

TERMS AND CONDITIONS FOR THE PURCHASE OF NON-FUNGIBLE TOKENS AS PART OF THE “MOST VALUABLE LION” NFT COLLECTION

These Terms and Conditions constitute a legally binding agreement (“**Agreement**”) between you (“**Purchaser**” or “**You**” or “**Your**”) and Foris DAX Global Limited (referred to herein as “**Crypto.com**”), governing your purchase of NFTs (defined below) in the Most Valuable Lions Collection (the “**Collection**”), (which comprises of 2 1-of-1 “Most Valuable Lion” NFTs available for bidding). BY BIDDING ON AN NFT IN THE COLLECTION, PURCHASER EXPRESSLY AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL OF CRYPTO.COM’S (“**Crypto.com**”) TERMS OF SERVICE AVAILABLE AT <https://crypto.com/nft/terms> (“**Crypto.com Terms**”). Purchaser must agree to the terms of this Agreement and the Crypto.com Terms in order to bid on or make a purchase of an NFT in the Collection.

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN PURCHASER AND CRYPTO.COM CAN BE BROUGHT (SEE SECTION 12 BELOW). THESE PROVISIONS WILL REQUIRE PURCHASER TO SUBMIT CLAIMS PURCHASER HAS AGAINST CRYPTO.COM OR A CRYPTO.COM PARTY (DEFINED BELOW) TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.

By entering into this Agreement, and/or by Purchaser participating in the Auction, Purchaser expressly acknowledges that Purchaser understands this Agreement (including the dispute resolution and arbitration provisions in Section 12) and accepts all of its terms. IF PURCHASER DOES NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, PURCHASER MUST NOT PARTICIPATE IN THE AUCTION.

1. Definitions.

“**Art**” means any art, graphics, images, designs, logos, taglines, and drawings that may be associated with an NFT in which Purchaser acquires Licensed Rights (defined below).

“**Auction**” the process whereby a user may bid for a “Most Valuable Lion” NFT on the Crypto.com NFT Platform in accordance with these terms as set out in Section 3 below.

“**Bid**” means a legitimate and binding offer (in the sole opinion of Crypto.com) for a Licensed NFT placed through the Crypto.com NFT Platform.

“**Crypto.com Parties**” means (i) Crypto.com and (ii) Philadelphia 76ers, L.P., NBA Media Ventures LLC, the NBA and its member teams, and NBA Properties, Inc., and each entity’s parent, subsidiary and affiliate companies, and each of their respective officers, directors, members, affiliates, agents, attorneys, licensees, licensors and employees.

“**Equivalent**” means the value, in US Dollars, of the market value of the relevant amount of cryptocurrency on the day of the transaction.

“**Holder**” means the current owner of a Licensed NFT, whether in the primary or secondary sale on the Crypto.com NFT Platform only.

“**Name and Likeness**” means name, nicknames, images, likenesses, marks, copyrights, trade dress colors, trade dress designs, and/or all other intellectual property of (i) the professional basketball team known as the Philadelphia 76ers and/or its related league known as the National Basketball Association (“**NBA**”); and/or (ii) Crypto.com.

"NFT" means any blockchain-tracked, non-fungible token.

"Licensed Rights" with respect to an NFT means Purchaser's rights to a Licensed NFT of which Purchaser is the current rightful licensee and which Purchaser acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.

"Licensed NFT" means an NFT from the "Most Valuable Lions" NFT Auction for which Purchaser successfully provided the highest bid.

"Third Party IP" means any third-party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

"Utility" means the elements of the Ultimate Fan Package as described in Section 3(c) below.

"Winning Bidder" means the User that has placed the Highest Bid at the Auction Close and who is deemed to have won the Auction for the Licensed NFT, in accordance with the criteria set forth in this Agreement.

2. Ownership. Purchaser acknowledges and agrees that Crypto.com (or, as applicable, its licensors) owns all legal right, title and interest in and to the Art and Name and Likeness, and all intellectual property rights therein. The rights that Purchaser has in and to the Licensed NFT and Art are limited to those expressly stated in Section 4 of this Agreement. Crypto.com and its licensors reserve all rights and ownership in and to the Licensed NFT, Name and Likeness, and Art not expressly granted to Purchaser in Section 4 of this Agreement. All purchases of Licensed NFTs, as well as associated charges, are non-refundable. This no-refund policy shall apply at all times regardless of Purchaser's decision to terminate usage of the Licensed NFT, any disruption to the operations of any components of the Licensed NFT, or any other reason whatsoever.

3. Auction.

- 3.1** The Auction for each Licensed NFT shall begin on 9 June 2023, 13:00 UTC and provisionally end at 14 June 2023, 13:00 UTC. ("**Auction Window**").
- 3.2** The individual listing page for each Licensed NFT on the Crypto.com NFT Platform shall display the Minimum Bid in fiat.
- 3.3** Users may only place Bids in fiat even if they will later elect to pay for a Winning Bid (defined below) in cryptocurrency.
- 3.4** The initial Bid for any Licensed NFT must be equal to or greater than the Minimum Bid. To be deemed a "Highest Bid", a Bid must exceed the existing Highest Bid by at least the higher of (a) five percent (5%) of the existing Highest Bid, or (b) US\$10.
- 3.5** The Auction shall end at the end of the Auction Window, provided that if a new Highest Bid is placed within five (5) minutes prior to such time, the Auction shall be extended for another five (5) minutes, which process shall repeat until the five (5) minute extension period lapses without a new Highest Bid (such time, the "**Auction Close**"). The Highest Bid at the Auction Close is deemed the "**Winning Bid**" and the Bidder thereof will be deemed the Winning Bidder.

3.6 Crypto.com shall reserve the right to decide whether a Winning Bid is legitimate and properly authorized in its sole and absolute discretion.

3.7 Upon determination of the Winning Bid, the Winning Bidder shall be required to submit full payment for their Licensed NFT, plus any additional fees or costs assessed by Crypto.com, as directed by Crypto.com.

4. Grant of License:

(a) *Definition of Licensed NFT.* Purchaser acknowledges and agrees that in the event that Purchaser is the highest bidder as part of the Auction for a particular NFT in the Collection (each, a “**Licensed NFT**”), such Licensed NFT is made available solely for entertainment and personal purposes. Without limiting the foregoing and subject to Purchaser’s continued compliance with this Agreement (and the Crypto.com Terms), Crypto.com grants Purchaser a worldwide, non-exclusive, non-transferable (except as specifically provided herein), royalty-free license to display the Licensed NFT, solely for Purchaser’s own personal, non-commercial use.

(b) *Permissible Transfers of Purchaser’s Licensed NFT.* Purchaser has the limited right to transfer the Licensed NFT, provided that: (i) such transfer occurs on the Crypto.com NFT Platform only; (ii) the transferee accepts and complies with all of the terms of this Agreement and all of the terms of the Crypto.com Terms; (iii) Purchaser has not, prior to the transfer, breached this Agreement or the Crypto.com Terms; (iv) prior to the transfer, Purchaser’s license to the Licensed NFT has not been terminated; and (v) the party purchasing the Licensed NFT holds a fully compliant Crypto.com NFT Platform Account.

(c) *Utility for Holder:*

The Utility contained in the “Ultimate Fan Experience” package as described herein shall be available to such person that is the then current, valid Holder (whether through primary or secondary sale) of either the (i) 1-of-1 “Unguardable” NFT; or (ii) 1-of-1 “The Process” NFT as of the date and time determined by Crypto.com for the relevant Utility below provided that such Holder complies with all redemption conditions set forth herein:

- i. **“Utility 1”** - A pair of Lower Level VIP tickets for 3 separate 2023-2024 regular season Philadelphia 76ers games (with such games to be determined or approved at Crypto.com’s sole discretion);
- ii. **“Utility 2”** - A Pair of Suite Tickets to a 2023-2024 regular season Philadelphia 76ers game at the Crypto.com Arena;
- iii. **“Utility 3”** - 2 x tickets to an upcoming 76ers VIP Event;
- iv. **“Utility 4”** - A 1:1 custom hoodie of the ‘Most Valuable Lion’ NFT you own from the Collection (i.e. ‘Unguardable’ or ‘The Process’ as applicable);
- v. **“Utility 5”** - A 2023/2024 NBA Season Philadelphia 76ers jersey; and
- vi. **“Utility 6”** – A piece of court from the legendary 100 Point Game

To redeem a Utility, the Holder must comply with all relevant requirements of the redemption process for such Utility as directed by Crypto.com (or its designee) and must follow all instructions presented to redeem the offer. Each Utility may be claimed once only and once claimed shall no longer be redeemable as a part of the “Ultimate Fan Experience” package. Any Utility, once

claimed, is non-transferable, and in respect of Utility 1, Utility 2 and Utility 3, the person who has claimed such Utility must be one of the people attending the event. Utility is further conditioned upon all terms and conditions associated with the use thereof, including but not limited to and applicable COVID-19 rules, security provisions and other restrictions to attending such events. The time, length, and location of all aspects of such event will be determined by Crypto.com in its sole discretion. Such grant shall not include any other benefits not expressly identified above, including but not limited to travel, accommodations, and parking.

5. Reservation of Intellectual Property Rights: Purchaser agrees that Purchaser may not, nor permit any third party to do or attempt to do any of the following without express prior written consent from Crypto.com in each case (which consent may be withheld, conditioned or delayed by Crypto.com in its sole discretion): (i) modify the Licensed NFT, Name and Likeness and/or Art for Purchaser's Licensed NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (ii) use the Licensed NFT, Name and Likeness and/or Art for Purchaser's Licensed NFTs to advertise, market, or sell any product or service; (iii) use the Licensed NFT, Name and Likeness and/or Art from Purchaser's Licensed NFTs in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others, drugs (including, without limitation, both prescription and non-prescription) or other supplements, death, pornography or other "adult only" or sexually explicit activities, massage parlors, prostitution or any dating or escort activities, weapons or ammunition, denigration or discrimination against individuals based on race, national origin, gender, religion, disability, ethnicity, sexual orientation, gender identity or age, medical conditions and/or political campaigns or causes; (iv) use the Licensed NFT, Name and Likeness and/or Art from Purchaser's Licensed NFTs in movies, videos, or any other forms of media, except solely for Purchaser's own personal, non-commercial use; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Licensed NFT, Name and Likeness and/or Art from Purchaser's Licensed NFTs; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Licensed NFT, Name and Likeness and/or Art from Purchaser's Licensed NFTs; or (vii) otherwise utilize the Art from Purchaser's Licensed NFTs for Purchaser's or any third party's commercial benefit.

To the extent that the Licensed NFT, Name and Likeness and/or Art associated with Purchaser's Licensed NFTs contains Third Party IP, Purchaser understands and agrees as follows: (i) that Purchaser will not have the right to use such Third Party IP in any way except as incorporated in the Art, and subject to the license and restrictions contained herein; (ii) that, depending on the nature of the license granted from the owner of the Third Party IP, Crypto.com may need to pass through additional terms and/or restrictions on Purchaser's ability to use the Art; and (iii) to the extent that Crypto.com informs Purchaser of such additional restrictions in writing (email is permissible), Purchaser will be responsible for complying with all such restrictions from the date that Purchaser receives the notice, and that failure to do so will be deemed a breach of this Agreement.

The restrictions in this Section 5 will survive the expiration or termination of this Agreement.

6. Termination of the License: The Licensed Rights granted to Purchaser hereunder shall automatically terminate and all rights shall return to Crypto.com if: (i) at any time Purchaser sells, trades, donates, gives

away, transfers, or otherwise disposes of Purchaser's Licensed NFT for any reason except as specifically provided in Section 4(b) of this Agreement; (ii) where applicable the email address or other contact details Purchaser provides to Crypto.com is no longer valid; (iii) Purchaser breaches any provision of this Agreement and/or Crypto.com Terms; (iii) Purchaser has a trustee, receiver or similar party appointed for Purchaser's property, become insolvent, acknowledge Purchaser insolvency in any manner, make an assignment for the benefit of Purchaser's creditors, or file a petition of bankruptcy; (iv) Purchaser engages in any unlawful business practice related to the Licensed NFT; (iv) Purchaser initiates any legal actions, except as specifically provided herein, against any of the Crypto.com Parties and/or any of their parent, subsidiary and affiliate companies, and each of their respective officers, directors, members, affiliates, agents, attorneys and employees; or (v) Purchaser disparages any of the Crypto.com Parties or any parties related to any of them.

7. Disclaimer of Warranties & Limitation of Liability: ALL LICENSED NFTs ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE CRYPTO.COM PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL THE CRYPTO.COM PARTIES BE LIABLE TO PURCHASER FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION, OR FOR ANY FORM OF DIRECT OR INDIRECT DAMAGES, AND/OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION WHATSOEVER RELATED TO ANY NFT, INCLUDING, BUT NOT LIMITED TO, THE LICENSED NFT, ANY PURCHASE THEREOF, THE AUCTION, ANY TECHNOLOGY AND/OR PARTIES RELATED TO THE AUCTION AND PURCHASE OF ANY LICENSED NFT, INCLUDING, BUT NOT LIMITED TO, BLOCKCHAIN AND/OR CRYPTO.COM. PURCHASER AGREES THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF A DISCLAIMING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND IN ANY EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CRYPTO.COM PARTIES' TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED FIVE PERCENT (5%) OF THE TOTAL SUM PAID DIRECTLY BY PURCHASER TO CRYPTO.COM FOR THE APPLICABLE LICENSED NFT. PURCHASER ACCEPTS THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND PURCHASER AGREES THAT CRYPTO.COM HAS NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO CRYPTO.COM'S GROSS NEGLIGENCE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO PURCHASER, THE LIMITATIONS WILL APPLY TO PURCHASER ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

8. Assumption of Risk: As noted above, the Licensed NFTs are made available solely for entertainment purposes. Purchaser agrees that Purchaser assumes the following risks: (A) To the extent there is a price or market for a blockchain asset such as an NFT, such markets and prices are extremely volatile, and variations in the price of other digital assets could materially and adversely affect the value of any digital asset(s) Purchaser owns, including Purchaser's Licensed NFT, and there is no guarantee that Purchaser Licensed NFTs will have or retain any value; (B) the commercial or market value on a Licensed NFT that Purchaser purchases may materially diminish in value; (C) there are risks associated with using any

Internet-native assets (e.g., non-fungible tokens, cryptocurrencies, etc.) including, but not limited to, the risk of hardware, software and Internet connections and/or failures, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within Purchaser's digital "wallet" or elsewhere, and the Crypto.com Parties will not be responsible for any of these, however caused; (D) the Crypto.com Parties do not make any promises or guarantees about the availability of the Licensed NFT or the Art on the Internet or that they will host the Licensed NFT or the Art at any specific location and/or for any specific period of time; (E) upgrades to the Ethereum platform, a hard fork or other change in the Ethereum platform, a failure or cessation of Ethereum, or a change in how transactions are confirmed on the Ethereum platform may have unintended, adverse effects on all blockchains using such technologies, including, without limitation, Licensed NFTs; (F) the Crypto.com Parties do not make any promises or guarantees related to Crypto.com, Blockchain or any other third parties related to the Auction and each of their applications and/or services, including, but not limited to, the continued availability of either and/or the protection and/or storage of any data Purchaser provides to those parties; (G) the risk of losing access to Licensed NFT due to loss of private key(s), custodial error or purchaser error; (H) the risk of mining attacks; (I) the risk of hacking, security weaknesses, fraud, counterfeiting, cyberattacks and other technological difficulties (J) the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the Licensed NFT; (K) the risks related to taxation; (L) that NFTs are not legal tender and are not backed by any government; and (M) the Crypto.com Parties are not responsible for any transaction between Purchaser and a third party which occurs outside of the Crypto.com NFT Platform. In addition to assuming all of the above risks, Purchaser acknowledges that Purchaser has obtained sufficient information to make an informed decision to purchase the Licensed NFT and that Purchaser understands and agree that Purchaser is solely responsible for determining the nature, potential value, suitability and appropriateness of these risks for Purchaser. Crypto.com and the Crypto.com Parties cannot and do not represent or warrant that any Licensed NFT, or its supporting systems or technology, is reliable, current or error-free, meets Purchaser's requirements, or that defects in the Licensed NFT, or its supporting systems or technology, will be corrected. Crypto.com and the Crypto.com Parties cannot and do not represent or warrant that the Licensed NFT or the delivery mechanism for it are free of viruses or other harmful components. Purchaser accepts and acknowledges that Crypto.com and the Crypto.com Parties will not be responsible for any communication failures, disruptions, errors, distortions or delays Purchaser may experience related to the Auction.

8. Disputes/Choice of Law:

9. Changes To This Agreement: Crypto.com may make changes to this Agreement from time to time. Please check this page periodically for changes. Any changes to this Agreement will apply on the date that they are made and, by way of example, Purchaser's continued access to or use of the Licensed NFT and the Art after this Agreement has been updated will constitute Purchaser's binding acceptance of the updates.

10. Eligibility:

(A) PARTICIPATION IN THE AUCTION IS OPEN ONLY TO INDIVIDUALS WHO HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT, ARE FULLY ABLE AND COMPETENT TO SATISFY THE TERMS, CONDITIONS, AND OBLIGATIONS HEREIN AND WHO ARE USING CURRENCY THAT SUCH PARTY IS THE LAWFUL HOLDER THEREOF. IT IS NOT AVAILABLE TO USERS WHO HAVE HAD THEIR USER PRIVILEGES TEMPORARILY OR PERMANENTLY DEACTIVATED. PURCHASER MAY NOT ALLOW OTHER PERSONS TO USE PURCHASER'S USER CREDENTIALS, AND PURCHASER AGREES THAT PURCHASER IS THE SOLE AUTHORIZED USER.

(B) BY BECOMING A USER, PURCHASER REPRESENTS AND WARRANTS THAT PURCHASER IS AT LEAST EIGHTEEN (18) YEARS OLD.

11. Indemnity: PURCHASER WILL DEFEND, INDEMNIFY, AND HOLD CRYPTO.COM AND THE CRYPTO.COM PARTIES, INCLUDING EACH OF ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS, HARMLESS FROM ANY CLAIMS, ACTIONS, SUITS, LOSSES, COSTS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO OR ARISING OUT OF PURCHASER'S LICENSE, SALE OR POSSESSION OF THE LICENSED NFT AND/OR PURCHASER'S PARTICIPATION IN THE AUCTION, INCLUDING: (1) PURCHASER'S BREACH OF THIS AGREEMENT OR THE DOCUMENTS IT INCORPORATES BY REFERENCE; (2) PURCHASER'S VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY AS A RESULT OF PURCHASER'S OWN INTERACTION WITH SUCH THIRD PARTY; (3) ANY ALLEGATION THAT ANY MATERIALS THAT PURCHASER SUBMITS TO CRYPTO.COM OR TRANSMITS IN THE COURSE OF THE AUCTION, COMMUNICATIONS SEEKING CRYPTO.COM'S CONSENT TO ACTIVITIES OR OTHERWISE, INFRINGE OR OTHERWISE VIOLATE THE COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY; AND/OR (4) ANY OTHER ACTIVITIES IN CONNECTION WITH THE AUCTION OR ANY LICENSED NFT. THIS INDEMNITY SHALL BE APPLICABLE WITHOUT REGARD TO THE NEGLIGENCE OF ANY PARTY, INCLUDING ANY INDEMNIFIED PERSON.

12. DISPUTE RESOLUTION, ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

- a. Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Crypto.com and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this Agreement. In addition, arbitration precludes you from suing in court or having a jury trial.
- b. **No Representative Actions; Class Waiver.** You and Crypto.com agree that any dispute, including but not limited to disputes arising out of or related to this Agreement is personal to you and Crypto.com and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.
- c. **Arbitration of Disputes.** Except for small claims disputes in which you or Crypto.com seeks to bring an individual action in small claims court located in the county of your residence, as determined by the records maintained by Crypto.com for your account, or disputes in which you or Crypto.com seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Crypto.com waive your rights to a jury trial and to have any dispute resolved in

court. The terms contained in this Agreement to arbitrate disputes include, but is not limited to, any and all claims for relief and theories of liability between you and Crypto.com, whether based in contract, tort, fraud, negligence, regulation, or ordinance; claims for relief under any state or federal statutes, including, but not limited to, the federal and any state analogs of the Telephone Consumer Protection Act, the Fair Credit reporting Act, Fair and Accurate Credit Transactions Act, and other statutes, including state and federal statutes relating to the collection of personal and/or biometric data; claims for common law fraud, misrepresentation, or any other legal or equitable theory arising out of your relationship with Crypto.com, and/or any interactions between you and Crypto.com. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

- d. Notice Requirement.** For any dispute or claim that you have against Crypto.com or relating in any way to the Services, you may either proceed directly to arbitration, or you may first contact Crypto.com and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to Foris Dax, Inc. by email at contact@crypto.com or by certified mail addressed to 1111 Brickell Avenue, Suite 2725, Miami, Florida 33131. If you elect to pursue pre-arbitration resolution through the Notice option, the Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Crypto.com shall also have the option, but not the requirement, to pursue informal prearbitration resolution with you through the Notice process set forth herein. Our notice to you, as and if applicable, will be similar in form to that described above. If you and Crypto.com cannot reach an agreement to resolve the claim through the Notice process, or if you or Crypto.com decide to immediately proceed to arbitration without pursuing pre-arbitration resolution through the Notice process, then either party may submit the dispute to binding arbitration administered by the American Arbitration Association ("AAA"), or, under the limited circumstances set forth above, in court. All disputes submitted to AAA will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will either be held in Miami-Dade County, Florida, or may be conducted telephonically or via video conference, if you agree. For disputes alleging damages less than \$30,000, the dispute will be decided on the basis of the parties' written submissions and no final hearing or in person proceedings will be required absent the consent of both parties. With respect to the disputes of \$30,000 or more, AAA shall designate an arbitrator who maintains his or her primary residence in the State of Florida. The most recent version of the AAA Rules are available on the AAA website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the AAA Rules or waive your opportunity to read the AAA Rules and waive any claim that the AAA Rules are unfair or should not apply for any reason.
- e. Applicability of the Federal Arbitration Act and Delegation Provision.** You and Crypto.com agree that these Terms affect interstate commerce and that the enforceability of this Clause 16 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. You and Crypto.com clearly and unmistakably agree that the arbitrator shall have the power to rule on his or her own jurisdiction, and the existence, scope, validity, and arbitrability of these Terms. This delegation provision shall be deemed a contract entered into under the laws of the State of Florida and will be governed by the laws of the State of Florida together with the Federal Arbitration Act.

- f. Confidentiality.** The arbitrator, Crypto.com, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.
- g. Fees; Appellate and Enforcement Jurisdiction.** You and Crypto.com agree that for any arbitration you initiate, you will pay the filing fee and Crypto.com will pay the remaining AAA fees and costs. For any arbitration initiated by Crypto.com, Crypto.com will pay all AAA fees and costs. You and Crypto.com agree that the state or federal courts of the State of Florida and the United States sitting in Miami-Dade County, Florida have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.
- h. Governing Law in Arbitration Proceeding.** The arbitrator shall apply the law of the State of Florida to all substantive issues in the dispute; provided, however, that in the event that the law of the State of Florida shall be deemed unenforceable due to the law of the state in which the customer resides, the arbitrator shall apply the law of the state in which the customer resides. Notwithstanding anything herein to the contrary, the arbitrator shall apply the laws of the State of Florida and the FAA to interpret and enforce these Terms to arbitrate disputes and each of its provisions, including with regard to any issues over acceptance of these Terms to arbitrate disputes. Judgment on the award rendered may be entered by any court of competent jurisdiction.
- i. Limitations Period.** Any claim arising out of or related to these Terms, an Annex, or the Services must be filed within one (1) year after such claim arose; otherwise, the claim is permanently barred, which means that you and Crypto.com will not have the right to assert the claim.
- j. Right to Opt Out of Binding Arbitration.** You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted these Terms by sending a written opt-out notice via certified mail to 1111 Brickell Avenue, Suite 2725, Miami, Florida 33131. In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with the applicable terms of this Clause 12.
- k. Severability.** If any portion of this Clause 12 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Clause 12 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Clause 12; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Clause 12 is found to prohibit an individual claim seeking

public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Clause 12 will be enforceable.

- I. **Application of Terms to Disputes.** Notwithstanding anything to the contrary in these Terms, and to the extent not prohibited by law, this Section 12 shall apply to all disputes, whether now existing or hereafter arising, whether related to any matter occurring prior to or after the Effective Date hereof, arising from or in connection with your use of the Crypto.com App Services.

13. Taxes: PURCHASER IS RESPONSIBLE FOR ALL APPLICABLE TAX INCLUDING ANY VAT, SALES OR COMPENSATING USE TAX OR EQUIVALENT TAX WHEREVER SUCH TAXES MAY ARISE. THE SUCCESSFUL BIDDER IS RESPONSIBLE FOR ANY APPLICABLE TAXES INCLUDING ANY SALES OR USE TAX OR EQUIVALENT TAX WHEREVER SUCH TAXES MAY ARISE ON THE PRICE, THE BUYER'S PREMIUM, AND/OR ANY OTHER CHARGES RELATED TO THE AUCTION. THE APPLICABLE SALES TAX RATE WILL BE DETERMINED BASED UPON THE STATE, COUNTY, OR LOCALE. THE CRYPTO.COM PARTIES ARE NOT RESPONSIBLE FOR DETERMINING THE TAXES THAT MAY APPLY TO PURCHASER'S TRANSACTION(S).

14. Translation: IF PURCHASER IS PROVIDED A TRANSLATION OF THIS AGREEMENT, THE ORIGINAL VERSION IN ENGLISH WILL BE USED IN DECIDING ANY ISSUES OR DISPUTES WHICH ARISE UNDER THIS AGREEMENT.

15. Severability: IF ANY TERM OR PROVISION OF THIS AGREEMENT IS INVALID, ILLEGAL, OR UNENFORCEABLE IN ANY JURISDICTION, SUCH INVALIDITY, ILLEGALITY, OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER TERM OR PROVISION OF THIS AGREEMENT OR INVALIDATE OR RENDER UNENFORCEABLE SUCH TERM OR PROVISION IN ANY OTHER JURISDICTION.

16. Entire Agreement: THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE MATTERS PROVIDED FOR HEREIN AND IS NOT INTENDED TO BE MODIFIED OR LIMITED IN ANY WAY BY ANY OTHER WRITTEN INSTRUMENT OR ORAL AGREEMENT PREVIOUSLY MADE OR ENTERED INTO BY THE PARTIES HERETO.