

## Crypto.com PRIME (EEA – except Netherlands) Terms & Conditions

**Last Update: 5 April 2024**

### **1. INTRODUCTION**

1.1. The Crypto.com **PRIME** Services (described below) are provided to you by **Foris DAX MT** Limited (together with its Affiliates or Associated Entities, "**Crypto.com**").

1.2. These terms and conditions ("**Terms**") will apply to your use of the Crypto.com App Services. Please take the time to read and understand these Terms before using these services so that you are aware of your legal rights and obligations.

1.3. By using the Crypto.com App Services and/or completing the sign-up process, 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 Terms.

1.4. These Terms incorporate within them as though they were fully restated herein, the provisions of the following terms and policies which shall collectively govern the use of the Services:

- (i) our privacy notice as accessible at the following link: <https://crypto.com/en/privacy.html> ("**Privacy Notice**");
- (ii) any Frequently Asked Questions ("**FAQs**") and/or operating rules ("**Rules**") as published by Crypto.com specifically for Prime; and
- (iii) our cookies policy accessible at the Cookies Consent banner on our Site.

For the avoidance of the doubt, these Terms, FAQs and Rules may be amended or varied from time to time at the discretion of Crypto.com.

1.5 In the event of any inconsistency, the following order of priority shall apply:

- (i) these Terms;
- (ii) FAQs and Rules;
- (iii) Terms and conditions of the Crypto.com App entered into between Foris DAX MT Limited and the user governing (inter alia) the user's use of the App Crypto Wallet ("**App Terms**") available here;
- (iv) Terms and conditions entered into between Foris MT Limited and the user governing (inter alia) the user's use of the Fiat Wallet ("**Fiat Wallet Terms**") available here; and lastly
- (v) Terms and conditions entered into between Foris MT Limited and the user governing (inter alia) the user's use of the Crypto.com Prepaid Visa Card ("**Card Terms**") available here.

**1.6. Definitions and Interpretation.** In these Terms:

**"Account"** means the digital account (which is not an electronic wallet) associated with your access to and use of the Crypto.com App, and the records we maintain to account for the value of Digital Wallets, Fiat and other transactions associated with your use of the Crypto.com App;

**"Airdrop"** means a distributed or attempted distribution where an address that holds a Digital Asset receives or is allocated a certain amount of the same or another Digital Asset;

**"Amount Owing"** means the total of all amounts (in Fiat and Digital Assets cumulatively) that at any time are payable, are owing but not yet payable, or are contingently owing, by you in connection with the Margin Trading Facility to Crypto.com;

**"Enhanced APP"** means an enhanced version for Prime customers only, of the standard Account Protection Program as specified in Clause 9B of the Crypto.com App Terms and for which the qualifying conditions, supported jurisdictions and benefits are set out [here](#). The enhancements relate to the increase in the Recovery Limit as well as any other enhancements that may be specified in the Prime FAQ(s) from time to time. For the avoidance of doubt, APP shall not be available with respect to Crypto.com Visa Card;

**"Applicable Law"** means any law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including all parties to these Terms), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any governmental or regulatory authority;

**"Application"** means an application by you to have your existing Account with Crypto.com expanded to include Prime Services;

**"Applicable Margin Fees"** means any fees applicable to Margin Trading Facility as set out in the applicable FAQs and/or Margin Guidelines;

**"Affiliate"** means a legal entity directly or indirectly, controlling, controlled by or under direct or indirect common control with another person, entity or company;

**"Associated Entity"** means a legal entity in the same group of companies as Foris Dax MT Limited;

**"Business Day(s)"** means any day except any Saturday, Sunday or public holiday which banking institutions are open for normal business activities, in the jurisdiction where the transaction or business activity under these T&Cs is concerned;

**"Clause"** means each numbered provision or section of these T&Cs;

**"Collateral"** means the amount of immediately available Digital Assets maintained, or required to be maintained with us by you in the Account. For the avoidance of doubt, the Collateral that Crypto.com may require you to maintain may consist of one or more types of Digital Assets and/or Fiat;

**"Crypto.com"** shall have the meaning ascribed to the term in Clause 1.1;

**"Crypto.com App"** means the mobile application software developed, owned and released by Crypto.com and available for download for Android or Apple iOS, including all content and services listed in Clause 2.1 of the App Terms and made available on or through the same, and any and all updates, upgrades, supplements, releases and versions thereof;

**"Crypto.com App Services"** or **"Services"** refers to the Service Content and all related features, services, content and applications described in Clause 2.1 of the Crypto.com App terms, which Crypto.com may make available to you on the Crypto.com App and Site from time to time in respect of your Digital Assets;

**"Crypto.com Prepaid Visa Card"** means the virtual or physical Visa prepaid card offered by Crypto.com;

**"Enabled Device"** means the mobile communications or other device successfully registered by you with Crypto.com for use in connection with the Crypto.com App (including any Fiat Wallet or Crypto.com VISA Prepaid Card thereunder);

**"Encumbrance"** means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist.

**"EUR"** means the official currency of the member states of the eurozone of the European Union;

**“EUR Wallet”** means the e-money wallet provided by the Issuer (as defined in the Fiat Wallet Terms ) within the Crypto.com App which holds fiat funds in EUR;

**“Fees”** means all fees imposed by us for the use of the Crypto.com App Services and/or Digital Asset Wallet;

**“Fiat”** means the sovereign-issued currencies that are recognized legal tender in the country or territory of the use/user of the Crypto.com App;

**“Fiat Wallet”** means one of the wallets in the Crypto.com App which holds fiat funds;

**“Forced Liquidation”** means an event described in clause 5.17.

**“Fork”** means changes in operating rules of the underlying protocols of a Digital Asset that may result in:

- (a) more than one version of that Digital Asset;
- (b) material changes in the value, function, and/or the name of a Digital Asset; and/or
- (c) Crypto.com holding an amount (which may be an identical amount) of Digital Assets associated with each forked network,

in each case as determined by us in our sole discretion.

**“Haircut”** has the meaning given to that term in the applicable FAQs and/or the Margin Guidelines.

**“Margin Call”** means an event described in clause 5.16.

**“Margin Confirmation”** means a written or electronic confirmation of the particulars of the Margin Trading Facility.

**“Margin Guidelines”** means the applicable “Margin Guidelines” in relation to the Prime Services which may be communicated to you by Crypto.com.

**“Margin Health Score” or “Health Score”** has the meaning given to that term in the applicable FAQs and/or Margin Guidelines.

**“Margin Trading Facility”** means the facility which Crypto.com may at its discretion make available to you with respect to Prime Services, under which you may acquire or dispose of Digital Assets *via* the Crypto.com App;

**“Margin Wallet Balance”** means the value of eligible collateral balance to support open positions, open orders and haircut reserves in respect of margin trading pursuant to Prime Services, as further specified in applicable FAQs and/or Margin Guidelines.

**“Maximum Borrowing Limit”** means the maximum amount that Crypto.com is willing to make available under a Margin Trading Facility, as set out in applicable FAQs and/or Margin Guidelines;

**“Maximum Collateral Limit”** means the maximum amount of collateral that Crypto.com is willing to accept in respect of the Margin Trading Facility, as further specified in applicable FAQs and/or the Margin Guidelines.

**“Maximum Product Leverage”** has the meaning given to that term in the applicable FAQs and/or the Margin Guidelines.

**“Network Event”** in relation to a Digital Asset means:

- (a) a Fork, Airdrop or other event which results in the generation of new or alternate Digital Assets from or in relation to an existing Digital Asset, and which creates rights of an existing Digital Asset holder to receive or otherwise control the newly created Digital Assets immediately after the Network Event; or
- (b) any event in respect of any protocol underlying a Digital Asset, which is exogenous to us, and results in loss of control or ownership of Digital Assets held by Crypto.com or you, including any consensus by a relevant network protocol to fail to honour or record a transaction on the network, or to revert any transaction previously honoured or recorded on the network.

**“Prime”** or **“Prime Services”** is a by-invitation-only preferential program under the Crypto.com App Services, available only to certain eligible customers of the Crypto.com App and for which Crypto.com shall set minimum qualifying requirements which it may amend or vary from time to time without notice to you;

**"Site"** means the website at <http://crypto.com/prime>;

**"we/us/our"** means Crypto.com;

**"you/your"** means the individual who is the user of Prime, as a preferential program of the Crypto.com App.

## **2. THE SERVICES**

2.1. Prime Services shall comprise the following services:

- (a) the Margin Trading Facility. You understand and accept that the list of Digital Assets available for trading in relation to the Margin Trading Facility may be more limited than the general offering of Digital Assets for Trading on your Crypto.com App and is subject to further conditions specified in the applicable FAQs and/or Margin Guidelines;

- (b) preferential trading fees, deposit limits and withdrawal limits with respect to Digital Assets. For the avoidance of doubt, you shall continue to pay any Fees associated with the trading, deposit and/or withdrawal of Digital Assets;
- (c) preferential deposit and withdrawal limits with respect to Fiat, subject to bank account limits imposed by third party financial institutions;
- (d) an enhanced incentive program with respect to Clause 2.1(e) of the App Terms;
- (e) 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:
  - (i) 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;
  - (ii) 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;
  - (iii) Crypto.com shall determine the methodology for calculating the value of deposits made in accordance with subparagraph (i). 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
  - (iv) 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;
- (f) various other rewards and benefits, such as reductions in fees related to the Prime Services or Crypto.com App Services, improved price stability on relative to certain transactions included in the Crypto.com App Services, referral bonuses, or other benefits in Crypto.com's sole discretion and as a gratuity;
- (g) the application of Enhanced APP benefits;
- (h) subject to, or as modified by the above-mentioned, and if applicable, the continuation of the provision of:

- (v) the Services provided to you under the App Terms;
  - (vi) the Services provided to you under the Fiat Wallet Terms ; and
  - (vii) the Services provided to you under the Card Terms . You may be offered an enhanced card tier at the discretion of Crypto.com; and
  - (viii) any other qualifying services and products which are offered by Affiliates of Foris DAX MT Limited via the Crypto.com App, provided that such services and products shall be governed by separate sets of terms and conditions and are not incorporated to these Terms.
- (i) Subject to Applicable Law, we reserve the right and without liability to you to update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Prime Services or change any features, component or content thereof at any time.

### 3. ELIGIBILITY

3.1 Crypto.com may at its discretion, make one or more of the Prime Services available to you in accordance with these Terms and only if:

- (a) Crypto.com has already approved your Application. For the avoidance of doubt, this shall include:
  - any additional due diligence we may need to perform on you for Prime Services, in addition to compliance measures already performed when you opened your Crypto.com App Account;
  - any minimum asset maintenance we may require you to upkeep within the Crypto.com App for the duration of your use and eligibility of Prime as well as any specific rewards campaigns we may offer; and
  - Any self-certification or attestation we may require you to perform as a condition of your eligibility for Prime.
- (b) you satisfy on an ongoing basis, any minimum deposit or asset maintenance criteria specified in the FAQs, and/or Rules and any other financial eligibility criteria we may specify;
- (c) you meet any other requirement under Applicable Law for you to qualify as an accredited investor, professional investor, wholesale investor or similar characterization;
- (d) Crypto.com is able to satisfy itself at all times that making Prime Services available to you will not result your Account violating any limits, rules or controls we may impose, especially in relation to any Margin Trading Facility we make available to you under the Services; and

- (e) the Margin Trading Facility is permitted to be available in your jurisdiction and to your class of customers (by way of financial thresholds), as determined by us from time to time in our discretion.

3.2 . 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.

#### **4. DUTIES AND OBLIGATIONS**

4.1 By signing up for the Prime Services, you represent and warrant that:

- (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 have read, understood and agreed to the following and shall remain at all times in compliance with the same:
  - (i) The Crypto.com Privacy Notice which is published on the Site;
  - (ii) the App Terms;
  - (iii) the Fiat Wallet Terms;
  - (iv) to the extent that you wish to obtain and use the Crypto.com Prepaid Visa Card (including any version available under the Prime Services), the Card Terms; and
  - (v) any FAQs or Rules in respect of any of the above and Prime Services.
- (c) you are at least eighteen (18) years of age;
- (d) you are not resident or a resident of, and do not otherwise have any relevant connection with (including by virtue of being a tax resident), any jurisdiction which:
  - (i) restricts or prohibits the entry into of performance of obligations under these Terms, the App Terms, The Card Terms and/or Fiat Wallet Terms;



- (ii) restricts or prohibits the deposit, withdrawal, trading, holding, custody, or any other type of other dealing with any Digital Assets generally made available to you by the Crypto.com App Services or more specifically for which you are offered the Margin Trading Facility under the Prime Services;
- (e) you are not located in, under the control of, or a national or resident of any:
  - (i) jurisdiction sanctioned by the United Nations General Assembly; or
  - (ii) jurisdiction sanctioned by any government, regulatory authority, judicial authority or law enforcement agency of the United States of America, United Kingdom, European Union and comparable jurisdictions (as determined by Crypto.com in accordance with Applicable Laws);
- (j) you have the full right, power, and authority to agree to these Terms;
- (k) you are the authorised user of the Enabled Device, and your Enabled Device is not jailbroken, meaning that you have not, nor are you aware of anyone having, used an exploit to remove manufacturer or carrier restrictions from the relevant device;
- (l) you are not impersonating any other person, operating under an alias or otherwise concealing your identity;
- (m) you agree to provide us with all information and/or documents requested by us (including such information and/or documents as may be required by us for compliance with Applicable Law) from time to time;
- (n) you agree to cooperate with all requests made by us or any of our third party service providers on our behalf in connection with your accessibility and use of the Prime Services, including to identify or authenticate your identity or validate your funding sources or transactions. This may include, without limiting the generality of the foregoing, requiring further information and/or documents that will allow Crypto.com to reasonably identify you, including requiring you to take steps to confirm ownership of your phone number or payment instruments or verifying your information against third party databases or through other sources;
- (o) you agree and accept that we are entitled, in our sole discretion, to refuse your application for or to suspend, terminate or limit your use of the Prime Services, and/or to change the eligibility criteria for registration at any time;
- (p) you agree that we may confidentially verify the information you provide us with or obtain information on you ourselves or through third parties from secure databases. By agreeing

to these Terms, you confirm that you consent to us or a third party carrying out such verifications on our behalf;

- (q) You undertake to ensure that any information you provide to us, or any of our third party service providers, is always accurate and up to date. You accept that at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. You agree and accept and understand that failure to complete any step of the registration process may also result in your inability to use the Prime Services;
- (r) you are the beneficial owner of (or if you are acting as a trustee, the legal owner) of any Digital Asset or Fiat subject to these Terms and forming the subject matter of the Services; and
- (s) you are compliant with all Applicable Law requirements to which you are subject, including without limitation, all tax laws and regulations, margin control requirements and registration requirements.

## **5. MARGIN TRADING FACILITY**

- 5.1 The Margin Trading Facility can only be used to facilitate Digital Asset transactions on your Account.
- 5.2 The Margin Trading Facility must be used in compliance with Applicable Law and is subject to any rules, restrictions or conditions thereunder with respect to margin trading.
- 5.3 Transactions under the Margin Trading Facility will be recorded in your Account, and Crypto.com reserves the right to record these as a separate sub-ledger entry.
- 5.4 The Margin Trading Facility consists of a debt obligation by you to Crypto.com in respect of the Amount Owing.
- 5.5 You acknowledge and agree that we may use the technology, platform or services of an Affiliate or Associated Entity for the provision and fulfillment matching of orders, settlement or clearing of buy or sell orders under Prime Services. For the avoidance of doubt, this shall not avail any insurance policy or fund, socialized loss, good faith compensation, account protection program or other recompense of such Affiliate or Associated Entity to you, under or in connection with Prime Services.
- 5.6 You shall pay any Applicable Margin Fees and interest payable under the Margin Trading Facility set by Crypto.com and which we may vary or amend from time to time.
- 5.7 Crypto.com reserves the right to suspend, terminate, withdraw, recall or clawback any Margin Trading Facility (including any limitation placed on your right to withdraw the Margin Trading

Facility to your Crypto.com App Account) at any time. You must repay all of the Amount Owning in accordance with the specifications (if any) set by Crypto.com.

5.8 In the event of any Network Event, 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, including (but not limited to) determining what action to take in respect of the Network Event, determining who should have ownership or receive newly created Digital Assets and/or benefits, revising the Margin Borrowing Limit or any other limits in relation to the Margin Trading Facility, recalling, suspending or terminating the Margin Trading Facility early, or amending any terms in relation to the Margin Trading Facility.

5.9 You acknowledge and agree that all benefits flowing from rights in relation to the Digital Assets associated with the Margin Trading Facility (including all benefits and rights flowing from any Network Event such as property received from Forks or Airdrops) shall be retained by Crypto.com. You agree to pay or transfer to Crypto.com such property, rights or benefits pursuant to such Network Events, failing which Crypto.com may take any of the actions in clause 5.15 without further reference to you.

5.10 You acknowledge and agree that any Margin Trading Facility made available to you is subject to, and must not exceed either the:

- (a) Maximum Borrowing Limit or Maximum Collateral Limit (as applicable), which you further acknowledge is a general limit to a class of (Prime Services) customers set by Crypto.com and may not be available to you specifically; or
- (b) Any other limits that we may prescribe from time to time.

5.11 You may not enter into transactions under the Margin Trading Facility in excess of the Maximum Borrowing Limit, Maximum Collateral Limit or any other applicable limits, including leverage limits. If any of these limits are reached, you authorise Crypto.com to take one or more actions in clause 5.15 without further reference to you.

5.12 The Collateral in full (or such part thereof as prescribed by Crypto.com absent which the default requirement shall be the maintenance of Collateral in full) shall be required to be provided and maintained in the Account by you, before you shall be permitted to enter into any margined transaction under the Prime Services. Crypto.com in its sole discretion will determine:

- (a) the initial provision and subsequent maintenance with us of such form and level of Collateral, as well as the methodology used to calculate the Collateral and any applicable Haircut described in the applicable FAQs and/or Margin Guidelines;
- (b) the Maximum Borrowing Limit and Maximum Collateral Limit;

- (c) the Margin Health Score and/or Margin Wallet Balance, and prescribed thresholds described in the applicable FAQs and/or Margin Guidelines to determine if there is a Margin Call or Forced Liquidation; and
- (d) such other conditions that Crypto.com may specify in the relevant Margin Confirmation.

5.13 Without limitation to clause 5.12, Crypto.com may change the Collateral requirement, Maximum Collateral Limit, or any applicable thresholds to determine if a Margin Call or Forced Liquidation occurs, and the form and Haircut (if any) applicable to, any Collateral at any time. You acknowledge that:

- (a) A change in Collateral Requirements for an existing position may result in a Margin Call, because of the effect this may have on your Margin Health Score or Margin Wallet Balance;
- (b) A change to the prescribed limits or thresholds to determine if a Margin Call and/or Forced Liquidation occurs may result in a Margin Call and/or Forced Liquidation; and
- (c) Crypto.com may, in certain conditions, effect an immediate change in Collateral requirements, Haircut or other aspects of the Margin Trading Facility and you waive any right to object on the grounds that any such change is unreasonable.

5.14 You shall pay any Applicable Margin Fees and interest payable under the Margin Trading Facility set by Crypto.com and which we may vary or amend from time to time. Applicable Margin Fees and interest are set out in the Margin Confirmation and will be deducted from your Account. Please note that if you repay more than the Amount Owning:

- (a) Crypto.com is not required to pay interest or fees on; and
- (b) no benefits accrue in respect of

the excess payment.

5.15 When any of your obligations under this clause 5 are breached and/or not satisfied in full, Crypto.com shall have the unfettered right to:

- (i) suspend your access to any or all of your Digital Asset balances including deposits and/or withdrawals;
- (ii) suspend your access to any or all of your Fiat Wallet balances including deposits and/or withdrawals;
- (iii) suspend your access to any or all of your Crypto.com VISA Card balances;

- (iv) suspend your Account generally;
- (v) suspend and/or restrict your access to any of the Crypto.com App Services or Prime Services;
- (vi) terminate or immediately recall the Margin Trading Facility under your Prime Services; and/or
- (vii) arrange to close-out all or any of your open orders and/or positions, and/or arrange to sell, dispose of or redeem in any manner deemed most advantageous to Crypto.com any or all of the property secured in Crypto.com's favour by way of any Encumbrance or Collateral without further reference to you.

**You acknowledge that it is your sole responsibility to ensure that you take any necessary steps to ensure that your obligations are met so as to avoid this from occurring.**

- (a) Where Crypto.com sells all or part of the Collateral or any other property provided as security, Crypto.com can do so without recourse or liability to you or any other party and Crypto.com can choose, in its discretion, which parts to sell. To the extent that Crypto.com sells the Collateral, any amounts left over after the Amount Owing is repaid will be refunded to you.
- (b) You acknowledge and agree that Crypto.com may not issue you a notice when it exercises its rights to terminate the Agreement and/or the Margin Trading Facility under this clause 5.15.

#### **5.16 Margin Call.**

- (a) A Margin Call occurs if, at any time (in our sole discretion) we assess that your Margin Health Score or Margin Wallet Balance falls below the prescribed thresholds described in the applicable FAQs and/or Margin Guidelines, or we consider, acting reasonably, that such action is required for the purpose of protecting Crypto.com against risk of loss on present, future or contemplated transactions.
- (b) A Margin Call must be addressed by taking one or more of the following actions in such manner as Crypto.com specifies by:
  - (i) repaying some or all of the Amount Owing, as specified by Crypto.com;
  - (ii) providing Crypto.com with additional Collateral or Digital Assets in a form acceptable to Crypto.com;

- (iii) arranging to sell, dispose of or redeem in any manner and method some or all of the assets forming part of the Collateral (with the proceeds being used to reduce the Amount Owing);
  - (iv) reducing and/or closing out some or all of your open orders and/or positions; and
  - (v) taking any other steps Crypto.com considers necessary, so that the Margin Health Score and/or Margin Wallet Balance is no longer below the prescribed threshold. Crypto.com must agree to any action under this clause before you take it.
- (c) Failure to satisfy a Margin Call may result in Forced Liquidation immediately being triggered.
- (d) You agree to manage the Margin Trading Facility to avoid a Margin Call. If at any time a Margin Call does occur and either Crypto.com does not provide notice or does not require action to be taken under clause 5.16(b):
- (i) it is not a waiver of Crypto.com's rights, nor is it a waiver of Crypto.com's right to exercise these rights at any time in the future; and;
  - (ii) Crypto.com is not obliged to take any action to stop or limit your Loss by exercising Crypto.com's rights under the Agreement (for example, Crypto.com may refuse to approve any of the actions described in clause 5.16(b)).

**5.17 Forced Liquidation.** Where a Margin Call is not addressed in accordance with clause 5.16, and/or the Margin Health Score or Margin Wallet Balance falls below a prescribed threshold described in the applicable FAQs, Crypto.com has the right to choose, in its absolute discretion, to:

- (i) take such actions to restore the Margin Health Score and/or Margin Wallet Balance to a level acceptable to Crypto.com, including reducing and/or closing out some or all of your open orders and/or position and/or positions, and/or arranging to sell, dispose of or redeem in any manner and method some or all of the property in your Account, including property secured in Crypto.com's favour (including some or all of the assets forming part of the Collateral);
- (ii) Terminate or immediately recall the Margin Trading Facility, any other Prime Services, and/or these Terms; and
- (iii) take such other steps as Crypto.com considers necessary, including the actions set out in clause 5.15 above.

**5.18 Inadequate Collateral.** If the Collateral is not in a form acceptable to Crypto.com, or the Collateral or Margin Wallet Balance does not, in Crypto.com's opinion, satisfy the Collateral

requirement or required thresholds for any reason, Crypto.com may take such action as it considers necessary, including:

- (i) realising part or all of the Collateral to satisfy your obligations, without notice to or consent from you;
- (ii) requiring you to transfer, within such time as Crypto.com thinks fit, additional Collateral acceptable to Crypto.com to meet the Collateral requirement;
- (iii) combining all amounts in your Account to net and set-off against your obligations;
- (iv) exercising Crypto.com's right of immediate liquidation, without notice to or consent from you; and
- (v) such other steps as Crypto.com considers necessary, including the actions set out in clause 5.15 above.

This clause applies in addition to Crypto.com's rights in relation to Margin Calls.

5.19 You agree that Crypto.com may deal with the Collateral in accordance with any applicable authority given by you in connection with these Terms.

5.20 Even if (despite any other term of these Terms) Crypto.com is appointed as a custodian or agent or otherwise acts in any other fiduciary capacity for all or part of the Collateral and/or Encumbrance, Crypto.com may upon the enforcement of its rights, sell, dispose of, realise, convert into any other currency or otherwise deal with the Collateral and/or Encumbrance as your agent or as mortgagee or pledgee, as Crypto.com may at its discretion deem fit, without incurring any liability whatsoever or howsoever in respect of such fiduciary capacity.

5.21 Any Encumbrance or Collateral continues to remain in place until Crypto.com has released it by way of communication to the effect in writing. You agree not to:

- (a) create any Encumbrance or allow one to exist on the whole or any part of the Collateral; or
- (b) attempt to dispose of (or agree to dispose of) or otherwise deal with any of the Collateral, without Crypto.com's prior written consent.

5.22 You irrevocably appoint Crypto.com and any other person Crypto.com nominates as your attorney to sign documents and take other action that Crypto.com considers necessary to perfect and enforce any Encumbrance or Collateral, and to exercise any of the rights conferred on Crypto.com in relation to any Encumbrance or Collateral. You agree to ratify anything Crypto.com or any other person that Crypto.com nominates does under these Terms.

## 6. TERMINATION

In addition to any other rights Crypto.com may have under these Terms, the App Terms, the Fiat Wallet Terms and/or the Card Terms, Crypto.com may in its sole direction, at any time without prior notice to you:

- (a) remove Prime Services from being made available to you;
- (b) remove any sub-feature of Prime Services from being made available to you, including any Margin Trading Facility; and
- (c) terminate the agreement entered with you under these Terms.

## 7. RISK DISCLOSURE STATEMENT

7.1 In addition to any other risks disclosed by us relevant to your use of the Prime Services, please note the following risks:

- (a) **Transactional risks.** Trading in Digital Assets especially with the use of any Margin Trading Facility may involve substantial risks and the Prime Service are suitable only for those who have the knowledge and experience in Digital Assets necessary to enable them to evaluate the risks and the merits of entering into transactions. 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:
  - (i) these Terms; and
  - (ii) applicable FAQs and Rules.
- (b) **Prices may be volatile.** The prices of the Digital Assets may be influenced by many market factors. This may cause the price to fluctuate upwards or downwards. For this reason, prices of the Digital Assets can be speculative and highly volatile. It is important that you understand the nature of these products and these risks before making a decision to use Prime Services.
- (c) **No guarantees in relation to pricing.** You must consider the merits of any transaction, including the pricing available to you via any Portals relative to other prices that may be available to you. The offering price of any Digital Asset is subject to various factors (including the general state of the market, trade volumes, liquidity and so on). Crypto.com does not make any representations or guarantees about any price or other terms provided in relation to any Digital Asset, including whether better pricing or terms would be available through any competing service provider.



- (d) **Leverage risks.** Where a transaction is leveraged, you should note that small price movements in the underlying market will have a multiplying effect on your corresponding gain or loss. Please refer to applicable FAQs for examples of gains and losses that may occur where a transaction is leveraged. Losses may even exceed the amount of margin deposited by you and you will be liable to us for any shortfall between the Collateral and the loss incurred and you may be called upon at short notice (which may be given orally) to provide additional Digital Assets.
- (e) **Collateral, Margin Call and Forced Liquidation.** We may require that you provide Collateral to support your obligations under certain transactions. In particular, you could be asked to provide additional Collateral if the market moves unfavourably during the term of a particular transaction or if we change the Collateral requirements at our discretion at any time. Such additional Collateral may be substantial in poor market conditions and in other circumstances. The risk of loss in financing a transaction by providing Collateral is significant. You may sustain losses in excess of the Collateral held with us. Market conditions may make it impossible to execute contingent orders. You may also sustain a total loss of the initial and any additional Collateral that you held with us to establish a position or maintain positions. You may be called upon at a short notice to provide additional Collateral or to reduce the Amount Owing. If the required Collateral additions or Amount Owing reductions are not made within the prescribed time, your Collateral may be liquidated, and other actions taken, without your consent. Moreover, you will remain liable for any resulting deficit in your Account. You should therefore carefully consider whether such an arrangement is suitable in light of your own financial position and investment objectives. Any failure to make up the shortfall within the time required by us may result in us liquidating your position without your consent, applying the proceeds of such liquidation to the shortfall and claiming the balance (if any) from you. This could result in substantial costs and losses, which you will need to bear. Other consequences may also flow under these Terms. You should therefore carefully consider whether such a trading arrangement is suitable in light of your own financial position and investment objectives. You must familiarise yourself with all the terms and conditions applicable to Collateral and any Margin Trading Facility and seek independent advice if needed.

## 8. LIMITATION OF LIABILITY

8.1 THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU, YOUR AFFILIATES OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING TITLE, NON-INFRINGEMENT, TIMELINESS, QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING,

CUSTOM OR USAGE OF TRADE) OF ANY SERVICE OR ANY GOODS PROVIDED INCIDENTAL TO THE CRYPTO.COM APP SERVICES PROVIDED UNDER THESE TERMS. ADDITIONALLY, CRYPTO.COM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WHILE CRYPTO.COM ATTEMPTS TO MAKE YOUR USE OF THE SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OUR LIABILITY IN RESPECT OF REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED IS LIMITED, AT OUR OPTION, TO ANY ONE OF:

- (i) RE-SUPPLYING, REPLACING OR REPAIRING THE SERVICES IN RESPECT OF WHICH THE BREACH OCCURRED; OR
- (ii) PAYING THE COST OF THE RE-SUPPLYING, REPLACEMENT OR REPAIRING OF THE SERVICES IN RESPECT OF WHICH THE BREACH OCCURRED.

8.2 NOTWITHSTANDING ANYTHING IN THESE TERMS, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR ANY OF OUR REPRESENTATIVES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGE OR CLAIMS:

- (i) DUE TO AN UNUSUAL OR UNFORESEEABLE EVENT, OUTSIDE OUR REASONABLE CONTROL AND THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED (INCLUDING BUT NOT LIMITED TO FORCE MAJEURE EVENTS); (ii) ARISING FROM OR IN CONNECTION WITH:
  - (A) ANY INTERRUPTION, DELAY, SUSPENSION, DISCONTINUANCE OR FAILURE OF THE CRYPTO.COM APP OR CRYPTO.COM APP SERVICES;
  - (B) ANY REFUSAL TO PROCESS OR AUTHORISE, OR ANY REVERSAL OF, ANY TRANSACTION FOR ANY REASON;
  - (C) YOUR INABILITY TO EFFECT OR COMPLETE ANY TRANSACTION DUE TO SYSTEM MAINTENANCE OR BREAKDOWN / NON-AVAILABILITY OF THE CRYPTO.COM APP, NETWORK, OUR HARDWARE OR SOFTWARE OR THAT OF ANY THIRD PARTIES;
  - (D) USE OF YOUR ENABLED DEVICE AND THE CRYPTO.COM APP SERVICES BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORISED BY YOU;
  - (E) ANY THEFT OR LOSS OF YOUR ENABLED DEVICE;
  - (F) ANY UNAUTHORISED OR INELIGIBLE USE OF THE CRYPTO.COM APP SERVICES CONTRARY TO THESE TERMS;

- (ii) DUE TO COMPLIANCE WITH APPLICABLE LAWS AND/OR COURT ORDERS;
- (iii) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOST DATA, OTHER INTANGIBLE LOSSES, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES TO THESE TERMS, REGARDLESS OF WHETHER SUCH DAMAGES WERE DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER OUR OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND
- (iv) RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORISED ACCESS OR USE OF THE SERVICES, YOUR ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN.

8.3 IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGE ARISING IN CONNECTION WITH THE SERVICES EXCEED THE FEES YOU PAID US FOR YOUR USE OF THE SERVICES DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

8.4 SUBJECT TO APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR FAULT ON THE PART OF ANY THIRD PARTY SERVICE PROVIDERS INSTRUCTED BY US. IN SUCH CASES, OUR LIABILITY SHALL BE LIMITED TO USING REASONABLE CARE IN THE SELECTION, APPOINTMENT AND INSTRUCTION OF SUCH THIRD PARTY SERVICE PROVIDERS (BUT NOT OF ANY SUBCONTRACTOR OR OTHER THIRD PARTY SUCH THIRD PARTY SERVICE PROVIDER MAY USE).

NOTHING IN THESE TERMS SHALL OPERATE TO LIMIT OR EXCLUDE ANY LIABILITY FOR FRAUD, GROSS NEGLIGENCE OR FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

THE PARTIES AGREE THAT ANY CLAIMS AGAINST THE OTHER UNDER THESE TERMS MAY ONLY BE BROUGHT ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. NO COURT OR ADJUDICATOR MAY CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ANY RELIEF AWARDED TO ANY USER OF THE CRYPTO.COM APP SERVICES CANNOT AND MAY NOT AFFECT ANY OTHER USERS.

## **9. INDEMNIFICATION**

9.1 You agree to indemnify and hold Crypto.com and its third party service providers, and each of their officers, directors, agents, joint venture entities, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:

- (a) your breach of any of these Terms;
- (b) your use of the Crypto.com App and/or the Crypto.com App Services; and
- (c) your violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party.

## **10. AMENDMENT AND VARIATION**

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

## **11. TRANSFER, ASSIGNMENT OR DELEGATION**

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

## **12. SEVERABILITY**

12.1 If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision will be

changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any Applicable Laws.

### **13. ENTIRE AGREEMENT**

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

### **14. LANGUAGE**

14.1 These Terms are concluded in the English language and all communications including any notices or information being transmitted shall be in English. In the event that these Terms or any part of it is translated (for any proceedings, for your convenience or otherwise) into any other language, the English language text of these Terms shall prevail (except where expressly prohibited by law).

### **15. WAIVER**

15.1 These Terms shall not be waived in whole or in part except where agreed by all parties in writing

15.2 The delay of enforcement or the non-enforcement of any of the terms of these Terms by any party shall not be construed as a waiver of any of the other rights of that party arising out of the breach or any subsequent breach of any of these Terms and no right, power or remedy conferred upon or reserved for any party in these Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

### **16. NOTICES AND COMMUNICATIONS**

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

16.2 Notices to us should be sent electronically to our support system at [contact@crypto.com](mailto:contact@crypto.com).

### **17. THIRD PARTY RIGHTS**

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

## **18. GOVERNING LAW AND JURISDICTION**

18.1 These Terms are governed by and shall be construed in accordance with the laws of Malta without regard to any choice or conflict of laws rules.

18.2 Any dispute, controversy or claim, whether contractual or non-contractual, arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, or any other issue which shall arise in virtue of these Terms, shall be referred to and finally settled by arbitration in terms of the UNCITRAL Rules of Arbitration in accordance with the provisions of Part V (International Arbitration) of the Arbitration Act (Chapter 387 of the Laws of Malta). Any arbitration commenced pursuant to this Clause shall take place in the English language. The number of arbitrators shall be one, to be appointed by agreement between the parties to the proceedings. Failing such agreement within fourteen (14) days from the due notification of a written request to concur in the appointment of the arbitrators, appointment shall take place by the Chairman of the Malta Arbitration Centre.