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Crypto.com PRIME CA Terms & Conditions

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Foris DAX, Inc. is not currently registered under the securities or derivatives laws of any jurisdiction of Canada and has not been granted an exemption from any requirements of securities or derivatives laws of any jurisdiction of Canada. Foris DAX, Inc. has filed an application for registration as a restricted dealer in certain Canadian jurisdictions and for exemptive relief from securities and derivatives laws in such jurisdictions, but has not yet obtained such registration or exemptive relief. Until such time as Foris DAX, Inc. obtains registration, Foris DAX, Inc. has agreed to abide by the terms of a pre-registration undertaking available at the following [link](#). However, there is no guarantee that the registration and exemptive relief will be granted.

No securities regulatory authority in Canada has expressed an opinion about any of the Crypto Assets supported by the Crypto.com App Services or the crypto asset contracts related to any of the Crypto Assets supported by the Crypto.com App Services, including any opinion that any individual Crypto Asset is not itself a security and/or derivative under applicable securities laws.

PLEASE MAKE SURE YOU FULLY READ AND UNDERSTAND THESE TERMS AND KEEP THEM FOR FUTURE REFERENCE. THESE TERMS INCLUDE A WAIVER OF YOUR RIGHT TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS AND AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION ON AN INDIVIDUAL BASIS.

This document contains important information which applies to your dealing with us in relation to Prime Services, which include Prime Spot Trading Services. You should read this document carefully and keep it for future reference. In addition to general risks about digital assets, there are certain additional risks that apply to the Prime Spot Trading Service. Those additional risks are described in Section 8 of this document. Please ensure you read and understand all the risks disclosed in this document, including the specific risks described in Section 8. You must consider these risks carefully, as well as all other applicable risks, and decide if the risks are acceptable to you. You should consider seeking professional advice before conducting any Prime Spot Trading Services.

THE RISK OF LOSS IN FINANCING A TRANSACTION USING BORROWED VIRTUAL ASSETS CAN BE SUBSTANTIAL. YOU MAY LOSE ALL OR MORE THAN THE VIRTUAL ASSETS YOU PLACE TO SECURE THE BORROWED VIRTUAL ASSETS. YOU MAY BE CALLED UPON AT SHORT NOTICE TO MAKE ADDITIONAL VIRTUAL ASSET CONTRIBUTIONS. IF YOU DO NOT MAKE SUCH CONTRIBUTIONS IN ACCORDANCE WITH OUR PRESCRIBED INSTRUCTIONS, YOUR VIRTUAL ASSETS MAY BE LOST WITHOUT

FURTHER NOTICE TO YOU. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH ARRANGEMENTS ARE SUITABLE FOR YOU IN LIGHT OF YOUR TRADING OBJECTIVES, FINANCIAL CIRCUMSTANCES, YOUR TOLERANCE TO RISKS AND YOUR TRADING EXPERIENCE. YOU SHOULD BE CAPABLE OF BEARING A FULL LOSS OF THE AMOUNTS INVESTED AS A RESULT OF OR IN CONNECTION WITH ANY ORDER AND ANY ADDITIONAL LOSS OVER AND ABOVE THE INITIAL AMOUNTS INVESTED THAT MAY BECOME DUE AND OWING BY YOU. IN CONSIDERING WHETHER TO TRADE OR INVEST, OR OTHER SERVICE, YOU SHOULD INFORM YOURSELF AND BE AWARE OF THE RISKS GENERALLY, AND IN PARTICULAR SHOULD NOTE THE SPECIFIC RISK FACTORS DESCRIBED IN SECTION 8 WHICH MAY APPLY.

This document and other terms that apply to your activities may change from time to time. You should check our website for the latest terms and additional information before you enter into any new transaction.

1. Introduction

- 1.1.** The Prime Services (described below) are provided to you by Foris DAX, Inc., a Delaware corporation and registered money services business (together with its Affiliates, “**Crypto.com**” or “**we**” or “**us**”), and/or the relevant Affiliates providing services in your area for the particular service or services you access.
- 1.2.** These Prime CA Terms and Conditions (“**Prime Terms**”) are a contractual agreement, binding on you (“**you**” or “**Customer**”) upon your acceptance of the Prime Terms in a manner described in this Section 1.2 and in Section 1.3, in consideration of our provision of certain services to you described herein. Without limiting, abridging, or modifying Section 1.3 herein, by using the Prime Services, you acknowledge that you are entering into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by these Prime Terms as well as the Crypto.com App CA Terms and Conditions (“**App Terms**”), the OTC Addendum to the Crypto.com Exchange Trading Terms and Conditions (“**OTC Terms**”), the Privacy Notice, and the Prime Services FAQs (available [here](#)) posted on the Crypto.com website.
- 1.3.** Your acceptance of the Prime Terms occurs when you take the earliest of any of the following actions: (i) accepting the Prime Terms via electronic acknowledgement in the Crypto.com App; (ii) using the Prime Services; or (iii) giving Crypto.com a written or electronic signature, clicking “I accept” or “I agree” or analogous statement to be bound as applicable. Upon taking any of the foregoing actions, you shall be deemed to have entered into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by these Prime Terms, the App Terms, the OTC Trading Terms, the Privacy Notice, and the Prime Services FAQs.

- 1.4. These Prime Terms incorporate the App Terms, the OTC Trading Terms, and the Prime Services FAQs, all of which collectively form the agreement between you and Crypto.com regarding the Prime Services (the “**Agreement**”).
- 1.5. **Priority.** Subject to the application of any mandatory provisions of any Applicable Law, if there is any inconsistency between:
 - (a) these Prime Terms and the Prime Services FAQs, these Prime Terms prevail;
 - (b) these Prime Terms and the App Terms, these Prime Terms shall supersede and prevail exclusively with respect to the Prime Services. However, the App Terms shall supersede and prevail exclusively with respect to the Crypto.com App Services;
 - (c) these Prime Terms and the OTC Trading Terms, these Prime Terms shall supersede and prevail exclusively with respect to the Prime Services. However, the OTC Trading Terms shall supersede and prevail exclusively with respect to the OTC Trading Services;
 - (d) the Prime Services FAQs and the App Terms, the Prime Services shall supersede and prevail exclusively with respect to the Prime Services. However, the App Terms shall supersede and prevail exclusively with respect to the Crypto.com App Services; or
 - (e) the Prime Services FAQs and the OTC Trading Terms, the Prime Services shall supersede and prevail exclusively with respect to the Prime Services. However, the OTC Trading Terms shall supersede and prevail exclusively with respect to the OTC Trading Services;
- 1.6. The Agreement supersedes and overrides all prior terms and conditions and agreements pertaining to your use of the Prime Services; provided, however, that these Prime Terms do not change the identity of the Crypto.com entity or entities that provide(s) services to you.
- 1.7. We reserve the right to change or modify any of the terms and conditions contained in the Prime Terms or any policy governing the use of the Prime Services, including the App Terms, OTC Trading Terms, and the Prime FAQs, at any time and in our sole discretion. Any changes or modifications will be effective immediately upon posting of the revisions, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Prime Services following the posting of changes or modifications will confirm your acceptance of such changes or modifications.

2. Definitions

These Prime Terms incorporate the definitions and interpretations thereof included in the App Terms and the OTC Trading Terms.

Additionally “**Application**” means an application by you to have your existing account with Crypto.com expanded to include Prime Services;

3. Eligibility

Crypto.com will, in its sole discretion, determine whether to offer you the Prime Services and/or continue offering you the Prime Services. We grant you the right to use and access the Prime Services, subject to your continued compliance with the following criteria and all other obligations contained in this Agreement:

- (a) You are an approved user of the Crypto.com App who has completed the registration process and received an approval email from Crypto.com;
- (b) You comply with the App Terms, including any and all representations and warrants required and eligibility criteria contained therein; and
- (c) You maintain, at all times, the minimum deposit or asset maintenance criteria specified in the Prime Services FAQs; and
- (d) any self-certification or attestation we may require you to perform as a condition of your eligibility for Prime.

Further, you represent and warrant that you meet all of the foregoing criteria.

You hereby agree to provide us any documentation required to determine your eligibility for the Prime Services. You hereby represent and warrant that any and all information provided to us, our Affiliates or any of our third-party service providers, is always complete, accurate and up-to-date in all respects and that in the event that such information ceases to be complete, accurate and up-to-date, you shall provide us, our Affiliates and third party service providers which such revised and updated information without delay. It is your responsibility to update us with any changes in your personal information or any other information you may have provided us with during registration or else in the course of your engagement with the Prime Services. If at any time we believe that your information is incomplete, outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. Failure to complete any step of the registration process or provide up to date information may result in your inability to or adversely affect your use of the Prime Services. You undertake to indemnify us, our Affiliates and any third-party service providers for any and all losses incurred as a result of your failure to provide complete, accurate and up-to-date information at any point prior to and following termination of the Prime Services. You agree to promptly notify Crypto.com

in writing if you ever fail to maintain the eligibility requirements. Notice may be provided via email to Crypto.com at contact@crypto.com.

If you are eligible, you are only able to access the Prime Services after Crypto.com has approved your Application and you have accepted the Prime Terms.

4. Prime Services

The Prime Services shall include the following:

4.1. Prime Spot Trading Services

Prime users will receive preferential trading fees and improved price stability on Digital Asset transactions relative to Digital Asset transactions included in the Crypto.com App Services. For the avoidance of doubt, you shall continue to pay any Fees associated with the trading, deposit and/or withdrawal of Digital Assets. You agree to pay the Applicable Fees for each individual transaction, in addition to any other amounts payable under the Agreement.

4.2. Prime Benefits

From time to time, Crypto.com may distribute to eligible individuals who use the Prime Services various rewards and benefits, including:

1. Prime-only deposit reward campaigns as may be operated from time to time by Crypto.com. Such campaigns shall run for a limited time at the discretion of Crypto.com, subject to the following:
 - a. only deposits made on or from the commencement date of the campaign are considered for the purposes of the bonus. For the avoidance of doubt, Digital Assets already maintained with or via the Crypto.com App prior to the commencement date of the campaign shall not qualify;
 - b. you must maintain such deposits in your Crypto.com App pursuant to Prime for the duration prescribed by Crypto.com as a condition of the campaign;
 - c. Crypto.com shall determine the methodology for calculating the value of deposits made in accordance with subparagraph (a). For the avoidance of doubt, any decrease in the market value or mark-to-market value of such deposits subsequent to their receipt by Crypto.com shall not be indemnified, reimbursed, insured or otherwise made good by Crypto.com and you shall bear all risks of such decrease in value; and
 - d. rewards shall take the form determined by Crypto.com in its sole discretion and shall be paid out at the end of the qualifying period specified by Crypto.com (which

may be distinct and different from the campaign period). For the avoidance of doubt, any rewards accrued (but not yet disbursed pending the qualifying period being met) shall not entitle you to interest on the rewards.

2. the Account Protection Program (“**APP**”), subject to the conditions set forth on the Site at <https://help.crypto.com/en/articles/5938387-crypto-com-app-policy> and in these Prime Terms regarding the APP. As set forth on the Site, APP requires minimum conditions to be met before Crypto.com, in its sole discretion, may choose to provide, as a gratuity, funds, and those funds are subject to limits;
3. larger deposit and withdrawal limits with respect to supported fiat currency relative to the Crypto.com App Services, subject to limits imposed by third party financial institutions and Applicable Law;
4. larger deposit and withdrawal limits with respect to supported Digital Assets relative to the Crypto.com App Services;
5. referral bonuses; and
6. other benefits in Crypto.com’s sole discretion and as a gratuity.

All benefits are provided solely at Crypto.com's discretion and as a gratuity. Any rewards provided to you are not interest. The nature of these rewards and specified conditions to obtain them are described in the Prime Services FAQs. Various conditions may apply as described herein or in the Prime Services FAQs.

Neither your Digital Asset Wallet nor Fiat Wallet is a depository account. Funds stored in your Digital Asset Wallet and Fiat Wallet do not earn any interest and are not protected by any government-backed depositor compensation, insurance or guarantee scheme, unless otherwise expressly stated.

The APP is provided to you in Crypto.com’s sole discretion and as a gratuity. The APP is NOT insurance nor a warranty; it is not a government-sponsored program. Crypto.com reserves the right to discontinue, condition, and/or change the terms and conditions of the APP at any time without notice.

4.3. Ineligible for Rewards+

Prime users are ineligible for the Rewards+ program.

5. Termination

- 5.1. In addition to any other rights Crypto.com may have under the Agreement, we may, in our sole discretion:

(i) remove any aspect of the Prime Service or the Prime Service in its entirety; or

(ii) terminate these Prime Terms in whole or in part.

by providing notice through the Website, the Crypto.com App, and/or otherwise in accordance with the electronic communications provisions and notice provisions set forth in the Agreement.

- 5.2.** We may, at our sole discretion, with or without notice: (i) cancel any Transaction open at the date and time the Supported Asset ceases to be made available, or at which the Prime Terms is terminated; (ii) cancel, refuse to execute or otherwise terminate any Transaction; and (iii) take such steps, or require you to take such steps, we consider necessary for the purpose of protecting ourself against risk of Loss and maintaining the integrity of the Prime Services.
- 5.3.** You agree that Crypto.com may exercise its rights under Section 6.2 without any liability or Loss to Crypto.com, and that you will not hold Crypto.com liable for any Loss arising from action taken or inaction, or steps required, by Crypto.com under this Section 6.
- 5.4.** Crypto.com may at any time and without liability to you, terminate, suspend, or limit your use of the Prime Services (including freezing the Crypto Assets in your account, freezing or closing your Wallet, refusing to process any Transaction, or wholly or partially reversing, canceling or voiding any Transactions that have been affected) for any reason, including:
- (a) in the event of any breach by you of any of the terms of the Agreement;
 - (b) for the purposes of complying with Applicable Laws;
 - (c) where Crypto.com suspects that a Transaction effected by you is potentially connected to any unlawful activities (including but not limited to money laundering, terrorism financing and fraudulent activities);
 - (d) to remedy the effects of any defect in, or compromise to, any information system upon which Crypto.com relies on;
 - (e) as may be informed by its internal monitoring policy and the profile of spending reasonably anticipated for the type of consumer group you belong to; or

(f) in Crypto.com's absolute opinion that an Order or Transaction has been executed based on an aberrant or erroneous value.

Crypto.com reserves the right to withdraw or suspend your right to use the Prime Service at any time without prior notice to or any consent from you and without assigning any reason for that action. Your obligations under the Agreement will continue in the event of such suspension or termination described in this clause. Crypto.com's rights of limitation, suspension, and termination under this Agreement shall be without prejudice to any other rights or remedies that it may have (whether under the Agreement, Applicable Law or otherwise). In any event, all provisions in the Agreement in connection with payments, clawbacks, indemnities, limitation of liability, disclosure of information, set-off, asset conversion, and tax survive termination of the Agreement. Unless expressly stated otherwise in the Agreement, Crypto.com may exercise a right or remedy, give or refuse its consent or approval, and/or make any other determination or decision, in connection with the Agreement in any way it considers appropriate in its absolute discretion, including by imposing conditions. Crypto.com need not provide reasons for any decision it makes. Except for a waiver or variation in accordance with this Agreement, nothing Crypto.com does suspends, varies or prevents it from exercising its rights under the Agreement. You shall not be entitled to any payment, compensation or damages from Crypto.com in relation to any suspension, reversal, or termination of your use of the Prime Services or your account for any reason whatsoever. Any limitation, suspension, or termination of your use of the Prime Services for any reason whatsoever shall not release you from any liability or responsibility on your part that at the time of such limitation, suspension, or termination has already accrued.

6. Calculations and Conversions.

6.1. Prime Spot Trading Services Calculations. The following applies specifically with respect to the calculation agent for the Prime Spot Trading Services:

(a) We are the calculation agent for the Prime Spot Trading Service and each Transaction. All calculations are carried out in our sole discretion, unless otherwise specified.

(b) The calculation agent is responsible for calculating the fees and any amounts, periods and dates (including changes to any of them).

(c) The calculations and determinations of the calculation agent are final and binding on you in the absence of manifest error, and will be applied using such methodology as we determine in good faith and at our discretion.

- 6.2. Prime Spot Trading Services Conversions.** All conversions between Supported Assets to satisfy any obligation under the Agreement will be done on a spot basis at the prevailing market rate unless otherwise stated.

7. Risk Disclosure Statement

In addition to any other risks disclosed by us that are relevant to your use of the Prime Services, the following risks apply:

- 7.1.1. Transactional Risks.** Using the Prime Services may involve substantial risks and the Prime Service is suitable only for those who have the knowledge and experience in these services (and Virtual Assets generally) necessary to enable them to evaluate the risks and the merits of entering into a Transaction. Prior to entering into a Transaction, you should consider carefully, in light of your own financial circumstances and objective, as well as all the information set forth in the Agreement. You should make inquiries and seek independent professional advice as you deem necessary without relying on Crypto.com or its representatives.
- 7.1.2. Prices may be Volatile.** The prices of Virtual Assets may be influenced by many market factors. This may cause the price to fluctuate upwards or downwards. For this reason, prices of Virtual Assets can be speculative and highly volatile. It is important that you understand the nature of the Virtual Assets and these risks before making a decision to use the Prime Services.
- 7.1.3. No Guarantees in Relation to Pricing.** You must consider the merits of any transaction, including the pricing available to you by Crypto.com relative to other prices that may be available to you. The offering price made available by Crypto.com is subject to various factors (including the general state of the market (if any) relevant to that Virtual Asset, trade volumes, liquidity of the Virtual Asset, etc). Crypto.com does not make any representations or guarantees about any price or other terms provided in relation to any Virtual Asset, including whether better pricing or terms would be available through other service provided by Crypto.com or any third party. This means you may receive less favorable terms that may otherwise be available and you must consider this yourself. Substantially the same risks also apply to other asset calculations and terms.
- 7.1.4. Our Right in Relation to the Available Asset Requirement.** If the Available Assets in your Wallet do not, in our opinion, satisfy the Available Asset Requirement for any reason, we may require that you transfer, within such time we think fit, additional Available Assets to your Wallet in order to enable you to access and use the Prime Spot Trading Service. In particular, you could be asked, at short notice, to transfer additional Available Assets if the market moves unfavorably during the term of a particular Transaction or if we change the Available Asset Requirement at our discretion at any time. Such additional Available Asset

Requirement may be substantial in poor market conditions and in other circumstances.

7.1.5. Conflicts of Interest. Crypto.com acts as your counterparty and calculation agent. As such, potential conflicts of interest may exist between you and Crypto.com, including with respect to certain determinations and judgements made by Crypto.com, as calculation agent, which may influence the amount payable/receivable upon execution of a Transaction. You acknowledge and agree that: (a) Crypto.com is under no duty to advise you in relation to any Transaction and may generate and retain profit from Transactions; and (b) you will carefully assess, and obtain such advice as you consider necessary in relation to, the merits and risks of any Transaction having regard to your own needs and circumstances; and (c) you are solely responsible to undertake your own diligence as to the comparability of the terms of any prospective Transaction with the terms of a similar transaction that may be available via other venues.

7.1.6. Risk of Service Modification or Removal. We may remove any Prime Service from the scope of Prime Terms in accordance with the provisions as set out in the Agreement. Such removal may result in Loss.

7.1.7. Other Risks. Other risks inherent in the use of the Prime Services include but are not limited to:

(a) the limitation of your (or even any person's) ability to predict correctly how particular Virtual Assets will change in value. You must carefully assess your own ability to enter into any Transaction in respect of each Prime Service; and

(b) risks that may be caused or exacerbated by any other transactions or other dependencies.

8. User Acknowledgements, Representations, Warranties, Covenants – General

By signing up to use the Prime Services, you acknowledge, represent, and warrant, in each case as applicable, each of the items contained in this Section 8 and all of its subsections.

8.1. Acknowledgement and Assumption of Risks.

You represent and warrant that you have received a copy of, have carefully read, understand, accept, and agree to assume all of the various risks involved in using, holding, trading, delivering, transacting, and transferring Digital Assets and the use of Prime Services. You agree that Crypto.com shall not be liable to you for any loss, damage, expense, or liability that may relate to any of the risks specifically set forth in these Terms. Further, you represent that you are able to

bear any financial or other loss associated with or that may otherwise relate to your use of Prime Services.

8.2. Non-Reliance.

- 8.2.1.** You represent that you are not relying on (and will not at any time rely on) any communication (written or oral) of Crypto.com as advice or as a recommendation to engage in any transaction involving Digital Assets. Further, you confirm that Crypto.com has not (a) given any guarantee or representation as to the potential success, return, effect, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of transacting in Digital Assets or (b) made any representation to you regarding the legality of transacting in Digital Assets under Applicable Laws. In deciding to use Prime Services to transact in Digital Assets, you are not relying on the advice or recommendations of Crypto.com, and you have made your own independent decision that using Prime Services and transacting in Digital Assets are suitable and appropriate for you.
- 8.2.2.** We do not provide investment advice, and any content on the Crypto.com App and Site or other communication channels should not be considered as a substitute for tailored investment advice. The contents of the Crypto.com App and Site should not be used as a basis for making investment decisions and should not be construed as an attempt to market or promote any type of Digital Asset.

9. Title

- 9.1.** Except as otherwise specifically provided in the Prime Terms, as between you and Crypto.com, title to the assets in your Wallet shall at all times remain with you and shall not transfer to Crypto.com. All such assets are held for your benefit, are not property of Crypto.com, and are not subject to claims of Crypto.com's creditors. As owner of such assets, you shall bear all risk of loss of such assets as set forth in this Agreement. Except as required by law, or except as provided herein, Crypto.com will not sell, transfer, loan, hypothecate, or otherwise alienate such assets unless instructed by you or except as required by Applicable Law. Notwithstanding the foregoing and anything to the contrary in this Agreement, all such assets are subject to Crypto.com's recovery rights as set forth below and elsewhere in the Agreement, and this Section 9.1 does not abridge, modify, invalidate, supersede, or extinguish any of Crypto.com's rights as set forth herein. Further, you acknowledge that, for the purposes of this Agreement, Crypto Assets of like kind are considered to be fungible assets, and your title to the assets in your Wallet gives you ownership rights in the corresponding amount of each kind of Crypto Asset in your Wallets but not necessarily in a specifically-identified or specifically-identifiable token or other representation of such Crypto Asset.

Notwithstanding the foregoing, Crypto.com does not make any representation as to the likely treatment of the assets in your Wallets in the event that you, Crypto.com, or any third-party custodial service we may use becomes subject to an insolvency proceeding in any jurisdiction. You explicitly understand and acknowledge that the treatment of such assets in the event of such an insolvency proceeding is unsettled, not guaranteed, and may result in a number of outcomes that are impossible to predict, including but not limited to the total loss of any and all such assets. To secure the due and punctual fulfillment and payment of all of your obligations to Crypto.com hereunder and/or under other agreements between you and Crypto.com and all other monies from time to time owing by you to Crypto.com, you hereby assign, convey, transfer, set over, grant a continuing security interest in, and pledge, to and in favor of Crypto.com and its successors and assigns, your interests in the assets held in your Wallets (the “**Security**”). Crypto.com may at any time and without notice to you: (i) set off any amount it owes you against any amount that you owe Crypto.com; or (ii) recover any amount you owe Crypto.com (in either case, whether or not the obligation is matured or contingent and irrespective of the currency, asset or place of payment). Any amounts that are so set off will be discharged promptly and in all respects. These rights are in addition to other rights Crypto.com may have to take, transfer, or charge from any assets or balance in your Wallets for obligations you owe to Crypto.com.

- 10. Entire Agreement and Amendments.** This Prime Terms and any other documents, communications, and information incorporated by reference herein sets forth the entire agreement between the parties hereto and supersedes and cancels any and all prior agreements between the Parties hereto, express or implied, relating to the subject matter hereof, with the exception of any agreement signed contemporaneous hereto. Any part of this Agreement may be amended at Crypto.com’s sole discretion from time to time, and your receipt of written notice from us about such amendment or your continued use of your account or any other aspect of the Prime Services after such amendment will constitute your acceptance of such amended terms. Except as provided in the foregoing sentence, the Agreement may not be changed, altered, modified or amended.