

Referral Program and Prime Referral Program T&Cs

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1 Introduction

The following Referral Program and Prime Referral Program Terms and Conditions ("**Terms**") contains important information about the Program and Prime Referral Program, so please read carefully.

The Referral Program and Prime Referral Program described below are offered by the entity providing you the Crypto.com App Services referred to as "**Crypto.com**" or "**we**" or "**our**".

The Referral Program is designed to reward existing customers ("**Referrer**") for recommending Crypto.com to their friends and family who successfully sign up and become our new customers ("**Referred Customer**"). The Prime Referral Program is designed to reward existing Prime customers ("**Prime Referrer**") for recommending other Prime customers who successfully sign up and become our new Prime customers ("**Referred Prime Customer**") ("**Prime Referral Program**"). The Prime Referral Program is subject to a separate set of rules and eligibility conditions as described in section 4 below. Any Referrer, Referred Customer, Prime Referrer or Referred Prime Customer is a "**Participant**" under these Terms.

These Terms shall form part of and are incorporated into the Crypto.com App Terms and Conditions ("**App Terms**") as well as the Prime Terms and Conditions ("**Prime Terms**") (as applicable). Capitalized terms not defined herein shall refer to those defined terms in the App Terms. In the event of any inconsistency, the following order of priority shall apply: (i) these Terms; (ii) the App Terms; (iii) the Prime Terms.

These Terms are a binding agreement between you and Crypto.com and will govern your participation in the Referral Program and Prime Referral Program (as applicable).

2 Definitions

The following defined terms have the meanings set out below.

"Active Account" means a successfully verified Crypto.com App account where the KYC process has been completed.

"Eligible Country" means any country where the usage of the Crypto.com App is not prohibited by Crypto.com or restricted in any way, including by any laws or regulations.

"Eligible Transaction" means any valid transaction that has been initiated and complies with these Terms which may allow you to be eligible to receive the Referral Bonus, and that has not been subsequently cancelled. For the avoidance of doubt, Eligible Transactions for this Referral Program include transactions related to the purchase of crypto assets using your fiat wallet, credit or debit card and lockups.

"Excluded Country" means the following territories, as updated by Crypto.com from time to time at our sole discretion: Korea, and the United Kingdom.

"FAQs" refers to the following as applicable: (a) the Referral Program FAQs accessible [here](#); and (b) the Prime Referral Program FAQs accessible [here](#). The FAQs form part of and are incorporated into these Terms and constitute a valid and binding agreement between you and Crypto.com. In the event of inconsistency, these Terms shall take priority over the FAQs.

"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.

“Prime Referral Bonus” means the bonus payable by Crypto.com to the Referrer upon the Referred Prime Customer completing all of the Referee Eligibility Activities.

“Prohibited Activities” means the activities set out in Section 6 of these Terms, or any other activities not permitted under these Terms, or any activities that may be disclosed to the Referrer from time to time.

“Referral Bonus” means the bonus payable by Crypto.com to each of the Referrer and Referred Customer, upon the Referred Customer completing all of the Referee Eligibility Activities.

“Referral Code” means a unique number or a combination of numbers and letters assigned to your Crypto.com App account that a Referred Customer or Referred Prime Customer may use to create their Crypto.com App account or upon their first transaction after becoming a new customer.

“Referred Customer” means a new customer who was referred by a Referrer to the Referral Program using the Referral Code provided by Referrer, and who has successfully completed the Referee Eligibility Activities.

“Referred Prime Customer” means a new Prime customer who was referred by a Prime Referrer to the Prime Referral Program using the Referral Code provided by Prime Referrer, and who has successfully completed the Referee Eligibility Activities.

“Referee Eligibility Activities” means the activities that a Referred Customer or Referred Prime Customer will need to carry out in order for parties to qualify for the Referral Bonus and/or Prime Referral Bonus.

3 Referrals

3.1. To participate in the Referral Program, Referrers need to meet the following criteria:

- (i) Referrer must have agreed to the App Terms and have an active Crypto.com App account;
- (ii) Referrer must not use your Crypto.com App account for commercial purposes;
- (iii) Both Referrer and the Referred Customer(s) need to be at least 18 years of age and meet all requirements set forth in the App;
- (iv) Both Referrer and the Referred Customer need to reside in an Eligible Country; and
- (v) Both Referrer and the Referred Customer must not be resident in an Excluded Country.

3.3. To participate in the Prime Referral Program, you need to meet the following criteria:

- (i) Prime Referrer must have agreed to the App Terms and an active Crypto.com App account;
- (ii) Prime Referrer must have agreed to the Prime Terms and qualify for Prime Services on the Crypto.com App;
- (iii) Prime Referrer must not use your Crypto.com App account for commercial purposes;
- (iv) Both you and the Referred Prime Customer(s) need to be at least 18 years of age and meet all requirements set forth in the Crypto.com App Terms and Conditions;
- (v) Both you and the Prime Referred Customer need to reside in an Eligible Country; and

(vi) Both you and the Prime Referred Customer must not be resident in an Excluded Country.

3.2. Crypto.com may, in its sole and absolute discretion, amend the list of Excluded Countries and from time to time without notice to you.

3.3. Crypto.com may, in its sole and exclusive discretion, change, cancel, suspend, or modify any aspect of the Referral Program and/or the Prime Referral Program and/or your participation in the Referral Program and/or the Prime Referral Program in case of breach of these Terms and/ or where you have acted inconsistently with the intent of these Terms, without notice for any reason and at any time. Crypto.com reserves the right to disqualify any customers or prospective customers, including any Referred Customer or Referred Prime Customer, at any time from participation in the Referral Program and/or the Prime Referral Program at its sole discretion.

4 How the Referral Program and Prime Referral Program Works

4.1. Share your Referral Code. A Referral Code will be provided on the Crypto.com App ([Home] > [Settings] > [Bonus] > [Refer]). Share this Referral Code with your intended referee via email, Facebook, Twitter or by any other means.

4.2. Referee Onboarding. After you share your Referral Code, your intended referee will be prompted to create an account on the Crypto.com App and will be subject to account verification procedures on the Crypto.com App. Referred Prime Customers will be subject to additional verification steps to be onboarded as Prime users.

4.3. Referee Eligibility Activities. Referees will have to complete the Referee Eligibility Activities on the Crypto.com App. For Referee Eligibility Activities applicable to Referred Customers please refer to the FAQs [here](#). For Referee Eligibility Activities applicable to Referred Prime Customers please refer to the FAQs [here](#). Crypto.com reserves the right to amend the Referred Eligibility Activities at any time.

4.4. Credit of Bonuses

Participants will only qualify for the Referral Bonus when the Referee Eligibility Activities have been completed by your Referred Customer or Prime Referred Customer.

Please note that for the Prime Referral Program, only the Prime Referrer (and not the Prime Referred Customer) will be eligible for the Prime Referral Bonus. Crypto.com reserves the right to impose a lockup period for any Prime Referral Bonus credited. Please refer to the FAQs for more information.

The Referral Bonus and Prime Referral Bonus will always be credited in the fiat equivalent value of CRO, with the USD/CRO exchange rate determined by Crypto.com in its sole and exclusive discretion.

Referral Bonuses and Prime Referral Bonuses will be credited to the applicable Crypto.com App accounts. If the applicable Crypto.com App accounts are closed (whether permanently or temporarily) for any reason, Crypto.com will be unable to pay the Referral Bonuses or Prime Referral Bonus. Crypto.com will not be liable for the payment of the Referral Bonus or Prime Referral Bonus to any Crypto.com App accounts that were reopened after the initial attempt to credit the same. Crypto.com reserves the right to change the Referral Bonus and/or Prime Referral Bonus amounts at its sole discretion at any time without any obligation on the part of Crypto.com to give notice to you.

Crypto.com, at its sole discretion, may refrain from paying any Referral Bonus and/or Prime Referral Bonus or retract any previously credited Referral Bonus and/or Prime Referral Bonus by deducting or debiting the equivalent amount of the paid bonuses from your Crypto.com App account, where there are reasonable grounds to suspect that any Participants concerned:

(i) are currently in possession of or has previously possessed another Crypto.com App account (either through a direct relationship or through a third-party) at the time of the Referral;

(ii) have performed or attempted to perform any Prohibited Activity, as defined in Section 6 of these Terms; or

(iii) are reasonably suspected to have been involved with illegal or abusive behavior and/or practices, and/or fraudulent activities.

4.5. Taxes. Referral bonuses may be taxable, depending on the country, state, and/ or local tax laws applicable to the Participant. Participants are solely responsible for reporting such items in their tax returns and paying any associated tax(es) and liabilities.

4.6. Conduct. Participants in the Referral Program and/or the Prime Referral Program must comply with all applicable national, federal, state and local laws, rules and regulations. Any distribution of your Referral Code that could constitute unsolicited commercial, email or “spam” under any applicable law, rule, regulation or of these Terms is expressly prohibited and will be grounds for immediate termination of your Crypto.com App account, an exclusion from the Referral Program and/or Prime Referral Program and the retraction of any previously paid bonuses to you and your Referred Customers. Crypto.com reserves the right, at its sole discretion, to prohibit any customer from participating in any aspect of the Referral Program or Prime Referral Program if Crypto.com deems or suspects that such customer has engaged in or has attempted to engage in any of the following:

(i) Acting in violation of these Terms;

(ii) Damaging, tampering with or corrupting the operation of the Referral Program or Prime Referral Program or otherwise acting in a way that is reasonably likely to disparage Crypto.com or degrade Crypto.com’s reputation;

(iii) Acting with intent to annoy, harass, or abuse any other person;

(iv) Any inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or

(v) Any activity deemed by Crypto.com to be generally inconsistent with the intended operation of the Referral Program or Prime Referral Program.

5 Prohibited Activities

Participants shall not perform any of the following activities:

(i) Create or operate multiple Crypto.com App accounts.

(iv) publish the Referral Code on their websites, social media or disclose it in any other marketing materials by any other means.

(v) Offer any additional incentives or rewards to the ones provided by the Referral Program or Prime Referral Program to third parties to encourage them to apply for a Crypto.com App account.

(vi) Create or employ any mechanism(s) designed to generate Crypto.com App account registrations or populate the Referrer’s Referral Code artificially or automatically.

(vii) Register a Crypto.com App account using counterfeit, forged, imitated, stolen, invalid or otherwise altered identification documents.

(viii) Use, create or publish any material related to Crypto.com that may be deemed offensive, hateful, threatening, harmful, graphically violent, harassing, or discriminatory.

(ix) Portray Crypto.com or its customers in any way that will have a detrimental impact on its or their reputation.

(xi) Commit, or attempt to commit, any fraudulent activity.

6 Liability

6.1. Release. By participating in the Referral Program and/or Prime Referral Program, Participants release Crypto.com, its relevant parent company, subsidiaries, affiliates, suppliers, advertising, and promotions agencies and their respective directors, officers, employees, and agents from any and all liability arising from any loss, harm, damages, cost, or expense, including without limitation, any property damages, personal injury and/or death, arising out of or in any way connected to the Referral Program and/or Prime Referral Program

6.2. Indemnification. Participants agree to indemnify, defend, and hold Crypto.com, its affiliates, and its representatives, respective directors, officers, employees, and agents harmless from and against any and all third party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from, or related to (a) any breach by the participant of any of these Terms; (b) Participant's use of the Referral Program, Prime Referral Program and/or any bonuses; or (c) any violation by Participant of applicable laws, rules and regulations or the rights of any third party.

6.3. Liability. 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 PARTICIPANT IN THE REFERRAL PROGRAM AND/OR PRIME REFERRAL PROGRAM CANNOT AND MAY NOT AFFECT ANY OTHER PARTICIPANTS.

7 Termination

Crypto.com reserves the right to end the Referral Program and/or Prime Referral Program at any time at its sole discretion without providing any prior notice.

8 Privacy and personal data

Processing of personal data is governed by the relevant Privacy Notice referred and incorporated in the App Terms applicable to your jurisdiction.

9 Disclaimer of Warranties

Participants expressly understand and agree that:

(i) Your use of the Referral Program and/or Prime Referral Program is at your sole risk, the Referral Program and Prime Referral Program are provided on an "as is" and "as available" basis and Crypto.com expressly disclaims all warranties, conditions and terms (collectively, "promises") of any kind, whether express or implied by statute, common law or custom, including, but not limited to, promises as to products or services offered through the use of the Referral Program and/or Prime Referral Program, implied promises of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement;

(ii) Crypto.com makes and gives no promise that:

(a) the Referral Program and/or Prime Referral Program will meet your requirements,

(b) be uninterrupted, timely, secure, or error-free,

(c) the results obtained from the use of the Referral Program and/or Prime Referral Program will be accurate or reliable,

(d) the quality of any products, services, information, or other material obtained by you through the Referral Program and/or Prime Referral Program will meet your expectations, and

(e) any errors in the service will be corrected.

(iii) Any material downloaded or otherwise obtained through the use of the Referral Program and/or Prime Referral Program is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the download or use of any such material.

10 Miscellaneous

10.1 Amendment. These Terms may from time to time be updated or amended without prior notice. 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 of the Referral Program or Prime Referral Program without prior notice. By continuing to use the Referral Program and/or Prime Referral Program 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 Referral Program and/or Prime Referral Program. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using and/or participating in the Referral Program and/or Prime Referral Program immediately.

10.2 No Marketing. Unless otherwise agreed, the Referral Program and Prime Referral Program are not meant to be exploited on a commercial basis and the marketing, posting or promotion of the Referral Program in a public forum or to the general public at large is strictly prohibited.

10.3 Transfer. 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. Any attempted transfer or assignment in violation hereof shall be null and void.

10.4 Severability. 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.

10.5 No Financial Advice. Nothing contained herein shall be construed to be financial advice. Nothing contained herein shall constitute a solicitation, recommendation, endorsement, or offer by Crypto.com to invest, buy or sell any digital assets. Purchasing cryptocurrencies and digital assets involves a high degree of risk and there is always the possibility of loss, including the loss of all or of a substantial amount of your initial purchase price. Please seek professional advice before making any financial, investment or trading decisions.

10.6 Dispute resolution and Governing Law. The governing law of these terms shall be the same as the governing law in the App Terms applicable in your jurisdiction. Any and all disputes arising out of these Terms shall be settled pursuant to the dispute resolution clause in the App Terms applicable in your jurisdiction.