CRYPTO.COM – Tokenized Stocks Terms and Conditions

Last Update: 11 August 2026

1. Introduction

Foris Capital CY Limited, a company registered in the Republic of Cyprus, with registration number HE 348194, having its registered office at 47 Ioanni Kondylaki Street, Q Tower, Floor 5, CY 6042, Larnaca, Cyprus (“**Foris Capital CY LTD**” or “**FCCY**”) (formerly known as A.N. Allnew Investments Ltd) is authorised and regulated by the Cyprus Securities and Exchange Commission (“**CySEC**”) as a Cypriot Investment Firm (“**CIF**”) with licence number **344/17** under the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017), as amended, implementing the EU Markets in Financial Instruments Directive II 2014/65/EU (“**MiFID II**”) in Cyprus. Foris Capital CY Ltd provides investment and ancillary services and activities within the scope of its authorisation. Foris Capital CY Ltd has passported those MiFID II activities to certain other EEA jurisdictions on a freedom of services basis. Details of the licensed services and activities that Foris Capital CY Ltd is permitted to conduct can be found on the CySEC website at: .
The contact details of CySEC are as follows: Office address: 19 Diagorou Str., CY-1097 Nicosia, Cyprus (P.O BOX 24996, 1306 Nicosia, Cyprus). Telephone: +357 22506600. Email: info@cysec.gov.cy.
Foris Capital CY Ltd does not provide investment, legal or tax advice. You should consult your financial advisor, legal or tax professional regarding your specific situation and financial condition, and carefully consider whether investing, trading and/or holding the Tokenised Stocks is suitable for you.

1.1 The Tokenized Stocks Services (described below) are provided to you by Foris Capital CY Ltd (together with its affiliates, "Crypto.com"). The Tokenised Socks Service constitutes an investment service provided in accordance with applicable MiFID II requirements.

1.2 These ("**Tokenized Stocks Terms**" or “**Terms**”), together with any express consents given by you from time to time, and any documents we referenced to or incorporated herein, govern your use of the Tokenized Stock Services and constitute the agreement we have with you (“**Agreement**”).

1.3 By using the Tokenized Stock Services and/or completing the sign-up process, you are entering into a binding contract with FCCY and shall be deemed to have expressly read, understood and agreed to be bound by the terms of the Agreement. You also confirm that you have knowledge of the English language which is sufficient for you to be able to use the Tokenized Stock Services, fully understand these Terms and any other documents that form part of the Agreement.

1.4 These Terms apply in addition to and must be read together with the following: a) the Crypto.com App terms and conditions (“**App Terms**”) you have entered into with Foris DAX MT Limited, which you accepted to gain access to the Crypto.com App (“**Crypto.com App**” or “**App**”), b) the Cash (EUR) Account terms and conditions (“**EUR Account Terms**”) you have entered into with Foris MT Limited, which you accepted to gain access to the EUR Account

1.5 In the event of any inconsistency between these Terms and the App Terms or EUR Account Terms in relation to the provision and use of the Tokenized Stock Services, these Terms shall prevail. Please take the time to read and understand these Terms before using the Tokenized Stock Services so that you are aware of your legal rights and obligations.

1.6 FCCY provides the Tokenized Stock Services solely as described in these Terms and within the scope of its CIF authorisation. Any activity relating to virtual assets, digital tokens, cryptocurrencies, or other features that may appear in the App are provided, if at all, by other group entities under separate terms and conditions.

1.7 These Tokenized Stocks Terms incorporate within them as though they were fully restated herein, the provisions of the following terms and policies: (i) our privacy notice as accessible at the following link:

https://crypto.com/privacy/global/html ("**Privacy Notice**") and; (ii) our cookies policy accessible at the Cookies Consent banner on our Site.

1.8 By agreeing and accepting these Tokenized Stocks Terms, you confirm that you:

(a) have read, understood and agreed to our policies and disclosures, as available on our website here, as follows:

- Best Execution and Order Handling Policy;
- Investor Compensation Fund Policy;
- Risk Disclosure;
- Conflicts of Interest Policy;
- Client Categorization Policy;
- Complaints Handling Policy.;
- Tokenized Stocks Corporate Action Policy; and
- Tokenized Stocks FAQs.

(b) fully understand the risks associated with the Tokenized Stocks Services and/or have sought independent investment, financial, legal, tax and other necessary professional advice before using the Tokenized Stocks Services.

2. Definitions and Interpretations

2.1 The following terms used in these Terms shall have the following meaning(s):

"**Applicable Laws**" means all laws, regulations, rules, directives, orders, and regulatory guidance applicable to you, us, and the Tokenized Stocks service.

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for normal banking business in Cyprus.

"**Consumer**" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

"FX Conversion" means the purchase and sale of one currency against another to support orders, collateral, settlement, fees, distributions, or withdrawals under these Tokenized Stocks Terms.

"**Key Information Document and Offering Documents**" means key information relating to the relevant Tokenized Stock, including the prospectus, key investor information document, and any other offering or disclosure documents made available to you via the Crypto.com App.

"**Mint**" or "**Minting**" means the creation of Tokenized Stocks by or on behalf of Foris Capital CY Ltd following acceptance of an instruction and settlement of any required consideration.

"**Redeem**" or "**Redemption**" means the burning, cancellation or removal from circulation of Tokenized Stocks by or on behalf of Foris Capital CY Ltd following acceptance of an instruction and settlement of any required consideration.

"**Reserve Assets**" has the meaning provided in clause 12.1.

"**Securities Broker**" means broker or service provider(s) for the sourcing and acquisition of the Underlying Securities as specified by Foris Capital CY Ltd from time to time.

"**Tokenized Stocks**" means ledger-based derivatives (i.e. derivatives in the form of digital tokens on a distributed ledger or blockchain) and issued by Foris Capital CY Ltd made available on supported blockchain networks that reference and provide economic exposure to the price performance of the relevant Underlying Security, and which confer no ownership, voting, dividend or other shareholder rights in the Underlying Security.

"**Tokenized Stocks Services**" has the meaning provided in clause 6.

"**Underlying Security**" means, as applicable, a stock/share, exchange-traded fund, product or other financial instrument referenced by a Tokenized Stock, as specified by us from time to time.

"**we/us/our**" means Foris Capital CY Ltd;

"**you/your**" means the Crypto.com App user who uses the Tokenized Stocks Services.

2.2 Other capitalised terms used but not defined herein shall have the meanings given to them in the App terms and conditions and/or the applicable FAQs.

3. Eligibility

3.1 To be eligible to use the Tokenized Stocks Services, you must:

(a) be an existing Crypto.com App user and remain at all times in compliance with the App Terms;

(b) have a Crypto.com App account that is not suspended, restricted, terminated or otherwise;

(c) be at least 18 years of age or the legal age of majority in the jurisdiction in which you reside to have the necessary legal capacity, right, power and authority to accept these Tokenized Stocks Terms;

(d) not be located in, under the jurisdiction of, or a national or resident of any of the countries, states and jurisdictions listed in the Tokenized Stocks FAQs;

(e) have the requisite and necessary experience and risk tolerance for using the Tokenized Stocks Services, and have the experience and knowledge to invest in non-guaranteed financial products;

(f) not be, and not have a principal or beneficial owner who is or is involved with any third party, which is subject to or the target of any sanctions imposed by any government or supranational body, including without limitation those imposed by the United Nations, the European Union, any EU country, the UK Treasury, the U.S. Office of Foreign Assets Control, the Bureau of Industry and Security or the U.S. Department of State;

(g) be the beneficial owner of, and have all right, title and interest in, the assets which you intend to use for the Tokenized Stocks Services.

3.2 You represent and warrant that you meet the eligibility criteria above, and that your use of the Tokenized Stocks Services will not violate any applicable laws in your respective jurisdiction, or these Terms, or the rights of any third party.

3.3 Access to the Tokenized Stocks Services is subject to geographic restrictions. We may at any time restrict, suspend, or discontinue the Tokenized Stocks Services in any jurisdiction (or to any user) for any reason, including in response to regulatory or legal considerations. You are responsible for ensuring that your use of the Tokenized Stocks Services is, and remains lawful despite changes to any applicable laws, your domicile and circumstances. Failure to do so shall be deemed a breach of contract, giving rise to our right to seek any damages, immediately terminate the Tokenized Stocks Services or other services provided to you, and/or to seek any other remedy available to us under the Agreement and/or any applicable laws.

3.4 Notwithstanding your meeting the eligibility criteria above, we reserve the right to refuse your request to use and/or to suspend your use of the Tokenized Stocks Services at any time in our sole discretion, with or without notice to you. Further, we reserve the right to change the eligibility criteria at any time with or without notice to you. If we become aware that you are ineligible otherwise determine that that you are in violation of these Terms and/or the Agreement, we may request that you take follow-up action, suspend your use of the Tokenized Stocks Services immediately without notice, ban you from using any of our or our affiliates' products and services and/or take any other reasonable action in the circumstances. In the event that use of the Tokenized Stocks Services is refused or suspended, you acknowledge that you may not be able to use or have access to your Tokenized Stocks.

4. Appropriateness Assessment

4.1 Tokenized Stocks are complex instruments that carry a high level of risk. Tokenized Stocks are intended for traders who have sufficient experience and/or knowledge in trading such instruments and are able to understand and accept the associated risks. Therefore, we have to assess whether Tokenized Stocks are appropriate for you before you can start trading Tokenized Stocks (the "**Appropriateness Assessment**"). Prior to granting access to Tokenized Stocks, we will conduct the Appropriateness Assessment, in accordance with MiFID II requirements, by asking you to provide relevant information about your knowledge and experience relevant to trading Tokenized Stocks. Access may be restricted where the Appropriateness Assessment indicates that Tokenized Stocks are not appropriate for a client. A warning may be provided where insufficient information is supplied.

4.2 It is therefore important and in your best interest that you provide us with up-to-date, accurate and complete information and inform us immediately of any changes.

4.3 You confirm and understand that you will be solely responsible for all your decisions to trade if you decide to proceed with trading Tokenized Stocks despite receiving our warning that this instrument is not appropriate for you.

4.4 Before accessing the Tokenized Stocks Services, you will be classified by us as one of the following: a retail client, a professional client, elective professional client or eligible counterparty, in accordance with applicable law and our Client Categorisation Policy. Retail clients receive the greatest level of regulatory protection under the applicable rules and regulations and you will be classified as a retail client unless otherwise notified. You will receive notification of your classification once your account is opened. If you do not agree with your classification, you can apply for a reclassification. Elective professional clients have the right to request a reclassification to a client classification that is entitled to a higher level of protection. The information that you provide to us is relied upon by us when processing your account application, classifying and dealing with you. You need to inform us immediately in writing of any changes (e.g. change of address, contact details, change in employment or financial status, bank/credit details).

5. Pre-Investment Information, Key Information Document and Offering Documents

5.1 Before making any deposit or investment through Tokenized Stocks, you must review and understand the Key Information Document and Offering Documents relating to the Tokenized Stock made available through the Tokenized Stocks Services. The Key Information Document and Offering Documents contain essential information regarding:

(a) the investment strategy, objective, and policy of the Tokenized Stocks;

(b) the risk profile and risk indicators;

(c) the fees, charges, and expenses applicable to the Tokenized Stocks;

(d) the dealing procedures, cut-off times, and settlement cycles;

(e) historical performance data; and

(f) other material characteristics of the Tokenized Stocks.

5.2 Foris Capital CY Ltd makes the Key Information Document and Offering Documents available to you via the Crypto.com App in electronic form. By proceeding to deposit funds and submit a subscription instruction, you confirm that: (a) you have received the applicable Key Information Document and Offering Documents in a durable medium; (b) you have read and understood their contents; (c) you consent to their electronic delivery; and (d) you have had sufficient time and opportunity to consider the information contained therein.

5.3 You acknowledge that you are solely responsible for reviewing and understanding the Key Information Document and Offering Documents before investing, and that Foris Capital CY Ltd bears no responsibility for your failure to do so.

5.4 The Key Information Document and Offering Documents are prepared by Foris Capital CY Ltd and may be updated from time to time. You are responsible for reviewing any updated documents made available to you. Continued participation in Tokenized Stocks following receipt of updated Key Information Document and Offering Documents shall constitute your acceptance of the updated terms and information.

6. Tokenized Stocks Services

6.1 The Tokenized Stocks Services enable eligible users to buy, sell, hold, and transfer Tokenized Stocks via the Crypto.com App. Tokenized Stocks provide economic exposure to the value of an Underlying Security; however, ownership of a Tokenized Stock does not confer any ownership or rights in the Underlying Security, including voting, dividends or distribution entitlements, information, or any residual or liquidation rights. Your exposure is limited to price performance and any discretionary rewards we may grant as described below. Tokenized Stocks are fully funded derivative products. You must pay the full value of the Tokenized Stocks in cash when you purchase them under these Terms. We do not provide leverage or margin in respect of Tokenized Stocks under these Terms, and market losses on your Tokenized Stocks positions will not exceed the amount you have paid to acquire them.

6.2 Foris Capital MU Limited is responsible for procuring eligible Underlying Securities from the Securities Broker for its own account and separately issuingTokenized Stocks on supported blockchain networks that reference and provide economic exposure to the price performance of the corresponding Underlying Security. Tokenized Stocks do not represent and are not backed by any ownership, proprietary or security interest in the Underlying Security.

6.3 Tokenized Stocks cannot be transferred by you to any third party or to any external wallet or trading venue. Positions may only be opened and closed through the Crypto.com App, except where we expressly permit otherwise.

6.4 Foris Capital CY Ltd acts as (i) a principal when it Mints and sells Tokenized Stocks to its users; (ii) , and (iii) a principal when it buys or sells Tokenized Stocks from or to its users on its own account for secondary liquidity.

6.5 We may make available different types of Tokenized Stocks. The availability of any Tokenized Stock is determined by us at our sole discretion, may vary by jurisdiction, and may be changed, suspended, or discontinued at any time without notice, subject to applicable laws.

6.6 You agree that our affiliate(s) may act as intermediate or facilitate settlements or transactions pursuant to these Terms.

6.7 We do not provide any investment, financial, legal, tax, or similar advice or personal recommendation in relation to Tokenized Stocks Services (non-advised services) and you remain fully responsible for all investment decisions and actions pertaining to Tokenized Stocks transactions you enter into via the Crypto.com App. Any information received from us or available on the Crypto.com App or our website, including market data, should not be understood as advice or treated as such. All such information and documents were provided to you without taking into consideration your personal circumstances.

7. Minting and Redemption

7.1 All Minting and Redemption are subject to these Terms as published by us from time to time. Minting occurs when Foris Capital CY Ltd issues Tokenized Stocks. Redemptions allow holders to return Tokenized Stocks to Foris Capital CY Ltd in exchange for the economic value of the Underlying Security. Foris Capital CY Ltd will manage its resulting exposure in accordance with its internal hedging practices.

7.2 Users may submit Mint or Redemption instructions to Foris Capital CY Ltd via the Crypto.com App or approved channels. We may specify submission channels, formats, and cut-off times for instructions; instructions received after a cut-off may be processed on the next business day (or rejected). We may require a pre-funding amount or settlement margin, and we may place limits on the number, size, or frequency of instructions. We may decline, suspend, or cancel instructions where we consider it necessary or appropriate for risk, operational, market, or compliance reasons. Our determinations (acting reasonably and in good faith) are final and binding, subject to applicable laws. Cut-off times, minimum/maximum sizes, suspension rights, fees, settlement assets, and other conditions may differ by Tokenized Stock and jurisdiction.

7.3 You authorise us to communicate your instructions and any necessary information to relevant service providers and to receive any Tokenized Stocks or proceeds on your behalf for onward credit to your account, subject to our operational processes.

8. Custody of Underlying Securities and Tokenized Stocks

8.1 Custody is segregated along two dimensions:

(a) the Underlying Securities will be held with the Securities Broker under its custodial arrangements for the benefit of Foris Capital CY Ltd, to support and evidence the backing of the Tokenized Stocks; and

(b) the Tokenized Stocks will be recorded on-chain for the benefit of each user, with Foris Capital CY Ltd maintaining appropriate books, records, reconciliations and controls to align on-chain positions with off-chain reserve holdings.

8.2 For the avoidance of doubt, no Tokenized Stock holder has any proprietary, beneficial, trust, or security interest in the Underlying Securities held under this custodial arrangement.

9. Corporate Actions and Market Disruptions

9.1 Where corporate actions occur in respect of an Underlying Security (for example, stock splits, consolidations, mergers, spin-offs, or cash/stock dividends), we will determine, in our sole discretion and acting in a commercially reasonable manner subject to applicable laws, the consequential adjustments (if any) to Tokenized Stocks and any discretionary rewards. We may, but are not obliged to, grant you additional rewards or adjustments linked to corporate actions, and we may take any steps we deem appropriate to maintain economic exposure or protect the integrity of the service (including suspending trading, rebalancing, or amending product parameters). Any such rewards are not guaranteed, may be conditional, and may differ from the treatment of holders of the Underlying Security.

9.2 In the event of market disruption, trading halts, illiquidity, or foreign exchange disruption affecting sourcing or settlement, we may delay, suspend or cancel pending instructions, restrict access, or adjust pricing or settlement until normal conditions resume, acting in good faith and consistent with market practice.

9.3 We are not responsible for delays, shortfalls, or losses arising from relevant service providers' actions or omissions, market conditions, blockchain events, or other factors outside our control.

9.4 Further details regarding the treatment of corporate actions are set out in the Corporate Actions Policy.

10. Fees and Charges

10.1 We may charge fees and/or spreads related to Minting, Redemption, holding, or transfer of Tokenized Stocks, as well as network or third-party charges. We may collect Pass-Through Services fees and/or fees on behalf of other service providers where applicable. Fees and any changes will be disclosed via the App and relevant FAQs or otherwise communicated by us and may be updated from time to time. All fees, charges and costs will be disclosed in accordance with MiFID II cost and charges disclosure requirements.

11. Currency and FX Conversion

11.1 Tokenized Stocks, related collateral, cash settlement, and fees are denominated in US dollars (USD). If your account balance or deposited assets are not in USD, you authorise us to arrange for the conversion of non-USD funds into USD (and, where applicable, from USD into your account currency) to facilitate (a) placement and settlement of orders, (b) posting and release of collateral, (c) payment of fees, charges, and adjustments, and (d) distributions or withdrawals.

11.2 FX Conversions may be executed by us, an affiliate, or a third-party liquidity provider at a rate determined by reference to prevailing market rates available to us at the time of conversion, which may include a spread or markup. We may use aggregated or streamed pricing, and different rates may apply across products or at different times.

11.3 FX Conversions may occur before, during, or after order execution, margining, settlement or withdrawal events. We may round amounts to a reasonable number of decimal places and, where applicable, perform multiple partial conversions to meet funding or settlement requirements.

11.4 You bear all foreign exchange risk, including the risk that the value of your non-USD assets may fluctuate against USD between the time an order is placed, executed, margined, or settled, and the time a conversion is completed. We are not responsible for losses arising from currency movements, liquidity constraints, market volatility, or delays attributable to third-party systems.

11.5 Unless we notify you otherwise, confirmations and statements for Tokenized Stocks will be provided in USD. Where we display non-USD equivalents, such figures are indicative only.

11.6 If a FX Conversion is reversed, corrected, or adjusted (for example, due to a cancellation, rejection, or error), you authorise us to perform offsetting conversions at then-prevailing rates. You remain responsible for any shortfall resulting from rate movements.

11.7 If a FX Conversion results in an insufficient balance in any currency, you must promptly fund any shortfall. We may, without notice, convert available balances in other currencies to cure any deficit.

11.8 FX Conversions may affect returns and may result in gains and losses independent of movements in the Underlying Security.

12. Reserve Assets and Hedging

12.1 In connection with the issuance of Tokenized Stocks, Foris Capital CY Ltd will purchase hold or otherwise maintain, for its own account, Underlying Securities and/or other assets (the "**Reserve Assets**") with an aggregate value that Foris Capital CY Ltd determines and seeks to maintain by reference to the then-current value of outstanding Tokenized Stocks. The Reserve Assets are assets of Foris Capital CY Ltd held to enable Foris Capital CY Ltd to hedge its economic exposure under the Tokenized Stocks it has issued, and may include Foris Capital CY Ltd's claims for delivery of Underlying Securities against its counterparties and, during the settlement period for the purchase and delivery of Underlying Securities, cash positions corresponding to the payment amount for that settlement period. No Tokenized Stock holder is granted any security interest, charge, pledge, trust, proprietary interest or other preferential claim over the Reserve Assets, and a Tokenized Stock holder's rights in respect of the Reserve Assets are solely contractual rights against Foris Capital CY Ltd. They are unsecured and do not constitute any legal, equitable or beneficial interest in any Reserve Assets.

12.2 Foris Capital CY Ltd shall monitor the value of the Reserve Assets against the value of outstanding Tokenized Stocks at least once per business day and shall use reasonable efforts to increase or reduce the Reserve Assets to reflect any material variance within the following business day. This is an internal risk management practice conducted for Foris Capital CY Ltd's own account and does not create or evidence any proprietary or security interest in favor of Tokenized Stock holders.

12.3 For the avoidance of doubt, temporary variances between the value of Reserve Assets and the value of outstanding Tokenized Stocks arising from ordinary hedging practices, settlement timing, market hours, or periods when relevant markets are closed (including weekends and public holidays) shall not constitute a breach of these Terms, provided that Foris Capital CY Ltd uses reasonable efforts to address any material variance within the timeframes set out in clause 12.2.

13. Risk Disclosure Statement

13.1 Tokenized Stocks involve significant risks and may not be suitable for all investors. Key risks include:

(a) General risk: Tokenized Stocks involve significant risks and may not be suitable for all investors. You may lose all of your invested capital. You are solely responsible for your investment decisions and should obtain independent legal, tax and financial advice. Past performance is not indicative of future results.

(b) Market and volatility risk: Prices of Tokenized Stocks may be volatile, influenced by the Underlying Security, broader market conditions, and other factors, and may change rapidly and unpredictably.

(c) Liquidity risk: You may be unable to buy or sell Tokenized Stocks when desired or at favorable prices due to insufficient demand or market conditions.

(d) Platform and operational risk: Trading utilises complex systems that may suffer downtime, failures, cyber events, or other disruptions, which can impact order submission or execution.

(e) Legal and regulatory risk: Laws and regulations relating to tokenised assets and underlying instruments are uncertain and evolving. We may be required to restrict or terminate the Tokenized Stocks Services (or aspects of it) in one or more jurisdictions without notice.

(f) No shareholder rights: Tokenized Stocks do not confer ownership, voting, dividends, information rights, or any legal claim to Underlying Securities. Returns may differ from direct holding due to fees or product parameters.

(g) Counterparty risk: If any third-party custodian or service provider involved in the reference or issuance structure fails or becomes insolvent, you may suffer delay, shortfall, or loss.

(h) Issuer risk: Tokenized Stocks are unsecured contractual obligations of Foris Capital CY Ltd. You do not have any proprietary, beneficial, or security interest in the Underlying Securities, Reserve Assets, or other assets held by Foris Capital CY Ltd to hedge its exposure under the Tokenized Stocks. In the event of the insolvency, winding-up, or default of Foris Capital CY Ltd, you will rank as an unsecured creditor and may lose some or all of the value of your Tokenized Stocks.

(i) Cybersecurity: Virtual assets and platforms may be subject to hacking, malware, denial of service and other attacks; remedies or compensation are not guaranteed.

(j) Compensation schemes: Foris Capital CY Ltd is a member of the Investor Compensation Fund for Clients of Cyprus Investment Firms (the "ICF"), subject to the ICF rules and eligibility under applicable laws. You may be eligible for protection under the ICF in respect of certain Tokenised Stocks Services, subject to the applicable terms, eligibility criteria and limits (currently up to €20,000 or 90% of the claimed amount, whichever is lower, per person). Such schemes do not protect you against losses arising solely from a fall in the value of Tokenised Stocks or the Underlying Securities. Further details are set out in our Investor Compensation Fund Policy and/or from the ICF publications.

(k) Tax: You are solely responsible for all taxes arising from your use of the Tokenized Stocks Services, including any gains or income. We may make filings or reports as required by law, but we do not provide tax advice.

(l) Redemption process risk. Minting and Redemption instructions may be delayed, suspended, rejected, or partially fulfilled, including due to cut-off times, market hours, liquidity constraints, operational incidents, or compliance checks. You may receive fewer Tokenized Stocks or proceeds than expected or at a different time or valuation than anticipated.

(m) Blockchain and settlement risk: Transactions may depend on one or more blockchain networks. Network congestion, forks, bugs, validator failures, gas fee spikes, or other events may delay or prevent settlement, or result in permanent loss.

(n) Price sources, tracking error and oracles. Tokenized Stocks may reference external price sources. Tracking error, stale prices, outages, calculation methodologies, or oracle failures may cause prices to diverge from the Underlying Security.

(o) Suspension, delisting and corporate events: We may suspend, restrict, or delist a Tokenized Stock. Corporate actions on the Underlying Security may be handled differently from the primary market and may result in adjustments, cash substitutes, or no action.

(p) Stablecoin/fiat conversion risk: Where settlement uses stablecoins or fiat conversions, you may be exposed to conversion spreads, depegging, bank and payment system risks, or delays.

(q) Conflicts of interest. We, or our Affiliates, may have commercial arrangements, positions, or roles that create conflicts (e.g., as liquidity providers or service providers). We may take actions to manage risk or comply with laws that affect your positions.

14. Representations and Warranties

14.1 In addition to the representations and warranties you gave in the App Terms and Cash Account Terms, you represent and warrant that you are:

(a) not located in (whether temporarily or permanently) a jurisdiction where it may be unlawful to access our Tokenized Stocks Services; and

(b) not connected with the issuer of any Underlying Security of the Tokenized Stocks in respect of which you have subscribed, including as a director, employee, agent, contractor or professional adviser of such issuer.

16.2 Nothing in these Terms excludes or restricts any rights that cannot be excluded under applicable EEA consumer protection laws.

15. Authorised Persons

15.1 You are not permitted to act as an agent or representative of any person in relation to the Tokenized Stocks Services. That means that you are the only customer of ours for all purposes and you are solely responsible for performing all your obligations under this Agreement.

16. Availability of the Tokenized Stocks Services and Prohibited Activities

16.1 Without limiting our rights herein, we may at any time: refuse any request to access the Tokenized Stocks Service; change eligibility criteria; close, suspend, limit, or restrict your access; change, update, remove, cancel, suspend, disable, or discontinue any feature, component, content, or incentive; adjust fees or spreads; and/or place parameters or limits on orders or positions.

16.2 Although we will use all reasonable care and skill to make our Tokenized Stocks Services and Crypto.com App Services available when required by you, we cannot guarantee that our Crypto.com App and/or Tokenized Stocks Services will be available all the time. We also cannot guarantee that they will be without interruption, error free, or will meet your individual requirements, or compatible with your hardware or software.

16.3 Nothing in these Terms excludes liability where such exclusion is prohibited by applicable law. We will not be liable to you for any loss, damages, expenses or other costs which arise as a result of our Tokenized Stocks Services being unavailable due to technical issues or otherwise, unless such loss, damages, expenses or other costs is a direct result of our fraud, wilful act or gross negligence.

16.4 Where the Tokenized Stocks Services and/or the Crypto.com app is or are unavailable as a result of scheduled or urgent maintenance work, we will make reasonable efforts, where practicable, to give you advance notice of that unavailability.

16.5 You are responsible for making sure that you are able to access our Tokenized Stocks Services when you need to. This includes having access to a device that can connect to our Crypto.com App, maintaining the device so that it functions properly, safely and securely and having adequate internet connectivity. Your access to the Crypto.com App can be interrupted by a weak internet connection or an outdated version of the Crypto.com App. You should ensure that, when using the Crypto.com App, you are connected to a reliable and stable network and your Crypto.com App is always updated to the latest available version.

16.6 You understand that we might suspend access to the Crypto.com App and/or Tokenized Stocks Services in the circumstances described in these Tokenized Stocks Terms.

16.7 In connection with the Tokenized Stocks Service, you must not: violate any applicable laws; provide false, misleading, or inaccurate information; attempt unauthorized access; interfere with systems; engage in data mining or scraping; infringe intellectual property rights; introduce harmful code; or unduly burden or hinder our services.

16.8 You may submit complaints using the complaints procedure available on the Foris Capital CY Ltd website. Complaints will be handled in accordance with CySEC requirements and the Complaints Handling Policy. Where applicable, you may refer unresolved complaints to the Financial Ombudsman of the Republic of Cyprus.

17. Suspension and Termination

17.1 If you are a Consumer, because your agreement with us is a distance contract, you have the right under the Distance Marketing Directive as implemented in Cyprus or the EEA jurisdiction in which you are resident, to withdraw from these Terms, within 14 days of (a) accepting it, or (b) the date that you accessed these Terms incorporating the information required by the Directive as implemented, whichever is later. If you do not cancel the Terms during the 14-day period they will continue until they are terminated in accordance with their terms. Should you wish to cancel these Terms, please contact us at compliance.cy@crypto.com. You will not be charged for cancellation or termination of these Terms in accordance with this section, although you will be required to pay any amounts owed to us and from the date of cancellation you will no longer be able to use our services.

17.2 You may terminate your participation in Tokenised Stocks by redeeming your holdings at any time. All such redemptions will be processed by reference to the applicable redemption provisions of these Terms.

17.3 Foris Capital CY Ltd may, at its discretion and with notice where practicable, suspend, restrict, or terminate your access to Tokenised Stocks, in whole or in part, where it determines that such action is necessary or appropriate, including but not limited to the following circumstances: (a) where required by applicable law, regulation, court order, or regulatory directive; (b) where you are in breach of these Terms or any other agreement with Foris Capital CY Ltd or its affiliates; (c) where continuing to provide access would be unlawful or would expose Foris Capital CY Ltd to material regulatory, legal, operational, reputational, or financial risk; (d) where operational, security, compliance, risk management, or internal policy considerations justify such action.

17.4 Foris Capital CY Ltd shall not be liable to you for any loss, cost, or damage incurred as a result of suspension or termination in accordance with this clause. Any suspension or termination shall be without prejudice to the rights and obligations of the parties accrued as at the effective date of such action.

18. Indemnification

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

19. Records and Reporting

19.1 From time to time we may be subject to requirements to report trades made via Foris Capital CY Ltd under applicable law, including but not limited to the European Market Infrastructure Regulation No. 648/2012 on derivatives and all related delegated, supplementing or successive regulations, as amended ("EMIR"), Markets in Financial Instruments Regulation ("MIFIR") regulation (EU) No 600/2014 and under applicable CySEC rules (the "Reportable Transactions"), as may be applicable. Where we are subject to such reporting obligations, you irrevocably authorise us to report all of your Reportable Transactions to CySEC or any other applicable reporting entity, as may be required and to promptly provide us with all information which we request in order to comply with our obligations. Where such reporting obligations apply, when reporting information in relation to your Reportable Transactions, we will assume – unless you notify us to the contrary – that you have not exceeded the clearing thresholds specified under EMIR.

19.2 We will provide you with adequate reporting on your orders. For this reason, we will provide you with online access to the Crypto.com App, which will provide you with sufficient information in order to comply with CySEC rules and applicable laws in regard to client reporting requirements. Due to the omnibus nature of trade execution and the aggregated order handling process of Foris Capital CY Ltd, detailed trade-level confirmations specifying the exact time and price at which your individual subscription or redemption was executed will not be provided.

19.3 Account statements and confirmations are available to you via the Crypto.com App where the statements are stored. A statement of account or certification or confirmation issued by us in relation to the Tokenised Stocks Services or other matters will be final and binding absent manifest error, unless you notify Foris Capital CY Ltd of a dispute or query within a reasonable period after becoming aware of the issue (and in any event within any applicable limitation period under Applicable Laws).

20. Amendment and Variation

20.1 These Tokenized Stocks Terms may from time to time be updated or amended. We will post any such updates on the Crypto.com App or Site and an alert notification will be sent to you. Such updated Terms as posted will take effect [immediately] unless otherwise indicated. You should regularly check the Crypto.com App and Site to inform yourself of any such changes. In addition, we may at any time change, add or remove any feature or functionality of the Tokenized Stocks Services without prior notice. By continuing to use the Crypto.com App and/or the Tokenized Stocks Services after any such changes have taken effect, you are indicating your acceptance of the updated or amended Tokenized Stocks Terms as well as your acceptance of the updated Crypto.com App. If you do not wish to be bound by any changes or amendments to these Tokenized Stocks Terms, you should stop using the Tokenized Stocks Services immediately.

21. Transfer, Assignment and Delegation

21.1 These Tokenized Stock Terms, and any rights and obligations and licences granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned or delegated by you to any third-party without our written consent, but may be transferred, assigned or delegated by us without notice and restriction, including without limitation to any of the entities within the Crypto.com group, or to any successor in interest of any business associated with the Crypto.com App Services. Any attempted transfer or assignment in violation hereof shall be null and void.

22. Severability

22.1 If any provision of these Tokenized Stocks 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 Tokenized Stocks 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.

23. Entire Agreement and Translation

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

23.2 These Tokenized Stocks 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 Tokenized Stocks Terms shall prevail (except where expressly prohibited by law).

23.3 In some jurisdictions, you may have the right to receive these Tokenised Stocks Terms and/or information related to these Tokenised Stocks Terms in your local language. To the extent permitted by applicable law, by accessing or using the Tokenised Stocks Services, you agree to waive this right and you explicitly consent to receive these Tokenised Stocks Terms and all information relating to these Tokenised Stocks Terms in English.

24. Waiver

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

24.2 The delay of enforcement or the non-enforcement of any of the terms of these Tokenized Stocks 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 Tokenized Stocks Terms and no right, power or remedy conferred upon or reserved for any party in these Tokenized Stocks Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

25. Notices and Communications

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

25.2 Notices to us should be sent electronically to our support system at chat.crypto.com.

26. Third Party Rights

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

27. Governing Law and Jurisdiction

27.1 These Tokenized StockTerms are governed by and shall be construed in accordance with the substantive law of Cyprus, without regard to any choice or conflict of laws rules.

27.2 Any dispute, controversy or claim, whether contractual or non-contractual, arising out of or in connection with these Tokenized Stocks Terms, or the breach, termination or invalidity thereof, or any other issue which shall arise in virtue of these Tokenized Stocks Terms, shall be referred to and finally settled by arbitration administered by the International Chamber of Commerce under the Rules of the International Chamber of Commerce in force when the Notice of Arbitration is submitted. The law of this arbitration

Clause shall be Cyprus law. The seat of arbitration shall be in Nicosia, Cyprus. Any arbitration commenced pursuant to this Clause shall take place in the English language. The number of arbitrators shall be one, to be appointed by agreement between the parties to the proceedings.