact@crypto.com](mailto:contact@crypto.com) without undue delay in the event of any dispute regarding the validity of any Prepaid Card Transaction or request for Chargeback within eight weeks from the date the transaction is deducted from your balance. The Issuer will assist you in resolution of the dispute or direct such request to the Card Network for processing.

5.3 If you use the Prepaid Card or provide your Card Data to a Merchant to make a transaction without knowing the amount to be charged to the Prepaid Card in advance, you may be entitled to request a refund if the amount subsequently charged is unexpectedly large, provided that you have notified the Issuer in accordance with Clause 5.2 above. However, you will NOT be entitled to a refund if you have been informed of the amount of that transaction, whether by the Merchant or by us, at least four weeks before the transaction is due to be deducted from your balance, and you consented to the transaction.

5.4 You will be required to comply with the Card Network Rules in relation to such dispute or Chargeback request, including furnishing a written explanation of the dispute or Chargeback request and/or a copy of the related sales transaction receipt and any other information and supporting documents that the Issuer and/or the Card Network may require.

5.5 The Issuer reserves the right to investigate any disputed transaction. In the event of any investigation by the Issuer or competent authority, you agree to provide assistance and cooperate by providing us with any additional information and/or documentation. Within 10 business days of receiving a dispute or Chargeback request from you under Clause 5.2 above or of receiving any additional information required under Clause 5.4 and this Clause 5.5, we will provide a refund or justify why we are refusing the request.

5.6 If evidence reasonably conclude that any disputed transaction is a result of your wilful default, fraud, gross negligence or incompliance with these Terms, you agree and authorise us to debit your Prepaid Card Wallet account with the amount from the disputed transaction and any such associated charges and fees.

5.7 You acknowledge and agree that any Fees imposed by the Issuer and/or the Card Network for the processing of such dispute or Chargeback request may be deducted from the Prepaid Card Wallet Balance or claimed from you and shall not be refundable.

5.8 You hereby agree and accept that (a) the Issuer and/or Card Network may, but are not obliged to (whether under these Terms or otherwise) assist you with or process your dispute or Chargeback request; and (b) the decisions of the Issuer and/or Card Network on all matters relating to or in connection with such dispute or Chargeback request is final and conclusive and binding on you for all purposes unless otherwise provided in such terms, conditions, rules, procedures and/or guidelines as may be issued by the Card Network from time to time. You acknowledge and agree that the repayment of any amount previously charged to your Prepaid

Card may be subject to such terms, conditions, rules, procedures and/or guidelines as may be issued by the Card Network from time to time.

5.9 In any event, you acknowledge and agree that the Issuer and the Card Network shall not be liable to you in respect of any matter relating to or arising out of such dispute or Chargeback request.

5.10 When a Merchant initiates a transaction, it is the Merchant's Bank's liability to ensure correct transmission of the relevant details to us. We are not liable for any transaction initiated by a Merchant and incorrectly executed by the Merchant's Bank, but you may request that we make immediate efforts to trace the incorrectly executed transaction and notify you of the outcome.

5.11 You acknowledge and agree that for any incorrect payment made more than 13 months before your report of the details to us, you will not be entitled to a refund but we will make reasonable efforts to trace the payment for you, for which we may charge a reasonable fee to cover our costs in doing so.

5.12 We are not liable if you incorrectly identify the Merchant under a transaction. In such a case, we will make reasonable efforts to recover the funds involved, for which we may charge a reasonable fee to cover our costs in doing so.

## **6. THE APP**

6.1 The App gives you interactive access to your Prepaid Card Wallet. The functions of the App, which may change from time to time, currently allow you to perform one or more of the following actions:

- (a) request for Prepaid Cards to be issued by us;
- (b) change the settings associated with your Prepaid Cards;
- (c) view the balance and Transaction History of your Prepaid Card Wallet;
- (d) request for a FX Conversion in respect of your balance held in your Prepaid Card Wallet;
- (e) perform Card to Card Transfer;
- (f) request for Prepaid Cards to be disabled, enabled or blocked; and
- (g) load your Prepaid Card Wallet.

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

6.3 You acknowledge and agree that your use of the Services is at all times subject to your compliance with these Terms and all other applicable terms, including App Wallet Terms.



## 7. YOUR DEVICE

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

- (a) obtaining all necessary hardware, software and communications services necessary for your use of the 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 App in accordance with these Terms; and
- (c) installing updates and patches for the App and your Enabled Device in a prompt and timely manner.

7.2 Without prejudice to the foregoing and any other terms in these Terms, you shall be solely responsible and liable for any access to and use of the App and Services through your Enabled Device, notwithstanding that such access may have been effected without your knowledge, authority or consent. We shall not be liable to you for any loss or damage resulting from such use.

7.3 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/theft or unauthorised access/use by contacting us at [contact@crypto.com](mailto:contact@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 password on your Enabled Device.

## 8. YOUR PREPAID CARD WALLET

### 8.1 Your Prepaid Card Wallet

(a) All funds deposited in your Prepaid Card Wallet will be held by the Issuer and safeguarded in a ring-fenced, pooled account (the "**Pooled Account**") held by the Issuer, which is segregated from the Issuer's own proprietary accounts, at its custodian bank. The Pooled Account will include all funds of all users of Prepaid Cards, but:

(i) your Prepaid Card Wallet will at all times be maintained in the account records of the Issuer; and

(ii) your identity and your share of the funds in the Pooled Account (as represented by your Prepaid Card Wallet Balance) will be maintained in the records of the Issuer.

(b) The Prepaid Card is not a debit card supported by a bank account, and does not in any way connect to or constitute a savings account or a checking account. No interest will be paid for funds maintained in the Prepaid Card Wallet. Funds maintained in the Prepaid Card Wallet will not expire. There is no cash back facility. It is also not a guarantee card, charge card or credit card. You will not earn any interest on any funds loaded on to the card.

(c) You acknowledge that the Issuer is not acting as a trustee, fiduciary or escrow agent with respect to your funds.

(d) Statements showing your Prepaid Card Wallet Balance may be accessed via the App. You can decide whether information about your Prepaid Card, including the Prepaid Card Wallet Balance, transaction history should be actively provided by us on an ad-hoc basis via email to your registered email address. No paper statements will be provided by the Issuer for your Prepaid Card Wallet.

(e) You warrant that all funds deposited by you into the Prepaid Card Wallet are of legal origin.

## **8.2 Top-Ups to your Prepaid Card Wallet**

In order to top-up your Prepaid Card Wallet maintained with the Issuer, you may:

(a) effect a transaction through your debit or credit card which is linked to the Prepaid Card Wallet (as described further in Clause 8.3 below); or

(b) effect a transfer of funds from your App account ("**App Crypto Wallet**") (as described in Clause 8.4 below).

All top-ups to your Prepaid Card Wallet are final and cannot be reversed once effected.

## **8.3 Top-ups via Debit or Credit Card**

You may also fund your Prepaid Card Wallet via your debit or credit card by providing your debit or credit card details, and the relevant amount to be transferred, through the App. Upon the Issuer's receipt of confirmation that such debit or credit card transaction has been authorised, the Issuer will credit the corresponding value of funds to your Prepaid Card Wallet. The stored value in your card fiat wallets is held by the Issuer in a segregated account.

You agree that only debit cards and/or credit cards accounts which are issued to and/or registered in your name will be used to effect payment to the Issuer for any top-ups to your Prepaid Card Wallet.

## **8.4 Top-ups via the App Crypto Wallet**

You may also fund your Prepaid Card Wallet by authorising the debit of your funds held in your App Crypto Wallet. Upon receiving your funding instruction, the equivalent fiat amount converted will be credited to your Prepaid Card Wallet. All such debits from your App Crypto Wallet shall be effected in accordance with the App Wallet Terms. Upon a successful debit of the relevant amount from your App Crypto Wallet (effected in accordance with the App Wallet Terms), the Issuer will credit the corresponding amount to your Prepaid Card Wallet.

## **8.5 Change of Custodian Bank**

From time to time, we may need to change the custodian bank that provides the Pooled Account in order to effect operational changes to the way the Prepaid Card is operated and managed, including where there is a change of Issuer. We will inform you of any such change in advance of it occurring. In some circumstances due to the way these changes can take place, it is possible that funds in the Pooled Account which represent your Prepaid Card Wallet Balance will be remitted back to your own bank account by the outgoing Issuer rather than being transferred to the incoming Issuer's custodian bank. If this occurs, you agree that we

can debit your Prepaid Card Wallet Balance as necessary to reflect any such funds received directly by you.

## 9. **PREPAID CARD WALLET BALANCE**

9.1 "**Prepaid Card Wallet Balance**" refers to the total amount of funds held in your Prepaid Card Wallet (which is maintained with the Issuer), as may be increased or decreased according to these Terms.

9.2 Your Prepaid Card Wallet Balance for the Prepaid Card Wallet is subject to a maximum limit imposed by the Issuer (set out on the App and the Site), which may be amended by the Issuer from time to time.

9.3 You are not allowed to effect any Card Transaction or Card to Card Transfer the value of which is higher than your Prepaid Card Wallet Balance. Any attempt to do so will result in the Card Transaction or Card to Card Transfer being rejected.

9.4 You authorise the Issuer to debit your Prepaid Card Wallet Balance when:

- (a) any Fees are charged to your Prepaid Card Wallet;
- (b) you effect any Card to Card Transfer from your Prepaid Card Wallet;
- (c) any Card Transaction in respect of your Prepaid Card is received from the Card Network, provided that the Issuer reserves the right to decrease the Prepaid Card Wallet for an amount larger than the original debit transaction to account for any foreign exchange or customary industry type related variances or fees that may be applicable to such transactions;
- (d) regulatory or risk management action is taken by the Issuer, at its discretion, in order to comply with Applicable Laws or regulations or to ensure the safety of your funds; and/or
- (e) money is paid into your Prepaid Card Wallet by accident or mistake, however, if you don't think such payment made to you from a payment service provider in the EEA was a mistake, we may share your personal information with the paying payment service provider so that they can contact you directly. This is because we are required by law to cooperate with other payment service providers and share all relevant information with them in order to assist with tracing money which is sent to the wrong person.

9.5 The Issuer will increase the Prepaid Card Wallet Balance upon:

- (a) successful funding of your Prepaid Card Wallet in accordance with the process specified in Clause 8.2 above;
- (b) cancellation by the Issuer, at our sole and absolute discretion, of any authorization holds applied in accordance with transactions processed from the Card Network; and/or
- (c) disputes with Merchants resolved in your favour.

9.6 We will ensure that a transaction is credited to the Merchant's bank or your bank (as the case may be) within these timescales if the Merchant's bank is located within the EEA and the payment services being carried out are transacted in Euro, or another currency of an EEA member state:

| Type of Transaction  | Timescale   |
|--|---|
| Transaction carried out in a currency other than Euro (€) or Pounds Sterling (£)<br>Or<br>Transaction involving more than one currency | By the end of the fourth business day following the day on which the transaction or order is received |
| Any other Transaction  | By the end of the business day following the day on which the transaction order is received           |

9.7 If your Prepaid Card Wallet Balance becomes negative, you shall immediately top-up funds into your Prepaid Card Wallet to cover such negative balance and to increase your balance to zero at the minimum. Failure to do so is a material breach of these Terms and we reserve the right to cancel your Prepaid Card immediately.

## 10. **SPENDING**

10.1 The Prepaid Card is not a credit card; hence usage thereof shall be dependent on the available Prepaid Card Wallet Balance.

10.2 The Prepaid Card is only accepted by Merchants participating in the Card Network. The Issuer will not authorise transactions for an amount larger than the Prepaid Card Wallet Balance on the applicable Prepaid Card or if such transaction will result in the Card Limits being crossed.

10.3 You can use your Prepaid Card to purchase goods and/or services from a Merchant either online or at a point of sale terminal that accepts the Prepaid Card. You will need to follow the instructions on the relevant website or point of sale machine to perform the Prepaid Card purchase. This may involve you entering the details of the Prepaid Card (the card number, expiry date and CVC number) or your Prepaid Card PIN number.

10.4 If you choose to be charged for your purchase in a currency other than the currency for which you hold enough stored value in your Prepaid Card Wallet, the Issuer will first debit the relevant amounts from the stored value held in that currency chosen by you before debiting further amounts from the stored value held in other currencies until the full amount has been debited. The exchange rate applied by the Issuer in this process will be the same exchange rate that will be applied as if you had effected an FX Conversion.

10.5 For card-based payment transactions where you do not know the exact amount of the payment transaction at the time you authorise it, we will not block funds on your payment instrument unless you authorise the exact amount to be blocked. This could be the case for payments you make at hotels or at fuel stations for example. We shall release any blocked funds without undue delay as soon as we are aware of the exact amount of the payment transaction and immediately after receipt of the relevant payment order.

## 11. **FX CONVERSION**

11.1 You can effect an FX Conversion on all or any part of the fiat currency held in your Prepaid Card Wallet to convert such fiat currency into another type of available fiat currency by using the exchange function on the App. The currencies which you are able to purchase and store in your Prepaid Card Wallet are limited to those set out in the App and are subject to change from time to time. If any such changes occur, we will notify you of them through the App or the Site.

11.2 You will be informed on the App, prior to confirming your request for a FX Conversion, of: (a) the amount of existing fiat currency from your Prepaid Card Wallet which will be used to purchase the other fiat currency requested; and (b) the exchange rate of the FX Conversion. You will need to confirm these details in order to proceed with the FX Conversion. By confirming these details and submitting such a FX Conversion request, you accept sole responsibility for entering into the FX Conversion. The Issuer will not be responsible for any losses you incur as a result of you using this FX Conversion service. The request to enter into an FX Conversion will be accepted when we confirm to you that the FX Conversion has been entered into, on the App.

11.3 The amount of fiat currency which you can convert using the FX Conversion service may be limited by the Issuer in its sole discretion.

## 12. **WITHDRAWAL SERVICES**

12.1 You can use your Prepaid Card to withdraw cash from automated teller machines which accept the Prepaid Card ("**Withdrawal Services**"). You will need to follow the instructions on the automated teller machine to perform the withdrawal. This may involve entering your Prepaid Card PIN number. Such withdrawals are also subject to the Card Limits, and withdrawals which will result in the Card Limits being crossed will not be authorised.

12.2 We do not charge for Withdrawal Services up to the threshold of your Prepaid Card set out in the App, the Site and/or the FAQs, which may be amended by the Issuer from time to time. If you withdraw more than such threshold, each withdrawal will be subject to certain Fees (as set out in the App, the Site and/or the FAQs and may be amended by the Issuer from time to time).

12.3 If you choose to withdraw cash using the currency conversion offered by the automated teller machine provider, the Issuer has no liability to you for that currency conversion. Please note that the automated teller machine provider may, in addition charge its own fee for automated teller machine withdrawals which we have no control over or liability for.

## 13. **FEES**

13.1 Your use of the Services, Prepaid Card(s) and Prepaid Card Wallet may be subject to certain Fees, which will, if applicable, be debited from your Prepaid Card Wallet Balance. Should your Prepaid Card Wallet Balance be insufficient, the Issuer will notify you via the App and/or email and you agree to effect payment of such outstanding Fees by topping up your Prepaid Card Wallet within 14 days of such notification, failing which we reserve the right to suspend your use of the Services, Prepaid Card(s) and Prepaid Card Wallet until all outstanding Fees have been settled. The list of applicable Fees is set out in the App ([Home] > [Settings] > [About

Crypto.com] > [Fees & Limits]), the Site and/or the FAQs. The Issuer may in its sole discretion update the list with amended or additional fees.

13.2 All applicable Fees listed on the App, the Site and/or the FAQs are exclusive of any applicable Taxes and the actual Fee charged will be increased to account for any such applicable Taxes.

#### 14. **INTELLECTUAL PROPERTY RIGHTS**

You acknowledge and agree that:

- (a) The Issuer and its affiliates' trade marks and logos, and any other logos, service marks, product names and other proprietary indicia used in the App are the property of either the Issuer and its affiliates or third party licensors (collectively, the "**Trade Marks**");
- (b) the intellectual property rights in and to the Services are either owned by us or licensed to us by third party licensors;
- (c) other than the licence expressly granted by you in these Terms, no other rights are granted to you in respect of either the Trade Marks, the App or the Services; and
- (d) no part or parts of the 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.

#### 15. **CONDUCT**

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

- (a) use the App to conduct electronic spamming;
- (b) use the App to perform unlawful or immoral activities (including but not limited to money laundering, terrorism financing and fraudulent activities);
- (c) use the App to upload content that has viruses, malicious codes, immoral or illegal content;
- (d) modify or adapt the whole or any part of the App or combine or incorporate the App into another other programme or application;
- (e) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code of the App or any components thereof;
- (f) use the App in any manner that would lead to the infringement of our intellectual property rights or those of any third party;
- (g) use the App in a way that could damage, disable, impair or compromise the App or the provision of the Services (or the systems or security of the App or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of the Issuer and its affiliates;

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

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

## **16. DATA PROTECTION**

16.1 By using the Services, you confirm that you have read and understood our Privacy Notice and consent to us collecting, using, disclosing and sharing amongst ourselves your Personal Data and disclosing such Personal Data to our affiliates, authorised service providers and relevant third parties for purposes reasonably required by us to facilitate and administer your use of the Services. These purposes are set out in greater detail in our Privacy Notice, which is accessible at <https://crypto.com/privacy/global>.

16.2 We are entitled 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.

## **17. ELECTRONIC COMMUNICATIONS**

17.1 You shall accept full responsibility for the security and authenticity of all Instructions sent via the 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 App is yours. We shall be under no obligation whatsoever to verify that such communications are in fact yours.

17.2 You are aware that Instructions and information transmitted via the 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 unauthorised access, and you accept these associated risks.

17.3 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.

17.4 You acknowledge and agree that in the event of any dispute arising in connection with your use of the Services, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the 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.

## **18. LIMITATION OF SERVICES / TERMINATION**

18.1 We may at any time, without notice and in its sole and absolute discretion, terminate, suspend or limit your use, or the functionality, of the Services (including freezing or closing your Prepaid Card Wallet, refusing to process any Card Transactions, or reversing any Card

Transaction that you have effected), including: (a) in the event of any breach by you of these Terms, or all other applicable terms, including the App Wallet Terms; (b) for the purposes of complying with Applicable Laws; (c) where we suspect 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); or (d) as may be informed by its internal risk monitoring policy and the profile of spending reasonably anticipated for the type of consumer group you belong to.

18.2 We reserve the right to reverse, cancel, refuse to honour or exclude you from participating in any incentive programmes (including but not limited to any kind of reward, cashback or referral programmes) if you are found in breach of any of these Terms, whether directly or indirectly, voluntarily or involuntarily.

18.3 Your obligations under these Terms will continue and the Issuer shall remain to be entitled to debit your Prepaid Card Wallet Balance for any amount and charges incurred in or related to Card Transactions that are carried out before or after the termination of your Prepaid Card and you shall continue to remain liable to the Issuer for such amounts and charges until they are paid in full.

18.4 You shall not be entitled to any payment, compensation or damages from us in relation to any suspension or termination of your use of the Services, the Prepaid Card and/or the Prepaid Card Wallet for any reason whatsoever. Any suspension or termination of your use of the Services, the Prepaid Card and/or the Prepaid Card Wallet for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such suspension or termination, has already accrued.

18.5 You are entitled to a refund of your Prepaid Card Wallet Balance upon termination of your Prepaid Card and/or Prepaid Card Wallet, and such refund will be subject to Clauses 18.7 to 18.12 below.

18.6 Our rights of suspension and termination under these Terms shall be without prejudice to any other rights or remedies which we may have (whether under these Terms, at law, in equity or otherwise).

18.7 At any point of time you may request the termination of your Prepaid Card and Prepaid Card Wallet and for the refund of your entire Prepaid Card Wallet Balance ("**User Termination**"). Requests for a User Termination may be submitted to the Issuer via the App.

18.8 In order to process your request for a User Termination, the Issuer may ask you to provide your photograph identification documents and other details for identification purposes to enable the Issuer to comply with Applicable Laws.

18.9 The Issuer may, subject to Applicable Laws, delay, deny, or reduce the amount returned to you if necessary to ensure that the requested reduction does not result in a negative Prepaid Card Wallet Balance.

18.10 The Issuer, in its sole and absolute discretion, will determine how (e.g. bank transfer or cheque) your remaining Prepaid Card Wallet Balance will be returned to you. Your remaining Prepaid Card Wallet Balance will only be returned to you, the holder of the Prepaid Card Wallet, and not to any other person.



18.11 Any refund of your remaining Prepaid Card Wallet Balance must be claimed and accepted by you within 6 years after the expiry date shown on your Prepaid Card.

18.12 You may be charged a fee for the refund of your Prepaid Card Wallet Balance to cover the costs incurred by the us.

## **19. THIRD PARTY PROVIDERS**

19.1 You can choose to allow a Third Party Providers (TPP) to access information on your account, to combine and display information about your account with information from accounts you have with other payment service providers, and, if applicable to your payment instrument, to make payments for you from your account, provided the TPP is authorized by a competent regulator and you have given your explicit consent.

19.2 If you do, you must keep us informed of any incorrect or unauthorized transactions that happen so we can take steps to stop further misuse of your payment instrument and arrange any refund you have been entitled to.

19.3 If you are thinking of using a TPP, it is important you check with the regulator whether it is authorized before you use it.

19.4 We can refuse or stop access to a TPP if we are concerned it is not authorized or if we believe it is fraudulent or acting fraudulently.

19.5 This change will not affect any customers who do not use TPPs.

## **20. CUSTOMER FEEDBACK, QUERIES, COMPLAINTS AND EMERGENCIES**

20.1 If you have any feedback, questions or complaints, please contact us via email at [contact@crypto.com](mailto:contact@crypto.com) and through our live chat available on the App.

20.2 We will try to resolve any complaints you have about the Prepaid Card or the service we provide to you within 15 business days of receiving your complaint and in exceptional circumstances, within 35 business days (and we will let you know if this is the case).

20.3 We have procedures in place to make sure that we handle your complaint fairly and quickly. However, if you are not satisfied with the outcome of your complaint, you can write to the Office of the Arbiter for Financial Services, 1<sup>st</sup> Floor, St Calcedonius Square, Floriana FRN 1530, Malta (Telephone number: +356 7921 9961).

20.4 We may need to contact you urgently if we suspect or find fraudulent activity has occurred on your account (provided we are not prohibited from doing so by law) or if we suffer a security threat. To do so, we may (for example) send you a text message instead of calling or emailing you, if we think this is the quickest way to contact you. When we contact you, we will also give you information on how you can minimise any risk to your payment instrument depending on the nature of the security threat. We will use the same contact details which you have already provided us with when contacting you. You must inform us immediately if your personal details or contact information change.

## 21. LIMITATION OF LIABILITY

21.1 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 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 SERVICES PROVIDED UNDER THESE TERMS. OUR LIABILITY IN RESPECT OF REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED IS LIMITED, AT ITS OPTION, TO ANY ONE OF RE-SUPPLYING, REPLACING OR REPAIRING, OR PAYING THE COST OF THE RE-SUPPLYING, REPLACEMENT OR REPAIRING, OR PAYING THE COST OF SUPPLYING AGAIN THE SERVICES IN RESPECT OF WHICH THE BREACH OCCURRED.

21.2 NOTWITHSTANDING ANYTHING IN THESE TERMS, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR ANY OF ITS REPRESENTATIVES BE LIABLE TO YOU: (a) FOR ANY LOSSES OR DAMAGE OR CLAIMS (i) DUE TO AN UNUSUAL OR UNFORESEEABLE EVENT, OUTSIDE THE REASONABLE CONTROL OF US 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 OF WAR OR CIVIL UNREST, NATURAL DISASTERS, STRIKE, LOCK-OUT, TRAFFIC DISRUPTION, ACTS OF DOMESTIC OR FOREIGN GOVERNMENTAL AUTHORITIES); (ii) ARISING FROM OR IN CONNECTION WITH: (A) ANY DELAY, SUSPENSION, DISCONTINUANCE OR FAILURE OF THE APP OR SERVICES; (B) ANY REJECTION OF THE PREPAID CARD; (C) ANY REFUSAL TO PROCESS OR AUTHORISE ANY TRANSACTION FOR ANY REASON; (D) YOUR INABILITY TO EFFECT OR COMPLETE ANY TRANSACTION DUE TO SYSTEM MAINTENANCE OR BREAKDOWN / NON-AVAILABILITY OF THE APP, NETWORK, OUR HARDWARE OR SOFTWARE OR THAT OF ANY THIRD PARTIES; I USE OF YOUR ENABLED DEVICE AND THE SERVICES BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORIZED BY YOU; (F) ANY THEFT OR LOSS OF YOUR ENABLED DEVICE; (iii) CAUSED BY US DUE TO THEIR COMPLIANCE WITH APPLICABLE LAWS, COURT ORDERS, AND/OR CARD NETWORK RULES; AND (b) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, 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 WE OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21.3 In any case, our total liability arising out of or in connection with the provision of any service under these Terms shall be limited to your Prepaid Card Wallet Balance as of the date your claim arises.

21.4 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 sub-contractor or other third party such third party service provider may use).

21.5 Unless you have acted fraudulently or with intent or gross negligence, you will only be liable for a maximum of £35 (or the equivalent in the currency of your payment instrument) up

until the time you inform us that your payment instrument has been lost or stolen. You will not be liable for any losses which occur on your payment instrument after you have informed us that it has been lost or stolen. If you're due a refund for any authorized transaction 'we'll make sure you receive this no later than the end of the next business day.

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

21.7 The Prepaid Card and the Prepaid Card Wallet are e-money products and are not subject to and not eligible for any deposit insurance coverage or the Financial Services Compensation Scheme. In the unlikely event that the Issuer becomes insolvent, your funds may become valueless and unusable, and as a result you may lose your money.

## **22. INDEMNIFICATION**

You agree to indemnify and hold the Issuer, each of our affiliates and third party service providers, and each of their respective officers, directors, agents, joint venturers, 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 (i) your breach of these Terms; (ii) your use of the App, Services, the Prepaid Card and/or the Prepaid Card Wallet; (iii) your violation of any rule or regulation, or the rights of any third party; and (iv) any transactions resulted from your wilful default, fraud, gross negligence or breach of these Terms.

## **23. AMENDMENT AND VARIATION**

We may amend these Terms, including fees and charges, by giving you no less than two months' notice in writing. We will post such updates on the App and Site. Such updated Terms will take effect immediately upon posting on the App and Site, unless otherwise specified by the Issuer. In addition, we may at any time change, add, or remove any feature or functionality of the App without prior notice. You should regularly check the App and Site to inform yourself of any such changes.

If you object to the proposed amendments, you have the right to terminate these Terms without charge before the date proposed by us for the entry into force of the changes. You will be deemed to have accepted the proposed amendments unless you notify us and terminate these Terms before the date proposed by us for entry into force of the changes. If we receive no objection from you, such amendments shall take effect from the date specified by us but may not affect any rights or obligations that have already arisen and will not be retrospective. For the avoidance of doubt, the termination of these Terms by any means by you, shall not affect any rights or obligations that have already arisen at the date of the termination.

## **24. ASSIGNMENT AND SUBCONTRACTING**

These Terms, and any rights and licences granted hereunder, are personal to you and may not be transferred or assigned by you, but may be assigned by us without restriction, including without limitation to any of our affiliates or subsidiaries, 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.

## **25. 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.

## **26. ENTIRE AGREEMENT / TRANSLATION**

26.1 These Terms constitute the entire agreement between you, on the one hand, and the Issuer, on the other, 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). Each party acknowledges that in agreeing to these Terms it does not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms.

26.2 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.

26.3 Notwithstanding the foregoing, in the event that there are conflicts between these Terms and the Terms and Conditions of the App on aspects relating to the Prepaid Card, these Terms shall prevail; on aspects relating to the use of the App, the Terms and Conditions of the App shall prevail.

## **27. WAIVER**

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

27.2 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.

## **28. NOTICES AND COMMUNICATIONS**

By using the Services, Prepaid Card and/or the Prepaid Card Wallet, you agree that we, our related corporations, third party service providers, contractors or sub-contractors may provide you with any notices or other communications relating to your use of the Prepaid Card, Services and/or the Prepaid Card Wallet 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.

## **29. THIRD PARTY RIGHTS**

Other us, for the purposes of Clause 22 (Indemnification), our respective affiliates, third party service providers, officers, directors, agents, joint venturers, employees and representatives, a person who is not a party in these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.

### **30. GOVERNING LAW AND JURISDICTION**

30.1 These Terms shall be governed by and construed in accordance with the laws of Malta without regard to any choice or conflict of laws rules.

30.2 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 in terms of the UNCITRAL Rules of Arbitration in accordance with the provisions of Part V (International Arbitration) of the Arbitration Act (Chapter 387 of the Laws of Malta). Any arbitration commenced pursuant to this Clause 30.2 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 arbitrator, appointment shall take place by the Chairman of the Malta Arbitration Centre.