

# CRYPTO.COM Cash (USD) Account Terms and Conditions IMPORTANT – PLEASE READ CAREFULLY

**Last Update: 15 September 2025**

**1. Terms and Conditions for the CRYPTO.COM Cash (USD) Account.** This document constitutes the agreement outlining the terms and conditions (the "**Terms**") between you and Foris DAX Middle East FZE ("**Foris**") for the use of the USD Account (as defined below). Your use of the Crypto.com mobile application (the "**App**") is governed by the Crypto.com App Terms and Conditions ("**App Terms**"). Defined terms used herein not otherwise defined shall have the same meaning as in the App T&Cs.

By accepting and/or using the USD Account, you shall be deemed to have expressly read, understood and agreed to be bound by the terms and conditions contained in these Terms the App Terms and the relevant [FAQs](#). Subject to the application of any mandatory provisions of any applicable law, if there is any inconsistency between these Terms and the App Terms with respect to the provision of the USD Account, these Terms shall prevail; whereas with respect to the use of the App, the App Terms shall prevail.

In these Terms, "**Account**" means the account associated with your USD Account and the records we maintain to account for the value of transactions associated with the USD Account. "**USD Account**" means the e-money account provided by Foris within the App which holds funds in USD. "**USD**" means the official currency of the United States of America. "**You**" and "**your**" means the person or persons who have received the USD Account and who are authorized to use the USD Account as provided for in these Terms. "**We**", "**us**" and "**our**" mean Foris.

The USD Account is non-transferable, and it may be canceled, repossessed, or revoked by us at any time without prior notice subject to applicable law. Please read these Terms carefully.

**2. Data Protection.** By accepting and/or using the USD Account, you confirm that you have read and understood our Privacy Notice. Our Privacy Notice is accessible at <https://crypto.com/privacy/uae>.

**3. Your USD Account.** The USD Account allows you to access, deposit, store, withdraw or transfer USD funds in your USD Account which is a feature within the App. You may access and control the USD funds in your USD Account by using the App. You will not receive any interest on your USD funds in your USD Account.

Subject to the limitations set forth in these Terms, you may use your USD Account to: (1) deposit funds to your USD Account as described in Clause 4 below ("**USD Deposit**"); (2) withdraw funds from your USD Account as described in Clause 5 below ("**USD Withdrawal**"); (3) send funds to the USD Account of another eligible Crypto.com App user as described in Clause 6 below ("**USD Transfer**"); and (4) purchase and/or sell cryptocurrency through the App, subject to the App Terms.

In doing so, you warrant and represent that you will always comply with all applicable laws, regulations, and rules in connection with your use of the USD Account, including but not limited to any local laws and reporting requirements relating to capital controls, currency exchange, and transfer limits.

#### 4. Depositing Funds to Your USD Account.

(a) You may top-up funds in USD to your USD Account the SWIFT (Society for Worldwide Interbank Financial Telecommunications) network by following the instructions and providing the relevant information as requested in the App, in order to set up your bank account(s) from which you may deposit USD funds from. Such bank account(s) shall be approved and verified by us (each, a "**Verified Bank Account**"). If the bank account you provide under this Clause is not a Verified Bank Account, your instruction will be deemed an Erroneous Deposit Instruction (as defined below) and subject to Clause 4(h).

(b) By sending us an USD Deposit instruction through the App, you agree and authorise us to handle and process your USD Deposit instructions and receive the funds from your Verified Bank Account.

(c) You accept that we may work with licensed financial institutions for the operation and maintenance of our customer funds accounts, into which we shall receive funds from your Verified Bank Account. All funds deposited in your USD Account will be held on trust by us for your benefit and placed in a ring-fenced, pooled account, which is segregated from our own proprietary accounts, at our custodial financial institution, in accordance with the safeguarding requirements under Applicable Law. Such pooled account includes funds of all users of the USD Account but your identity and your share of the funds in such pooled account shall be maintained in our independent records at all times, which we may make available to our custodial financial institution. In the event of our or our custodial financial institution's insolvency, your funds cannot be used for the payment of our or our custodial financial institution's debts, and your right and ability to redeem the funds in your USD Account from us, or our custodial financial institution, will not be affected. We have made all the necessary arrangements with our custodial financial institution to protect the funds deposited in your USD Account. You agree and authorise us to redeem any such funds from our custodial financial institution on your behalf, and you also agree and authorise the custodial financial institution to transfer such funds to another segregated account with a replacement custodial financial institution, in the event that any relevant agreements that we have with the custodial financial institution are terminated for any reason.

(d) You acknowledge and agree that by signing up to these terms: (i) you do not maintain any account or any bank-customer relationship with our licensed financial institutions (not including any personal accounts you might have with our licensed financial institutions); (ii) our licensed financial institutions owe no obligation to you, and you have no right to claim against our licensed financial institutions; (iii) your rights and obligations in relation to any transaction, payment executed or collection received by us are exclusively against us; (iv) subject to Applicable Law, our licensed financial institutions owe no duty of care to you.

(e) You shall only make a USD Deposit if you are the registered customer and ultimate beneficial owner of both the Verified Bank Account and your App account. We do not accept or support any USD Deposit instructions made by any third parties other than yourself and any such instructions will be deemed Erroneous Deposit Instructions (as defined below) and subject to Clause 4(h) below. If you are the registered beneficial owner of both the Verified Bank Account and your App account, but the registered names are inconsistent for whatever reason, we may require you to provide additional identification proof prior to the completion of the USD Deposit and such process will cause delay to the USD Deposit. If you do not provide additional identification proof within 7 days of our notification,

your USD Deposit instructions will be deemed Erroneous Deposit Instructions (as defined below) and subject to Clause 4(h) below.

(f) We do not charge any fees for USD Deposits, however, USD Deposits are subject to our prescribed limits as described in Section 6 below. Any fees chargeable by your bank and their intermediary banks relating to the USD Deposit, including but not limited to any administration fees, your banks processing fees and intermediary banks' processing fees ("**USD Deposit Fees**") shall be borne by you entirely.

(g) Upon confirmation that your USD Deposit instruction has been effected and the USD Deposit funds has been received from the Verified Bank Account, and upon our successful identification of the respective deposit, we will instantly credit the corresponding value of the funds less any USD Deposit Fees to your USD Account.

(h) All USD Deposits are not reversible or refundable, unless we determine in our absolute discretion that it is in our interest to do so. However, you may make an USD Withdrawal (as defined below) in accordance with Clause 5. In addition, we may, at our absolute discretion, reverse, cancel, void or refuse to process any USD Deposit instructions.

(i) Without prejudicing our rights to claim further damages from you, you shall immediately indemnify us for any loss and damage and expenses arising from any mistaken, erroneous or fraudulent USD Deposit instructions (which may include but are not limited to, transactions made from or to a non-Verified Bank Account, the registered names of the Verified Bank Account and your App account are inconsistent, or the transferred amount exceeds our prescribed limit) given by you or sent from your Account (collectively "**Erroneous Deposit Instruction(s)**"). The erroneous or fraudulent nature of your instruction shall be determined by us based on reasonable evidences. You further agree that if we are required to return any funds to its origin due to any Erroneous Deposit Instructions; (i) we are entitled to charge an administration fee; (ii) any fees incurred from such return shall be borne by you entirely; (iii) you shall reimburse us such fees immediately upon our request; and (iv) funds will only be remitted to the bank account from which such funds were originally received.

## **5. Withdrawing Funds from Your USD Account.**

(a) You may withdraw funds in USD from your USD Account at any time through bank transfer to any of your Verified Bank Accounts at your election, by following the instructions and providing the relevant information set out in the App.

(b) By sending us a USD Withdrawal instruction through the App, you agree and authorise us to handle and process your USD Withdrawal instructions and transfer your withdrawal funds to your Verified Bank Account. You accept that we may work with licensed financial institutions for the operation and maintenance of our customer funds accounts, from which we shall process withdrawals back to your Verified Bank Account.

(c) USD Withdrawals are subject to our prescribed fees and limits as referenced in the "Fees & Limits" section on the Crypto.com App ([Home]>[Settings]>[About Crypto.com]>[Fees & Limits]), which may be updated from time to time. Any fees chargeable by your bank and their intermediary banks relating

to the USD Withdrawal, including but not limited to any administration fees, your banks processing fees and intermediary banks' processing fees ("**USD Withdrawal Fees**") shall be borne by you entirely.

(d) Upon confirmation that your USD Withdrawal instruction has been effected and the USD Withdrawal has been made, we will deposit the corresponding value of the withdrawal funds less any USD Withdrawal Fees to the Verified Bank Account which may take up to 2 working days from the date of your instruction.

(e) All USD Withdrawals are not reversible or refundable, unless we determine in our absolute discretion that it is in our interest to do so. In addition, we may, at our absolute discretion, reverse, cancel, void or refuse to process any USD Withdrawal instructions. In the event your USD Withdrawal is rejected, any fees already charged by banks, including their intermediary banks, are non-refundable.

(f) Without prejudicing our rights to claim further damages from you, you shall immediately indemnify us for any loss and damage and expenses arising from any mistaken, erroneous or fraudulent USD Withdrawal instructions (which may include but are not limited to, transactions pertinent to unauthorised or fraudulent transfers previously effected within the App, or transfers made to a closed or blocked bank account) given by you or sent from your account (collectively "**Erroneous USD Withdrawal Instruction(s)**"). The erroneous or fraudulent nature of your instruction shall be determined by us based on reasonable evidence. You further agree that if any USD Withdrawal is required to be reversed due to any Erroneous USD Withdrawal Instructions: (i) we are entitled to charge an administration fee; and (ii) any other fees incurred from such reversal shall be borne by you entirely.

## **6. Making a USD Transfer**

(a) You may transfer USD from your USD Account to the USD Account of another eligible Crypto.com App user ("**USD Transfer Service**") subject to the restrictions below, by following the available instructions and providing the relevant information as requested in the Crypto.com App ("**USD Transfer**"). By sending us a USD Transfer instruction through the Crypto.com App, you agree and authorize us to handle and process your USD Transfer instruction and transfer your USD to the selected recipient.

(b) The USD Transfer Service is only available to and between users in eligible territories, at our absolute discretion, and where permitted by law. The USD Transfer Service is not available to residents of the United Arab Emirates, or where otherwise restricted by law. We reserve the right to update the list of eligible and ineligible territories at any time.

(c) You may not use the USD Transfer Service for any unlawful, fraudulent, or prohibited purpose, or to transfer funds on behalf of third parties or for commercial purposes unless expressly permitted by us.

(d) USD Transfers are subject to our prescribed fees and limits as referenced in the "Fees & Limits" section on the Crypto.com App ([Home]>[Settings]>[About Crypto.com]>[Fees & Limits]), which may be updated from time to time.

(e) If your account or your recipient's account is subject to any compliance hold, enhanced due diligence requirement, or other restriction, you may not be able to send or receive USD Transfers until the restriction is resolved.

(f) Once you confirm and submit a USD Transfer instruction, it is generally final and cannot be cancelled or reversed, except as required by law or at our absolute discretion. We may, at our absolute discretion, reverse, cancel, void or refuse to process any USD Transfer instructions.

(g) Without prejudicing our rights to claim further damages from you, you shall immediately indemnify us for any loss and damage and expenses arising from any mistaken, erroneous or fraudulent USD Transfer instructions (which may include depositing to a wrong recipient USD Account, transactions pertinent to unauthorized or fraudulent transfers previously effected within the Crypto.com App, any transferred amounts that exceed our prescribed limits) given by you or sent from your account. The erroneous or fraudulent nature of your instruction shall be determined by us based on reasonable evidence.

**7. Limitations on Dollar Amounts of Transactions.** The applicable limitations of transactions in your USD Account are set out in "Fees & Limits" section on the Crypto.com App ([Home] > [Settings] > [About Crypto.com] > [Fees & Limits]), as may be updated from time to time.

**8. Your Account and/or Device.** You are solely responsible for the control and use of your Account according to these Terms, and other applicable laws. You agree to exercise reasonable control over your Account and any other information related to your USD Account and your Account. You are solely responsible for keeping your password and any other information for your Account safe and for any activity conducted under your Account. You will retain full liability for all losses as a result of failure to do so.

You agree that you will use your USD Account solely for your own personal use and not for any commercial or business purposes.

Should you discover that your device that is registered by you for use in connection with the USD Account, your Account and/or USD Account or your related password(s) is lost or stolen or has been accessed or used in an unauthorized way, you shall notify us of the loss/theft or unauthorized access/use through the App or by contacting us via live Crypto.com in-app chat or at <https://chat.crypto.com/>.

A transaction is unauthorized if it is not initiated by you, or you did not give permission to make the transaction. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Account. You also agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. We may issue replacement account(s), but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may have to deactivate your Account to prevent future losses. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction with **which we are at fault** and any corresponding fees, except as otherwise required by applicable law.

**9. USD Account Cancellation and Suspension; Limits.** We reserve the right and without liability to you, in our sole discretion, to terminate, suspend or limit your use of the USD Account, including cancelling, reversing, suspending, limiting or prohibiting any suspicious or questionable transactions: (a) in the event of any breach by you of these Terms or any other applicable terms; (b) for the purposes of complying with applicable laws or where there are any changes in the laws and regulations; (c) where we suspect that a transaction effected by you is potentially connected to any unlawful activities (including but not limited to money laundering, terrorism financing and fraudulent activities); (d) to remedy the effects of any defect in or compromise to any information system upon which we rely on; (e) as may be informed by its internal monitoring policy and the profile of spending reasonably anticipated for the type of consumer group you belong to; or (f) in our absolute opinion that an order or transaction has been executed based on an aberrant value.

If you would like to cancel your USD Account and/or the use of your Account, you may do so by contacting us via live Crypto.com in-app chat or at <https://chat.crypto.com/>. If you cancel your Account, you must zero out your Account balance before closing your Account. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Account. Our cancellation of account privileges will not otherwise affect your rights and obligations under these Terms. If we cancel or suspend your Account through no fault of yours and/or when your Account has a balance, you are entitled to recover such balance unless we are prohibited by law or a court order to release such balance or where we have reasonable grounds to suspect that such balance was obtained through fraud or any unlawful means or connected with any criminal activities.

**10. Confidentiality.** We may disclose information about your Account or the transactions you make using your Account to third parties: (1) in order to comply with government agency, regulatory authority, court order, or other legal reporting requirements; (2) if you give us your written permission; (3) to our employees, auditors, affiliates, service providers, or attorneys as needed; and (4) as otherwise provided in our Privacy Notice.

**11. In Case of Errors, Complaints or Questions about your Account.** Please contact us via live Crypto.com in-app chat or at <https://chat.crypto.com/>. Whilst we strive to respond to you as soon as possible, for more complicated issues, it may take us up to 45 days to resolve and get back to you. You accept and agree that we shall not be responsible for any loss and damage incurred during such period.

**12. Limitation of Liability.** Notwithstanding anything in these Terms, to the maximum extent permitted by law, in no event shall we or any of our affiliates or representatives be liable for consequential damages (including lost profits, lost revenues, lost business opportunities, lost data), extraordinary, special, exemplary, incidental, indirect, or punitive damages, regardless of whether we or our representatives have been advised of the possibility of such damages, nor shall we be liable for any losses, damages or claims in the following circumstances: (1) if, through no fault of ours, a transaction cannot be completed as a result of insufficient funds in your Account or your funds are subject legal process or other encumbrance restricting their use; (2) if access to your Account has been blocked after you reported your password or any other information of your Account and/or USD Account lost or stolen; (3) any rejection of your USD Account or any refusal to process or authorise any transaction for any reason (including but not limited to if we have reason to believe the requested transaction is unauthorized); (4) if an unforeseeable event or circumstances beyond our control

(including but not limited to force majeure events; acts of God or nature; computer, communication or information systems failure; strikes, lockouts, labour disputes, wars, terrorist acts and riots; epidemic or pandemic; viruses, malwares, other malicious computer codes or hacking) prevent the completion of the transaction; (5) any fault on the part of any other third party service provider instructed by us (if applicable); (6) your inability to effect or complete any transaction due to system maintenance or any delay, suspension, discontinuance, failure, breakdown or non-availability of the App, network, our hardware or software or that of any third parties; (7) use of your device and the services by third parties, whether authorized or unauthorized by you; (8) caused by us due to our compliance with applicable laws and/or court orders.

The USD Account is provided "as is" and "as available". Except as expressly provided in these Terms, to the maximum extent permitted by law, we disclaim all representations or warranties, express, implied or statutory, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any service or any goods provided incidental to the USD Account provided under these Terms.

In any case, our total liability arising out of or in connection with the provision of any service under these Terms shall be limited to your USD Account balance as of the date your claim arises.

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 sub-contractor 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 or for death or personal injury resulting from negligence.

**13. Indemnification.** You agree to indemnify and hold us and any third party service providers, and each of our/their respective 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) failure to provide complete, accurate and up to date information to us; (b) your breach of these Terms; (c) your use of the App and/or the USD Account; (d) your violation of any law or regulation of any jurisdiction, or the rights of any third party; and (e) any transactions resulted from you wilful default, fraud or gross negligence.

**14. Amendment and Variation.** These Terms may from time to time be updated or amended (including fees and limits, or to introduce new terms). We will post any such updates on the App and/or Site, and such updates as posted will take effect immediately unless otherwise indicated. You should regularly check the 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 USD Account or the App without prior notice. By continuing to use the USD Account 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 USD Account or updated App.

**15. Transfer, Assignment or Delegation.** These Terms, and any rights and obligations hereunder 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. Any attempted transfer or assignment in violation hereof shall be null and void.

**16. Severability and Waiver.** 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. The delay of enforcement or the non-enforcement of any of the provisions 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 provision of these Terms.

**17. Entire Agreement.** These Terms constitute the entire agreement between the parties with regards to their 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). Each party acknowledges that in agreeing to these Terms it does not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms.

**18. Notices and Communications.** By using the USD Account, you agree that we may provide you with any notices or other communications, including marketing, relating to your use of the USD Account electronically via email, SMS message, or telephone call (to the email address or phone number that you provide), or by posting to our website at [www.crypto.com](http://www.crypto.com). For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. If you wish to opt out of receiving direct marketing, you may contact us via live Crypto.com in-app chat or at [https://chat.crypto.com/..](https://chat.crypto.com/) Notices to us should be sent electronically to our support system via live Crypto.com in-app chat or at [https://chat.crypto.com/..](https://chat.crypto.com/)

**19. Third Party Rights.** Other than any entities within the Foris group, a person who is not a party in these Terms has no right to enforce any of these Terms.

## **20. Governing Law and Jurisdiction.**

These Terms are governed by and shall be construed in accordance with the substantive law of Dubai, United Arab Emirates, without regard to any choice or conflict of laws rules.

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 administered in the Dubai International Arbitration Centre ("**DIAC**") accordance with the DIAC Rules for the time being in force. 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 DIAC.