Staking Services Terms and Conditions

LAST UPDATE: 20 OCTOBER 2025

1. General Provisions

1.1. Description Staking Services. On-chain staking ("**On-Chain Staking**") is an online service facilitated by us, our Affiliates and/or a third-party service provider or protocols (together, the "**Staking Providers**") that gives eligible persons ("**Staking Users**") the option to participate in Proof-of-Stake or similar consensus mechanisms on available blockchains to secure the applicable network, by validating transactions propagated over the network or carrying out other protocol-determined activities ("**staking**" or "**stake**") as described in Section 3 below. Liquid staking ("**Liquid Staking**") is an online service facilitated by us or our Affiliates that gives Staking Users the option to stake and wrap, or unwrap to redeem, Digital Assets, as described in Section 4 below. For the avoidance of doubt, we are not obliged to make On-Chain Staking or Liquid Staking (each, a "**Staking Service**", and together, the "**Staking Services**") available to you even if you may have access to any other Staking Service.

1.2. Optional and Voluntary Participation. You are not required to use the Staking Services and participation in the Staking Services is fully optional. Subject to this Agreement (as defined below), you can opt out of On-Chain Staking by unstaking your On-Chain Digital Assets (as defined below) at any time, and opt out of Liquid Staking by unwrapping your Liquid Staked Tokens (as defined below) at any time. The use of any other product offered by us or our Affiliates is not dependent on or determinative of your use of the Staking Services, and vice versa. Further, you understand that you are not obliged to purchase Digital Assets from us or any of our Affiliates, in order to participate in the Staking Services. For On-Chain Staking, please note and understand the difference between unstaking and unbonding and how your actions to unstake could depend on the unbonding periods put in place by the available blockchains (which may be beyond our control) before you participate. Please also note that for Liquid Staking, the market price of Liquid Staked Tokens could diverge from the price of the underlying Digital Asset or staked On-Chain Digital Assets because of various reasons including (but not limited to) market fluctuations, and understand that there is price fluctuation risk before you participate. **On-Chain Staking and Liquid Staking can be risky and it is possible to lose all the value in respect of your staked On-Chain Assets and/or Liquid Staked Tokens. You should conduct your own due diligence and consult your advisors before making any decision including whether to participate in On-Chain Staking, Liquid Staking and/or related transactions.**

1.3. Contractual Agreement. These terms and conditions ("**Terms**"), and any others referenced or incorporated herein, constitute a legally binding contract between you, as a Staking User, and the Crypto.com entity described below ("**Relevant Entity**") that provides you access to the Staking Services (the "**Agreement**"). By using the Staking Services, you are entering into a binding contract and shall be deemed to have expressly read, understood and agreed to be bound by these Terms in addition to the Crypto.com App terms and conditions ("**App T&Cs**") and relevant Frequency Asked Questions or guides ("**FAQs**") applicable in your jurisdiction, which you hereby accept to gain access to the Staking Services. Unless otherwise stated, defined terms used in these Terms shall have the same meanings given to them in the App T&Cs. In the event of any

inconsistency between the App T&Cs or FAQs and these Terms with respect to the Staking Services, these Terms shall prevail.

1.4. Relevant Entity. For purposes of this Agreement, the Relevant Entity is Foris PDT Limited. Throughout this Agreement, references to "Crypto.com," "we," "us," and "our" mean the Relevant Entity, as applicable.

2. Eligibility.

2.1 To be eligible to use the Staking Services, you must:

- **a.** Be an existing Crypto.com App user and remain at all times in compliance with the App T&Cs;
- **b.** Be at least 18 years of age or the legal age of majority in the jurisdiction in which you reside;
- **c.** Not be located in, under the jurisdiction of, or a national or resident of any of the countries, states and jurisdictions listed here (for On-Chain Staking), and/or here (for Liquid Staking);
- **d.** Be in compliance with any applicable anti-boycott laws and regulations;
- **e.** Be in compliance with all laws in relation to theft, dishonesty, breach of trust, illegal manufacturing or sale or distribution or trafficking of controlled substances, and be in compliance with all money laundering prohibitions and terrorist financing prohibitions under Applicable Laws;
- **f.** Be the owner of, and have all right title and interest in any Digital Assets which you intend to use for the Staking Services; and
- **g.** Read, understand, and agree to these Terms, our Privacy Notice, Cookie Policy and relevant FAQs as may be updated from time to time.

Without limiting any of our rights herein, your eligibility to use the Staking Services is at all times subject to your continuing compliance with these Terms and the foregoing eligibility criteria.

2.2 You represent and warrant that you meet the eligibility criteria in Clause 2.1 above, and that your use of the Staking Services will not violate any Applicable Laws in your respective jurisdiction, or the Terms, or the rights of any third party. You are responsible for ensuring that your use of the Staking Services is, and remains lawful despite changes to 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 On-Chain Staking, Liquid Staking or other services provided to you, and/or to seek any other remedy available to us under the Terms and/or Applicable Law.

2.3 Notwithstanding your meeting the eligibility criteria above, we reserve the right to refuse your request to use and access the Staking Services and to suspend your access to the Staking 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. This will not affect your rights to unstake or redeem On-Chain Digital Assets which you have already staked or to unwrap Liquid Staked Tokens in connection with Liquid Staking, however, if we become aware that you are ineligible to be a Staking User or otherwise determine that that you are in violation of these Terms or any other applicable terms and conditions, we may request that you take follow-up action, suspend your access

to the Staking Services immediately without notice, ban you from using any of our or our Affiliates' or Staking Providers' products and services and/or take any other reasonable action in the circumstances. In the event that your access to the Staking Services is refused or suspended, you acknowledge that you may not be able to use or have access to your On-Chain Digital Assets, or Digital Assets in connection with Liquid Staking. In addition to the other rights set forth herein and to those that may be available to us, you agree that you will indemnify and hold harmless Crypto.com, its Affiliates and any Staking Providers from any loss, claim, expense, liability, and any other legal or monetary consequences that arise out of or relate to the Staking Services, including without limitation any unauthorized use of the Staking Services, and all uses associated with an ineligible Staking User.

3. On-Chain Staking

3.1 On-Chain Digital Assets: The Digital Assets eligible for PoS Staking ("**On-Chain Digital Assets**") shall depend on the available blockchains as determined by us (including with respect to arrangements we may have in place with third-party service providers) and are therefore subject to change at any time at our discretion. The Digital Assets eligible for On-Chain Staking may differ depending on jurisdiction and legal and regulatory developments or limitations.

3.2 Actions taken by Staking User: If you stake all or a portion of your On-Chain Digital Assets, the Staking Providers will facilitate the staking of those On-Chain Digital Assets on your behalf by (i) acting as a transaction validator on the applicable Proof-of-Stake blockchain network; or (ii) carrying out any requirements imposed by the relevant blockchain network or protocol, in respect of the Digital On-Chain Digital Asset you have chosen to stake. You acknowledge that On-Chain Digital Assets which you have staked may be locked with the applicable blockchain network and as such may not be available for sale, transfer, trading or other uses until they are unstaked and the unbonding period (if applicable) is complete. **Any action to stake your On-Chain Digital Assets is entirely your own and we will only facilitate the On-Chain Staking service at your request and instruction.**

3.3 Validation Rewards: In return for securing the applicable blockchain network for the On-Chain Digital Assets by (i) validating blocks of transactions propagated over the Proof-of-Stake network; or (ii) performing any other activity and/or meeting the requirements imposed by the relevant blockchain network or protocol, that network may provide Staking Providers with a reward ("**Validation Reward**"). If the Staking Providers successfully (i) validate a block of transactions; or (ii) perform any activity and/or meet the requirements to be eligible for a Validation Reward in respect of On-Chain Digital Assets in accordance with your actions, you may be entitled to an applicable portion of the Validation Reward in proportion to the amount of On-Chain Digital Assets you have staked. The Validation Rewards are granted by and determined by the protocols of the applicable blockchain network. Following the receipt of such a Validation Reward, if any, we shall facilitate the distribution of such applicable portion of the Validation Reward to you (which may be less a fee paid to us for providing you with On-Chain Staking, dependent on the specific available blockchain and the terms of our arrangement with any third party service provider), which may be updated from time to time in the relevant FAQs here. Depending on the applicable blockchain network, it may take time before your On-Chain Digital Assets are eligible to participate in transaction validation and start receiving rewards. If the Validation

Rewards are distributed in any other manner e.g. by an appreciation in conversion rate for yield-bearing Digital Assets, we will disclose the relevant details to you. For the avoidance of doubt, the amount of On-Chain Digital Assets you have staked and any Validation Rewards you may receive are treated on an individual basis.

3.4 Actual Validation Rewards Dependent on Blockchain Network. You have no right to any reward in respect of On-Chain Staking until it is distributed to us by the respective available blockchain network and disbursed to you. We may, at our sole discretion, provide you with our approximated projection of the Validation Rewards you may be entitled to if the Staking Providers successfully validate a block of transactions or perform any activity and/or meet the requirements imposed by the blockchain network in respect of On-Chain Digital Assets which you have staked ("**Estimated APR**") but you understand that the Estimated APR provided by us is purely an estimation of the Validation Rewards and is in no way a guarantee or confirmation that you will actually receive such Validation Rewards or such amount of Validation Rewards. **You acknowledge that the Estimated APR and actual Validation Rewards, including the timing and frequency of Validation Rewards, may change over time and is solely dependent on the applicable blockchain protocol and performance of the Staking Providers.** WE, AND THE STAKING PROVIDERS, DO NOT GUARANTEE THAT YOU WILL RECEIVE ANY VALIDATION REWARDS, ANY SPECIFIC STAKING REWARD, OR ANY ESTIMATED APR. YOU ACKNOWLEDGE AND AGREE THAT WE, OUR AFFILIATES AND THE STAKING PROVIDERS, ARE NOT LIABLE FOR ANY FAILURE BY THE APPLICABLE NETWORK OR OTHER THIRD PARTY IN DISBURSING ANY VALIDATION OR OTHER STAKING REWARD.

3.5 Slashing: Some Proof-of-Stake blockchain protocols subject staked assets to "slashing" if the transaction validator representing those assets incorrectly validates or fails to validate a transaction. Slashing typically involves the reduction or confiscation of a validator's assets as a consequence of their improper actions. As a result, there may be non-payment of Validation Rewards and the staked On-Chain Digital Assets may be subject to a penalty. The Staking Providers will use commercially reasonable efforts to prevent any staked assets from slashing; however, in the event that slashing occurs, unless otherwise provided in this Agreement, we will endeavour to (but will have no obligation to) replace your On-Chain Digital Assets at no additional cost, provided that the penalties are not a result of (i) your acts or omissions; (ii) maintenance of the applicable blockchain protocol; (iii) bugs, errors; (iv) acts by a hacker or other malicious actor; or (iv) Force Majeure events. You acknowledge and agree that slashing may result in partial or total loss of your On-Chain Digital Assets and applicable portion of the Validation Rewards(or its value thereof).

3.6 Redemption and Unbonding Period: You may request to unstake all or a portion of your staked On-Chain Digital Assets at any time. Upon receipt of your request, we will initiate the unstaking process as soon as practicable. You acknowledge that your unstaking request is irrevocable and that you forfeit any Validation Rewards which, at the point of the unstaking request, have not been distributed to you. Redemption of or access to staked On-Chain Digital Assets may be delayed as a result of the full unbonding period imposed by the applicable blockchain network or due to network conditions of the applicable blockchain.

3.7 Governance and Voting. For certain On-Chain Digital Assets, the underlying protocols may offer stakers the ability to vote on matters related to the governance of protocol-level issues. You agree that Staking Providers have no obligation to support any governance or voting in respect of your staked On-Chain Digital Assets, and further that in certain cases, Staking Providers may vote on your behalf including but not limited to where Staking Providers or the applicable protocol does not support delegated voting.

3.8 Network Events. In the event of a Fork and/or an Airdrop, to the extent that we have any rights or are able to take any action, Crypto.com shall have the sole discretion to take any action that it deems appropriate (subject to regulatory and legal obligations) in a commercially reasonable manner, and to determine what action to take in respect of the Fork and/or Airdrop so as to protect the security and safety of Digital Assets. This may include, but is not limited to, recalling, suspending or terminating the On-Chain Staking early and/or amending any terms in relation to your On-Chain Digital Assets which have been staked.

3.9 Instant Unstake. We may, at our sole discretion, offer you an "**Instant Unstake**" feature. This allows you to immediately sell your staked On-Chain Digital Assets for the corresponding underlying native Digital Asset minus any applicable fees.

a. **Mechanism and Process.** When you submit an Instant Unstake request, you irrevocably agree to sell, assign, and transfer all rights, title, and interest in your staked On-Chain Digital Assets, including any and all future staking rewards accruing after the time of your request, to us or our designated counterparty ("**Instant Unstaking Provider**"). In return, you will receive the equivalent amount of the underlying native Digital Asset, minus any applicable fees, at a rate provided to you on the confirmation screen when you initiate an Instant Unstake instruction.
b. **Forfeiture of Rewards.** By choosing to use the Instant Unstake feature, you expressly and irrevocably waive and forfeit any right to receive any staking rewards, Validation Rewards, or other benefits that may accrue to your staked On-Chain Digital Assets from the time your Instant Unstake request is submitted. Any rewards distributed by the relevant blockchain protocol after your Instant Unstake request will accrue solely to the Instant Unstaking Provider.
c. **Nature of Service.** The Instant Unstake feature does not change the nature of our Staking Services as set out in these Terms. We continue to act solely as a facilitator of the staking process and, in the context of Instant Unstake, to facilitate the purchase of your staked On-Chain Digital Assets by the Instant Unstaking Provider. You acknowledge and agree that, following the Instant Unstake, all rights to your staked On-Chain Digital Assets and any associated rewards are transferred to the Instant Unstaking Provider.
d. **Eligibility, Availability, and Limitations.** We reserve the right to determine your eligibility for the Instant Unstake feature, to set limits on the amounts and types of Digital Assets available for Instant Unstake, and to suspend, modify, or terminate the feature at any time without notice. The availability of the Instant Unstake feature is not guaranteed for any particular Digital Asset or staked On-Chain Digital Asset, or at any particular time and may be subject to liquidity, market, or operational constraints.
e. **Fees.** The Instant Unstaking Provider may charge a fee for your use of the Instant Unstake feature. Any such fee will be disclosed to you before the completion of the Instant Unstake transaction and will be deducted from the amount of the underlying native Digital Asset delivered to you.

f. **Risk Disclosure.** You acknowledge and accept that the value of the underlying native Digital Asset you receive upon a completed Instant Unstake transaction may differ from the value of your staked On-Chain Digital Assets due to market fluctuations, fees, and other factors. You assume all risks associated with the use of the Instant Unstake feature, including but not limited to price volatility, liquidity constraints, and the forfeiture of any future rewards.

g. **No Guarantee of Execution.** We do not guarantee that any Instant Unstake request will be executed, or that it will be executed at any particular price or within any particular timeframe. We may decline, delay, or limit any Instant Unstake request at our sole discretion.

4. **Liquid Staking.**

4.1 Depending on jurisdictional availability, eligibility requirements and local laws and regulations, we may make Liquid Staking available to you. The Digital Assets eligible for Liquid Staking shall be determined or changed at our sole discretion.

4.2 Liquid Staked Token. You may at your sole discretion elect to wrap stake and wrap Digital Assets into a receipt token ("**Liquid Staked Token**"). A Liquid Staked Token represents and entitles the holder to the underlying staked Digital Assets together with associated staking rewards. By electing to stake and wrap your Digital Assets and any associated staking rewards into Liquid Staked Tokens, you understand and agree that:

a. Depending on the Digital Asset, you can either opt to:

i. Wrap Digital Assets which have already been staked via On-Chain Staking to Liquid Staked Tokens. By wrapping staked On-Chain Digital Assets to Liquid Staked Tokens, you agree to transfer possession of your staked On-Chain Digital Assets to Crypto.com in return for Liquid Staked Tokens; and/or

ii. send your Virtual Assets to a third-party protocol, which will stake and wrap your Virtual Assets to Liquid Staked Tokens in accordance with the protocol rules. By instructing us to send your Virtual Assets to the third-party protocol, you agree to transfer possession of your Virtual Assets to the third-party protocol in return for Liquid Staked Tokens which are issued by that third-party protocol.

b. Once Digital Assets are staked and wrapped to Liquid Staked Tokens, the holder of Liquid Staked Tokens cannot redeem the underlying staked Digital Assets or claim any associated staking rewards except as described in this Agreement and subject to the third-party protocol (where applicable).

c. Liquid Staked Tokens represent ownership of the underlying staked Digital Assets (including any associated staking rewards and minus any applicable fees and slashing penalties). By staking and wrapping Digital Assets to Liquid Staked Tokens, you are entitled to redeem the staked Digital Assets, including all of the economic value, risk, and rewards of the staked On-Chain Digital Assets, subject to the terms of this Agreement and the third-party protocol (where applicable).

d. Selling, trading or otherwise transferring Liquid Staked Tokens automatically transfers the right to redeem Liquid Staked Tokens for the underlying staked Digital Assets and any associated staking rewards, as described in Section 4.4 below. The holder of Liquid Staked Tokens is entitled to the corresponding economic value, risk, and rewards of the staked Digital Assets, subject to the terms of this Agreement and the third-party protocol (where applicable).

e. Staked Digital Assets and associated staking rewards that have been wrapped as Liquid Staked Tokens are held by Crypto.com on behalf of holders of Liquid Staked Tokens.

f. Liquid Staked Tokens may be compatible with other protocols, software or technology, including those provided by third parties.

g. The staked Digital Assets underlying Liquid Staked Tokens are subject to the risk of slashing described in Section 3.5 above.

4.3 Risks of Liquid Staking: You understand, agree to and accept the following risks associated with electing to stake and wrap Digital Assets to Liquid Staked Tokens, as well as the disclosures in Section 8 below:

a. By sending us an instruction to stake and wrap your Virtual Assets, you acknowledge that you will be interacting with third-party services, protocols and smart contracts, as well as their related links, content, products, applications or services. We do not control the actions of third-party services, protocols and smart contracts, and they may fail to perform as expected, which could result in a loss of some or all of your Virtual Assets and associated staking rewards. This could be due to bugs, security vulnerabilities, technical failures, poor blockchain infrastructure or other reasons. You are responsible for conducting your own due diligence before choosing to use Liquid Staking.

b. Crypto.com and its Affiliates do not guarantee the value or performance of your staked Digital Assets principal or associated staking rewards.

c. Crypto.com and its Affiliates are not responsible for any change or decrease in the value of your principal amount when participating in Liquid Staking.

d. The price of Liquid Staked Tokens could diverge from the price of the underlying Digital Asset due to various factors including, but not limited to, market fluctuations, protocol mechanics, demand and supply, investor sentiment, news and events, or other external factors. You bear all risks associated with such fluctuations, including potential loss of principal.

e. Crypto.com does not guarantee that staking and wrapping Digital Assets will result in a successful exchange or sale of Liquid Staked Tokens, and Crypto.com will not backstop or otherwise intervene to guarantee Liquid Staked Token liquidity.

f. Crypto.com does not guarantee the security or functionality of any third-party protocol, software or technology intended to be compatible with Liquid Staked Tokens and is not responsible for any losses of Liquid Staked Tokens due to the failure of third-party protocols, software or technology.

g. Liquid Staking could be impacted by one or more regulatory actions, news or legal developments, which could impede or limit the services we can provide with respect to Liquid Staking.

h. **Crypto.com and its Affiliates' liability in respect of Liquid Staked Tokens, your staked On-Chain Digital Assets principal or associated staking rewards is limited in the manner set out in Section 7.2 below.**

4.4 Unwrapping/ Redemption of Liquid Staked Tokens

a. If you hold Liquid Staked Tokens in your Crypto.com Exchange Account and satisfy eligibility requirements, you may instruct Crypto.com to "unwrap" your Liquid Staked Tokens, thereby redeeming your underlying staked On-Chain Digital Assets or the underlying Digital Asset (as applicable) together with any associated staking rewards less any applicable fees and slashing penalties.

b. If you redeem your Liquid Staked Tokens for staked On-Chain Digital Assets (and, depending on the blockchain protocol, any associated staking rewards) will remain locked and unavailable for your use or withdrawal until you have requested to unstake your staked On-Chain Digital Assets and the protocol unstaking process is completed in accordance with Section 3.6 above.

c. If you redeem your Liquid Staked Tokens for the underlying Digital Asset, it will only be available for your use or withdrawal after your request has been sent by Crypto.com to the third-party protocol on your behalf, and is processed and returned to your Wallet

d. To unwrap Liquid Staked Tokens, you will need to be an eligible Staking User in accordance with the terms of this Agreement. Additional jurisdictional restrictions or criteria may apply, and eligibility is subject to change. Requests to unwrap Liquid Staked Tokens may not be processed immediately.

5. **Rights of Crypto.com.** Without limiting any of our other rights, we reserve the right to and at any time to:

a. Refuse your request to use any of the Staking Services;
b. Change the eligibility criteria for your use or continued use of the Staking Services;
c. Close, suspend, limit, restrict, or terminate your access to the Staking Services;
d. Change, update, remove, cancel, suspend, disable, or discontinue any features, component, content, or incentive of the Staking Services;
e. Unstake On-Chain Digital Assets or unwrap Liquid Staking Tokens, subject to regulatory and legal obligations; and

f. Adjust the fees for providing you with Sthe Staking Services.

In addition to the rights above, in the event that you breach these Terms, the App T&Cs, or fail to act in accordance with the relevant FAQs, we may suspend, restrict or terminate your access to the Staking Services, your access to any (or all) of the Crypto.com App and/or Services immediately, and shall have the right to exercise enforcement of any such terms or provisions by injunction, specific performance or other equitable relief, without prejudice to any other rights or remedies that we may have for a breach of this Agreement.

6. **Prohibited Activities.** In addition to other prohibited activities set forth elsewhere in, and without limiting any other provision of these Terms, by accessing and using the Staking Services, you agree that you will not do any of the following:

   a. Engage in any activity that would violate or assist in the violation of any law, statute, regulation, or ordinance;
   b. Violate or breach any terms or conditions in this Agreement, any other agreement or set of applicable terms and conditions, our Privacy Notice, or our Cookie Policy, or the relevant FAQs;
   c. Provide us with any false, inaccurate, or misleading information or otherwise attempt to defraud us;
   d. Attempt to gain unauthorized access to our network, system, or websites or Accounts other than your own;
   e. Decompile, disassemble, or otherwise reverse engineer all or part of any of the Staking Services or any other related product, program, source code, interface protocol or system or in any way infringe on our or any third-party intellectual property rights including, but not limited to, copyrights, patents, trademarks, or trade secrets;
   f. Engage in any form of data mining, indexing, scraping, surveying, or otherwise, or use any robot, spider, or scraper with respect to the Staking Services, or any other related product, program, or system;
   g. Introduce, post or upload any harmful code to the the Staking Services or any other related product, program or system; or
   h. Unduly burden or hinder the functionality and/or operation of any aspect of the Staking Services, or any other product, program, or system offered, maintained, or provided by us, the Staking Providers or our Affiliates.

7. **Miscellaneous Provisions**

   7.1. Indemnification. You will defend, indemnify, and hold harmless Crypto.com, its Affiliates, the Staking Providers and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your use of the Staking Services, your breach of this Agreement or applicable terms and conditions, your violation of any statute, regulation, or ordinance, or the rights of any third party.

   7.2. LIMITATION OF LIABILITY

   NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE MADE AVAILABLE TO YOU FROM TIME TO TIME, AND EXCEPT FOR ACTIONS OR CLAIMS ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL CRYPTO.COM OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT OF GOODS, LOSS OF TECHNOLOGY, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

Except as provided in this Agreement and to the 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, title, non-infringement, or otherwise, regardless of any course of dealing, custom, or usage of trade, of any service or any goods provided incidental to the Staking Services under this Agreement.

Our liability in respect of representations and warranties that cannot be excluded under this Agreement is limited to, at our option, any one of resupplying, replacing, or repairing, or paying the cost of thereof, the services in respect of which the breach occurred.

IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH ON-CHAIN STAKING AND/OR LIQUID STAKING EXCEED US $100. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

You acknowledge that this limitation of liability is a fundamental part of this Agreement and that the Staking Services would not be provided without such limitations.

7.3. Tax Obligations. Uncertainty in the treatment of taxes related to Digital Assets may expose you to future or unknown tax obligations. It is your sole responsibility to determine what taxes, if any, arise from your use of the Staking Services. Further, you are solely responsible for reporting and paying any applicable taxes. Except to the extent that we are required by applicable law, we will not determine whether, or to what extent, you are liable for taxes, report them, or withhold them. Without limiting the foregoing, we reserve the right to make any tax filings and reporting (including reporting of your transactions and activities) and to take any other action that we deem necessary to comply with applicable tax obligations.

7.4. Relationship. Crypto.com is not your trustee, investment advisor, investment manager or fiduciary. By facilitating the Staking Services, Crypto.com does not become a trustee, investment advisor, investment manager or form any sort of fiduciary relationship with you. We have no trust or other obligations with respect of your Digital Assets and/or Liquid Staked Tokens other than those expressly specified in this Agreement.

7.5. Entire Agreement. This Agreement (together with the Privacy Notice, Cookie Policy and relevant FAQs) represents the entire agreement between you and us with respect to the Staking Services and supersedes all prior representations, understandings, agreements, or communications between you and us, whether written or verbal.

7.6. Amendments. We may amend or modify this Agreement from time to time by posting the updated Agreement on the Crypto.com App or in accordance with the App T&Cs and such amendment or modification shall take effect immediately. Your continued use of the Staking Services constitutes your acceptance of the updated Agreement; if you do not agree with the updated Agreement, your sole and exclusive remedy is to discontinue use of the Staking Services.

7.7. Severability. If any provision, in whole or in part, of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or a governmental body, such provision shall be changed and interpreted to accomplish its objectives to the

greatest extent possible under applicable law and the validity and enforceability of any other provision of this Agreement shall not be affected.

7.8. Survival. All provisions of this Agreement which by their nature extend beyond its termination, including, without limitation, provisions pertaining to suspension and termination, shall survive such termination.

7.9. Waiver. The delay or failure of one party to require performance of any provision of this Agreement shall not constitute a waiver of that party's right to require performance at any time thereafter. Further, the waiver of one party to seek recovery for the other party's non-performance shall not constitute a waiver by the former party to seek recovery for any subsequent non-performance.

7.10. Assignment, Delegation, or Transfer. You may not assign, delegate, or transfer any rights or obligations under this Agreement without our prior written consent. Any such attempted assignment, delegation, or transfer shall be null and void. We reserve the right to assign, delegate or transfer this Agreement or our rights and/or obligations hereunder without restriction, including without limitation to Affiliates or subsidiaries, or to any successor in interest of any business associated with the Crypto.com App or the Staking Services.

7.11. Third Party Rights. Other than the Affiliates of Crypto.com, a person who is not a party to this Agreement shall have no right under this Agreement.

7.12. Conflicts. In the event there are conflicts between this Agreement and the App T&Cs, this Agreement shall control to the extent of the conflict, except for those aspects relating to the Crypto.com App (in which case the App T&Cs will control).

7.13. Governing Law and Dispute Resolution. This Agreement shall be governed by, construed and take effect in accordance with the laws of Hong Kong. Any dispute, controversy, difference, or claim arising out of or relating to this Agreement including the existence, validity, interpretation, performance, breach, or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to the same shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under its rules in force when a Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong Law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

7.14. Force Majeure. We shall not be liable for any delay, error, interruption, or failure to perform any obligation under this Agreement where the delay or failure is directly or indirectly resulting from any cause beyond our control including, but not limited to i) acts of God, nature, court, or government; ii) failure or interruption in private or public telecommunications networks, communication channels, or information systems; iii) acts or omissions of a party for whom we are not responsible; iv) delay, failure, interruption in, or unavailability of third-party services, protocols, network events and sites; v) strikes, lockouts, labor disputes, war, terrorist acts, or riots; and vi) viruses, malware, other malicious computer code, or the hacking or exploit of any part of the Crypto.com App or the Staking Services.

7.15. Risk Warning. You understand and agree that your use of the Crypto.com App and the Staking Services is at your own risk. This section is not exhaustive and does not disclose all the risks associated with Digital Assets and the use of our products and services. You should carefully consider whether such use is suitable for you in light of your circumstances and financial resources.

8. Disclosures

8.1. Legal and Regulatory. The regulatory status of Digital Assets is currently unsettled, varies among jurisdictions, and is subject to significant uncertainty. It is possible that in the future, certain laws, regulations, policies, or rules relating to Digital Assets, blockchain technology, or blockchain applications may be implemented which would directly or indirectly affect or restrict the services that we provide to you.

YOU ARE RESPONSIBLE FOR DETERMINING WHETHER THE USE OF ON-CHAIN STAKING AND/OR LIQUID STAKING AND ANY OF OUR RELATED SERVICES IS LEGAL IN YOUR JURISDICTION AND YOU SHALL NOT USE THEM SHOULD SUCH USE BE ILLEGAL IN YOUR JURISDICTION. IF YOU ARE UNCERTAIN, PLEASE SEEK INDEPENDENT LEGAL ADVICE.

We may be forced to suspend, discontinue, or to change aspects of the Staking Services and any of our services in any jurisdictions, including the Digital Assets available for the Staking Services, without notice and for whatever reason. In such instances, Digital Assets in your Account may be frozen for an indefinite period of time until the matter is resolved.

8.2. Cybersecurity. Digital Assets may be subject to expropriation, theft and/or fraud; hackers and other malicious groups or organizations may attempt to interfere with our network and/or system in various ways including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing which may result in the loss of your Digital Assets or the loss of your ability to access or control the same. In such an event, we do not guarantee any remedy, refund, or compensation.

8.3. Compensation Scheme. You understand and agree that by using the Crypto.com Exchange and the Staking Services you're unlikely to have access to any financial services compensation scheme in your jurisdiction if something goes wrong.

8.4. This section is not exhaustive and does not include all the disclosures associated with Digital Assets and the use of our products and services in your jurisdiction. Before participating, make sure that you understand and agree with all the risks involved.