

## **CRYPTO.COM Cash (EUR) Account Terms and Conditions IMPORTANT – PLEASE READ CAREFULLY**

**Last Update: 23 September 2025**

### **1. Terms and Conditions for the CRYPTO.COM Cash (EUR) Account.**

(a) This document constitutes the agreement ("**Agreement**") outlining the terms and conditions between you and 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**", together with its affiliates, "**Crypto.com**") for the use of the EUR Account (as defined below). The EUR Account is provided 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. Your use of the Crypto.com mobile application and other features thereof ("**App**") is governed by the Crypto.com App T&Cs ("**App T&Cs**"). Defined terms used herein not otherwise defined shall have the same meaning as in the App T&Cs.

(b) By accepting and/or using the EUR Account, you shall be deemed to have expressly read, understood and agreed to be bound by the terms and conditions contained in this Agreement. In this Agreement, the "**Issuer**" of the EUR Account is Foris MT Limited. "**Account**" means the account associated with your EUR Account and the records we maintain to account for the value of transactions associated with the EUR Account. "**Applicable Laws**" 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. "**EUR Account**" means the e-money account provided by the Issuer within the App which holds fiat funds in EUR. "**EUR**" means the official currency of the member states of the eurozone of the European Union. "**You**" and "**your**" means the person or persons who have received the EUR Account and who are authorised to use the EUR Account as provided for in this Agreement. "**We**", "**us**" and "**our**" mean the Issuer.

(c) The EUR Account is non-transferable, and it may be canceled, repossessed, or revoked by us at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

### **2. Collection and Processing of Personal Information.**

(a) When you apply for an EUR Account, we will ask for your full legal name, email address, current address, date of birth, bank account details and other information that will allow us to identify you. We may also ask to see government-issued identification document bearing your photo as

verification of your identity. You hereby represent and warrant that: (i) you are at least eighteen (18) years of age; (ii) you have the full right, power, and authority to agree to this Agreement; (iii) 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; (iv) you are the sole beneficial owner of your EUR Deposit Bank and EUR Withdrawal Bank (as respectively defined in Sections 4 and 5 below), and any EUR funds subject to this Agreement; and (v) any and all information provided to us 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 such revised and updated information via the App without delay. 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 EUR Account.

(b) For further information about how your personal information is used and processed, please refer to our Privacy Notice accessible at <https://crypto.com/privacy/global>. By accepting and/or using the App or EUR Account, you confirm that you have read and understood our Privacy Notice. We reserve the right at any time to satisfy our internal requirement as to your personal information (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or anti-money laundering and counter-terrorist financing purposes.

### **3. Your EUR Account.**

(a) The EUR Account allows you to access, deposit, store, withdraw or transfer EUR funds in your EUR Account which is a feature within the App. You may access and control the EUR funds in your EUR Account by using the App. You will not receive any interest on your EUR funds in your EUR Account.

(b) Subject to the limitations set forth in this Agreement, you may use your EUR Account to: (i) deposit funds to your EUR Account as described in Section 4 below ("**EUR Deposit**"); (ii) withdraw funds from your EUR Account as described in Section 5 below ("**EUR Withdrawal**"); (iii) send funds to the EUR Account of another eligible Crypto.com App user as described in Clause 6 below ("**EUR Transfer**"); (iv) purchase and/or sell cryptocurrency through the App, subject to the App T&Cs; and (v) top up your virtual or physical Visa prepaid card offered by Crypto.com ("**Crypto.com Visa Card**"), through the App, subject to the Crypto.com Visa Card terms and conditions.

### **4. Depositing Funds to Your EUR Account.**

(a) If you have an active account with a bank in the Single Euro Payments Area (each, a "**SEPA Permitted Account**"), you may deposit funds to your EUR Account with electronic money in EUR through bank transfer (cash and/or third-party deposits are not accepted), by following the instructions and providing the relevant information set out in the App. If the bank account details you provide us with under this Section is not a SEPA Permitted Account, your transfer instruction will be deemed an Erroneous Deposit Instruction (as defined below) and subject to Section 4(i) below.

(b) By sending us an EUR Deposit instruction, you agree and authorise us to hold, handle and process your EUR Deposit instructions and deposit the funds from the SEPA Permitted Account. You may, in our sole discretion, be issued a virtual IBAN ("**VIBAN**") assigned to your EUR Account to

facilitate the allocation of such deposits. You acknowledge and accept that we may work with licensed third-party payment partners for the operation and maintenance of the VIBANs. You hereby understand and agree that such VIBAN is not a customary bank account, and cannot be used as a customary bank account or for purposes other than such deposits.

(c) All funds deposited in your EUR Account will be held by the Issuer and placed in a segregated ring-fenced, pooled account, which is segregated from our own proprietary accounts at our custodian financial institution and maintained by us per Applicable Laws. Such pooled account includes funds of all users of the EUR Account but your identity and your share of the funds in such pooled account shall be maintained in the Issuer's records at all times. You agree and authorise us to redeem any such funds from our custodian financial institution on your behalf, and you also agree and authorise our custodian financial institution to transfer such funds to us, in the event that any relevant agreements that we have with our custodian financial institution are terminated for any reason.

(d) You shall only make a EUR Deposit if you are the registered beneficial owner of both the SEPA Permitted Account you provide us and your App account. We do not accept or support any EUR Deposit instructions made by any third parties other than yourself and any such instructions will be deemed Erroneous Deposit Instructions (as defined below) and subject to Section 4(i) below. If you are the registered beneficial owner of both the SEPA Permitted Account you provide us and your App account, but the registered names are inconsistent for whatever reason, we may require you to provide additional identification proof prior to the completion of the EUR Deposit and such process will cause delay to the EUR Deposit.

(e) You shall only make a EUR Deposit in EUR. We do not accept or support any currency other than EUR. If you make a deposit in a currency other than EUR, we or our third-party payment partners may in our sole discretion convert the same into EUR, and in such an event, you hereby authorize us and/or our third-party payment partners to determine the applicable conversion rate.

(f) EUR Deposits are subject to our prescribed limits as described in Section 6 below. Any fees chargeable by your bank and/or their intermediary banks relating to the EUR Deposit, including but not limited to any administration fees, your bank's processing fees and intermediary banks' processing fees ("**EUR Deposit Fees**") shall be borne by you entirely.

(g) Upon confirmation by us that your EUR Deposit instruction has been effected and the EUR Deposit fund has been received, we will credit the corresponding value of the funds less any EUR Deposit Fees to your EUR Account which may take up to five working days from the date of your instruction.

(h) All EUR Deposits are not reversible or refundable, unless we determine in our absolute discretion that it is in our interest to do so, or where we are required to reverse the transaction under the terms of the arrangements between us and our banks, our licensed third-party payment partners and/or other financial institutions (including applicable card scheme or other banking or payment industry rules or regulations) or applicable law or required by any regulatory bodies. If we are required as such, we shall be authorised to give effect to the reversal. In addition, we may, at our absolute discretion, reverse, cancel, void or refuse to process any EUR Deposit instructions. In the event your

EUR Deposit is rejected, any fees already charged by banks, including their intermediary banks, are non-refundable.

(i) 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 Deposit Instructions (which may include but are not limited to, depositing to a wrong recipient bank account, transactions made from or to a non-SEPA Permitted Bank Account or from or to a non-supported payment scheme, or transfers exceeding our prescribed limits (collectively, "**Erroneous Deposit Instructions**"): (i) we are entitled to charge an administration fee per return (in accordance with the Fees & Limits section on the App); (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 account from which such funds were originally received.

## **5. Withdrawing Funds from Your EUR Account.**

(a) You may withdraw funds in EUR from your EUR Account at any time by instructing a bank transfer from your EUR Account to any of your SEPA Permitted Accounts at your election, by following the instructions and providing the relevant information as requested in the App.

(b) By sending us an EUR Withdrawal instruction, you agree and authorise us to handle and process your EUR Withdrawal instructions and transfer your withdrawal funds to your SEPA Permitted Account.

(c) Any fees chargeable by your bank and their intermediary banks relating to the EUR Withdrawal, including but not limited to any administration fees, your bank's processing fees and intermediary banks' processing fees ("**EUR Withdrawal Fees**") shall be borne by you entirely.

(d) EUR Withdrawals are subject to our prescribed fees and limits as referenced in the "Fees & Limits" section on the Crypto.com App ([Home]>[Settings]>[About Crypto.com]>[Fees & Limits]), which may be updated from time to time. Upon confirmation by us that your EUR Withdrawal instruction has been effected and the EUR Withdrawal has been made, we will deposit the corresponding value of the withdrawal funds less any EUR Withdrawal Fees to the EUR Withdrawal Bank which may take up to five working days from the date of your instruction.

(e) All EUR Withdrawals are not reversible or refundable, unless we determine in our absolute discretion that it is in our interest to do so, or where we are required to reverse the transaction under the terms of the arrangements between us and our banks, our licensed third-party payment partners and/or other financial institutions (including applicable card scheme or other banking or payment industry rules or regulations) or applicable law or required by any regulatory bodies. If we are required as such, we shall be authorised to give effect to the reversal. In addition, we may, at our absolute discretion, reverse, cancel, void or refuse to process any EUR Withdrawal instructions. In the event your EUR Withdrawal is rejected, any fees already charged by banks, including their intermediary banks, are non-refundable.

(f) 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 EUR Withdrawal instructions (which may include but are not limited to, transactions pertinent to unauthorised or fraudulent transfers previously effected within the App, or transfers made to a closed or blocked bank account) given by you or sent from your account (collectively, "**Erroneous EUR Withdrawal Instruction(s)**"). The erroneous or fraudulent nature of your instruction shall be determined by us based on reasonable evidence. You further agree that if any EUR Withdrawal is required to be reversed due to any Erroneous EUR Withdrawal Instructions: (i) we are entitled to charge an administration fee; and (ii) any other fees incurred from such reversal shall be borne by you entirely.

## **6. Making an EUR Transfer**

(a) You may transfer EUR from your EUR Account to the EUR Account of another eligible Crypto.com App user ("**EUR Transfer Service**") subject to the restrictions below, by following the available instructions and providing the relevant information as requested in the Crypto.com App ("**EUR Transfer**"). By sending us an EUR Transfer instruction through the Crypto.com App, you agree and authorize us to handle and process your EUR Transfer instruction and transfer your EUR to the selected recipient.

(b) The EUR Transfer Service is only available to and between users of eligible territories, at our absolute discretion, and where permitted by law. We reserve the right to update the list of eligible and ineligible territories at any time.

(c) You may not use the EUR Transfer Service for any unlawful, fraudulent, or prohibited purpose, or to transfer funds on behalf of third parties or for commercial purposes unless expressly permitted by us.

(d) EUR Transfers are subject to our prescribed fees and limits as referenced in the "Fees & Limits" section on the Crypto.com App ([Home]>[Settings]>[About Crypto.com]>[Fees & Limits]), which may be updated from time to time.

(e) If your account or your recipient's account is subject to any compliance hold, enhanced due diligence requirement, or other restriction, you may not be able to send or receive EUR Transfers until the restriction is resolved.

(f) Once you confirm and submit an EUR Transfer instruction, it is generally final and cannot be cancelled or reversed, except as required by law or at our absolute discretion. We may, at our absolute discretion, reverse, cancel, void or refuse to process any EUR Transfer instructions.

(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 EUR Transfer instructions (which may include depositing to a wrong recipient EUR Account, transactions pertinent to unauthorized or fraudulent transfers previously effected within the Crypto.com App, any transferred amounts that exceed our prescribed limits) given by you or sent from your account. The erroneous or fraudulent nature of your instruction shall be determined by us based on reasonable evidence.

**7. Limitations on Amounts of Transactions.** The applicable limitations of transactions in your EUR Account are set out in the "Fees & Limits" section on the Crypto.com App ([Home] > [Settings] > [About Crypto.com] > [Fees & Limits]), as may be updated from time to time.

**8. Your Account and/or Device.**

(a) You are solely responsible for the use of your Account according to the terms of this Agreement, and other applicable laws. If you permit another person to have access to your Account and/or EUR Account, use of your Account and/or EUR Account is considered as authorised and you are liable for all transactions made with the EUR Account and all related fees incurred by such person.

(b) You are solely responsible for keeping your password and any other information for your Account safe and for any activity conducted under your Account. You will retain full liability for all losses as a result of failure to do so. Should you discover that your device that is registered by you for use in connection with the EUR Account, your Account and/or EUR Account or your related password(s) 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 through via live Crypto.com in-app chat or at <https://chat.crypto.com/>.

(c) You agree that you will use your EUR Account solely for your own personal use and not for any commercial or business purposes.

(d) A transaction is unauthorised if it is not initiated by you, or you did not give permission to make the transaction. You will not be liable for unauthorised use that occurs after you notify us of the loss, theft or unauthorised use of your Account. You also agree to cooperate completely with us in attempts to recover funds from unauthorised users and to assist in their prosecution. We may issue replacement account(s), but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may have to deactivate your Account to prevent future losses. In all cases, our liability for an unauthorised transaction is limited to reimbursing you for the face amount of the unauthorised transaction with **which we are at fault** and any corresponding fees, except as otherwise required by applicable law.

**9. Your Obligation for Negative Balance Transactions.** Each time you initiate a transaction, you authorise us to deduct the EUR funds available in your EUR Account by the amount of the transaction and all associated fees (if any). You are not allowed to initiate a transaction that exceeds the available amount in your EUR Account through an individual transaction or a series of transactions (creating a "**negative balance**"). Nevertheless, if any transactions cause the balance in your Account to go negative, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. You agree to pay us promptly for the negative balance and any related fees. We also reserve the right to cancel your Account if you create one or more negative balances with your Account.

**10. Limitation of Services; Termination.**

(a) We may, in our sole and absolute discretion and by giving you no less than two months' notice, terminate, suspend or limit your use of the EUR Account, including cancelling, reversing, suspending,

limiting or prohibiting any suspicious or questionable transactions: (i) in the event of any breach by you of this Agreement or any other applicable terms; (ii) for the purposes of complying with Applicable Laws or where there are any changes in Applicable Laws; (iii) 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); (iv) to remedy the effects of any defect in or compromise to any information system upon which we rely on; (v) 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 (vi) in our absolute opinion that an order or transaction has been executed based on an aberrant value.

(b) 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 EUR Account for any reason whatsoever. Any suspension or termination of your use of the EUR Account 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.

(c) If you would like to cancel your EUR Account and/or the use of your Account, you may do so by contacting us via live Crypto.com in-app chat or at <https://chat.crypto.com/>. If you cancel your Account, you must zero out your Account balance before closing your Account. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Account. Our cancellation of account privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Account through no fault of yours and/or when your Account has a balance, you are entitled to recover such balance unless we are prohibited by law or a court order to release such balance or where we have reasonable grounds to suspect that such balance was obtained through fraud or any unlawful means or connected with any criminal activities.

(d) We reserve the right to limit, at our sole discretion, the provision of any services to any person or in any location if such services are unavailable to such person or in such location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

**11. Confidentiality.** We may disclose information about your Account or the transactions you make using your Account to other third parties: (i) in order to comply with government agency, regulatory authority, court order, or other legal reporting requirements; (ii) if you give us your written permission; (iii) to our employees, auditors, affiliates, service providers, or attorneys as needed; and (iv) as otherwise provided in our Privacy Notice.

**12. In Case of Errors, Complaints or Questions about your Account.** Please contact us via live Crypto.com in-app chat or at <https://chat.crypto.com/>. Whilst we strive to respond to you as soon as possible, for more complicated issues, it may take us up to 45 days to resolve and get back to you. You accept and agree that We shall not be responsible for any loss and damage incurred during such period.

**13. Limitation of Liability.**

(a) THE EUR ACCOUNT IS PROVIDED "AS IS" AND "AS AVAILABLE". EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, 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 THIS AGREEMENT. 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.

(b) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR ANY OF OUR REPRESENTATIVES BE LIABLE TO YOU: (I) 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; (B) YOUR INABILITY TO COMPLETE A TRANSACTION AS A RESULT OF INSUFFICIENT FUNDS IN YOUR ACCOUNT OR YOUR FUNDS ARE SUBJECT TO LEGAL PROCESS OR OTHER ENCUMBRANCES RESTRICTING THEIR USE, THROUGH NO FAULT OF OURS; (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; (E) USE OF THE SERVICES BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORIZED BY YOU; (F) ACCESS TO YOUR ACCOUNT BEING BLOCKED AFTER YOU REPORTED YOUR PASSWORD OR ANY OTHER INFORMATION OF YOUR ACCOUNT/EUR ACCOUNT LOST OR STOLEN, (G) A REASON TO BELIEVE THAT THE REQUESTED TRANSACTION IS UNAUTHORISED; (iii) CAUSED BY US DUE TO OUR COMPLIANCE WITH APPLICABLE LAWS, COURT ORDERS, AND/OR CARD NETWORK RULES; AND (II) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT 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 THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) In any case, our total liability arising out of or in connection with the provision of any service under this Agreement shall be limited to your EUR Account balance as of the date your claim arises.

(d) 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).

(e) Nothing in this Agreement shall operate to limit or exclude any liability for fraud or for death or personal injury resulting from negligence.

**14. Indemnification.** You agree to indemnify and hold us, each of our affiliates and 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) failure to provide complete, accurate and up to date information to us; (b) your breach of any of the terms of this Agreement; (c) your use of the App and/or the EUR Account; (d) your violation of any law, rule or regulation of any jurisdiction, or the rights of any third party; and (e) any transactions resulted from your wilful default, fraud, gross negligence, or breach of this Agreement.

**15. Amendment and Variation.**

(a) We may amend this Agreement, including fees and charges, by giving you no less than two months' notice in writing. We will post such updates on the App. Such updated Terms will take effect immediately upon posting on the App, unless otherwise specified by us. 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 to inform yourself of any such changes.

(b) If you object to the proposed amendments, you have the right to terminate this Agreement 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 this Agreement 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 this Agreement by any means by you, shall not affect any rights or obligations that have already arisen at the date of the termination.

**16. Transfer, Assignment or Delegation.** This Agreement, and any rights and obligations hereunder 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 restriction, including without limitation to any of our affiliates or subsidiaries, or to any successor in interest of any business associated with the EUR Account. Any attempted transfer or assignment in violation hereof shall be null and void.

**17. Severability and Waiver.**

(a) This Agreement shall not be waived in whole or in part except where agreed by all parties in writing

(b) If any provision of this Agreement 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 this Agreement 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.

(c) The delay of enforcement or the non-enforcement of any of the provisions of this Agreement 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 provision of this Agreement.

## **18. Entire Agreement.**

(a) This Agreement 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). Each party acknowledges that in agreeing to this Agreement it does not rely on any statement, representation, warranty, or understanding other than those expressly set out in this Agreement.

(b) This Agreement is concluded in the English language and all communications including any notices or information being transmitted shall be in English. In the event that this Agreement or any part of it is translated (for any proceedings, for your convenience or otherwise) into any other language, the English language text of this Agreement shall prevail.

(c) Notwithstanding the foregoing, in the event that there are conflicts between this Agreement and the App T&Cs on aspects relating to the EUR Account, this Agreement shall prevail; on aspects relating to the use of the App, the App T&Cs shall prevail.

**19. Notices and Communications.** By using the EUR Account, you agree that we may provide you with any notices or other communications relating to your use of the EUR Account electronically via email, SMS message, or telephone call (to the email address or phone number that you provide), or by posting to our website at [www.crypto.com](http://www.crypto.com). For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. Notices to us should be sent electronically via live Crypto.com in-app chat or at <https://chat.crypto.com/>.

**20. Third-Party Rights.** Other than any entities within the Crypto.com group, a person who is not a party in this Agreement has no right to enforce any of this Agreement.

## **21. Governing Law and Jurisdiction.**

(a) This Agreement shall be governed by and construed in accordance with the laws of Malta without regard to any choice or conflict of laws rules.

(b) Any dispute, controversy or claim, whether contractual or non-contractual, arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, or any other issue which shall arise in virtue of this Agreement, 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 Section shall take place in the English language. The number of arbitrators shall be one, to be appointed by agreement between the parties to the proceedings. Failing such agreement

within fourteen (14) days from the due notification of a written request to concur in the appointment of the arbitrators, appointment shall take place by the Chairman of the Malta Arbitration Centre.