

Crypto.com PRIME (Singapore) Terms & Conditions

Last Update: 6 August 2024

1. INTRODUCTION

1.1. The Crypto.com PRIME Services (described below) are provided to you by **Foris DAX Asia Pte Ltd** (UEN: 201917495R), a company incorporated in Singapore with registered address at 128 Beach Road, #27-03 Guoco Midtown, Singapore 189773 (together with its Affiliates or Associated Entities, "**Crypto.com**"), as the holder of a Major Payment Institution License approved by the Monetary Authority of Singapore ("MAS"), which allows it to provide digital payment token services pursuant to the Payment Services Act (2019).

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 [here](#) ("**Privacy Notice**");
- (ii) any Frequently Asked Questions ("**FAQs**") and/or operating rules ("**Rules**") as published by Crypto.com specifically for Prime available [here](#); 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 governing (inter alia) your use of the App Crypto Wallet ("**App Terms**") available [here](#);
- (iv) Terms and conditions governing (inter alia) your use of the Fiat Wallet ("**Fiat Wallet Terms**") available [here](#); and lastly
- (v) Terms and conditions your 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;

"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;

"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 Asia Pte Ltd;

"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;

"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);

"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;

"SGD" means the official currency of the Republic of Singapore;

"SGD 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 SGD;

"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;

"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.

"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) preferential trading fees and 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;
- (b) preferential deposit and withdrawal fees and limits with respect to Fiat, subject to bank account limits imposed by third party financial institutions;
- (c) an enhanced incentive program with respect to Clause 2.1(e) of the App Terms;
- (d) various other rewards and benefits, such as reductions in fees related to the Prime Services or Crypto.com App Services, dedicated 24/7 customer support, improved price transparency for buying and selling a specific token at specified quantities based on a visual representation of the aggregated order book (the spot ladder), referral bonuses, or other benefits in Crypto.com's sole discretion and as a gratuity;
- (e) the application of Enhanced APP benefits;
- (f) subject to, or as modified by the above-mentioned, and if applicable, the continuation of the provision of:
 - (i) the Services provided to you under the App Terms;
 - (ii) the Services provided to you under the Fiat Wallet Terms; and

- (iii) the Services provided to you under the Card Terms. You may be offered an enhanced card tier at the discretion of Crypto.com; and
 - (iv) any other qualifying services and products which are offered by Affiliates of Foris DAX Asia Pte Ltd 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.
- (g) 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) You meet the eligibility criteria set out in this clause 3. 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; and
- (d) Crypto.com is able to satisfy itself at all times that making Prime Services available to you will not result your Account exceeding any trading or position limits or controls we may impose.

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. ADVANCED PRIME BENEFITS (EFFECTIVE 19 JUNE 2024)

4.1 Advanced Prime Benefits. We may from time to time provide Prime users with advanced Prime benefits in addition to the Prime Services listed in clause 2 above. These include (collectively referred to as “**Advanced Prime Benefits**”):

- (a) **1% Deposit Bonus.** For more information on the 1% Deposit Bonus please refer to the following FAQ page [here](#).

4.2 Eligibility for Advanced Prime Benefits.

- (a) **Lock-up requirement.** In order to qualify for the Advanced Prime Benefits, you must lock-up at least USD 1,000,000 worth of the Cronos token (“**CRO**”) on the Crypto.com App (“**Prime Lock-up**”).
- (b) **Holding Period.** When you lock-up CRO to qualify for Advanced Prime Benefits, there will be a three hundred and sixty-five (365) holding period (“**Holding Period**”). You acknowledge that CRO which you have locked-up may not be available for sale, transfer, trading or other uses until they are unlocked. You may request to unlock all or a portion of your locked up CRO at any time. If you unlock your CRO before the end of the Holding Period, you will lose access to the Advanced Prime Benefits. You will still have access to the Prime Services if you continue to fulfill other Prime eligibility criteria. If you do not unlock your CRO after the Holding Period is complete, your CRO will remain locked and you will continue to enjoy the Advanced Prime Benefits.
- (c) **No On-chain movement of assets.** When you lock-up CRO to qualify for the Advanced Prime Benefits, you are simply allocating CRO in your Crypto Wallet on the Crypto App to Prime. There is no on-chain movement of your CRO assets.
- (d) **Lock-up Rewards:** You will earn lock-up rewards when you lock-up your CRO to qualify for the Advanced Prime Benefits (“**Lock-up Rewards**”). For more information on the Lock-up Rewards rates please refer to Prime FAQs [here](#).

4.3 We reserve the right to change, remove, cancel, suspend, disable or restrict access to or discontinue any of the additional Prime benefits listed above with reasonable notice to you.

5. DUTIES AND OBLIGATIONS

5.1 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) to the extent applicable, 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;
 - (ii) the App Terms;
 - (iii) the Fiat Wallet Terms;
 - (iv) 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;
- (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);
- (h) you have the full right, power, and authority to agree to these Terms;

- (i) 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;
- (j) you are not impersonating any other person, operating under an alias or otherwise concealing your identity;
- (k) 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;
- (l) 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;
- (m) 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;
- (n) 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;
- (o) 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;
- (p) 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
- (q) you are compliant with all Applicable Law requirements to which you are subject, including without limitation, all tax laws and regulations, exchange control requirements and registration requirements

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; 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 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.

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

10.1 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.

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 the Republic of Singapore 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 resolved by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause. Any arbitration commenced pursuant to this Clause shall take place in the English language. The Tribunal shall consist of one arbitrator, to be appointed by agreement between the parties to the proceedings..