Crypto.com Visa Signature® Credit Card Level Up Rewards Program Terms ("Program Terms")

Important note: These Program Terms contain provisions that limit our liability to you, eliminate your right to a trial by jury, require you to resolve disputes with us on an individual basis and not as a part of any class or representative action, and through final and binding arbitration.

Please read these Program Terms carefully for important information about your rights and obligations in the Crypto.com Visa Signature Credit Card Level Up Rewards Program ("Program"). By participating in the Program, you agree to these Program Terms.

Important note: The Program is provided and serviced by Crypto.com. Crypto.com is solely responsible for Program operation and may withdraw the Program or change the terms of the Program at any time. The purpose of the Program is to reward customers for certain uses of their Crypto.com Visa Signature Credit Card ("Card") issued by Comenity Capital Bank ("Bank"). The Program Terms may be supplemented with additional terms, conditions, and disclosures, including but not limited to applicable terms related to any promotional offers provided to you for use with the Program.

For the most up-to-date terms, please visit https://crypto.com/document/us_credit_card

General Information

The Program allows you to earn CRO Tokens ("CRO") on the amount you spend as described in the "Earning CRO Tokens" section below, using Crypto.com Visa Signature Credit Card Account (your "Account").

These Program Terms are separate from your Crypto.com Visa Signature Credit Card Account Agreement (your "Account Agreement"), which governs the use of your Account. In the event of any conflict between these Program Terms and your Account Agreement, these Program Terms will control in any matter relating to the Program. By using your Account, you agree to be bound by these Program Terms.

All information collected about you in connection with the Program is subject to Crypto.com's privacy policy, which can be obtained at https://crypto.com/privacy/en/usa

Note: Management of the Program is only available via the Crypto.com Mobile app. You will be automatically enrolled in the Program when you open your Card. Some tiers require CRO Lock-up or CRO On-Chain Staking, depending on your jurisdiction. You must at least be 18 years old to apply and cannot be a resident of the state of New York. Additional terms and conditions apply to Crypto.com Level Up program. For more information visit https://crypto.com/document/entity_us.pdf.

Earning CRO Tokens

You will earn crypto back in the form of CRO to your crypto wallet when you, or an authorized user, make eligible purchases of goods and services for personal, family and household purposes using your Account, minus any returns, refunds or credit adjustments ("Net Eligible Purchases"). The base rewards earning rate depends on your membership tier in the Program. Your membership tier in the Program is a function of your membership tier in the Crypto.com Level Up Program, which is a total relationship membership program that determines your benefits and rewards across multiple Crypto.com products. To learn more details about the Program, visit https://crypto.com/us/cards. To access the Crypto.com Level Up Program Terms and Conditions, visit https://crypto.com/document/entity_us.pdf.

CRO earn is rounded to the nearest hundred-millionths (i.e., 8 decimal places) CRO value using standard rounding. Earning calculations where the billionth (i.e., ninth (9th) decimal) digit ends in 5 or higher will round up; all other values will round down. For example, calculated earn of 1.400000074 CRO would round to 1.40000007 CRO; calculated earn of 1.400000075 would round to 1.40000008.

Percent back in CRO is based on the market price of CRO in U.S dollars, as quoted in the Crypto.com App, at the time your purchase is made with your Account. Crypto.com determines the market price dynamically based on their proprietary models. Percent back in CRO is calculated by multiplying the purchase amount by your current CRO earn rate. The total is then divided by the current market price of CRO in U.S dollars.

Example.

Purchase Amount = \$100 USD

CRO earn rate = 1.5% back in CRO

Market price of CRO = USD \$0.10

CRO earned = 15 CRO

Some Level Up Tiers require CRO lockup or staking. If you do not wish to lockup or stake, select the Midnight Blue Tier.

Using your Crypto.com Visa Signature Credit Card, you will earn CRO on eligible purchases based on the Level Up Tier you are at.

Within the first 12 months in which you upgrade your Level Up Tier or within the first 12 months from the open date of your Crypto.com Visa Signature Credit Card Account you will also earn a Boosted CRO earn rate on eligible purchases based on the Level Up Tier you are at. Except if you open your account in the Midnight Blue tier. Limit of one 12-month period of Boost Rate per tier upgrade.

Level Up Tier	MIDNIGHT BLUE	RUBY	JADE / INDIGO	ICY / ROSE	OBSIDIAN
CRO 12 Month Lockup Requirement	No lockup required	\$500 USD	\$5,000 USD	\$50,000 USD	\$500,000 USD
Base CRO earn rate	1.5% back in CRO	2% back in CRO	3% back in CRO	4% back in CRO	5% back in CRO
Bonus CRO earn rate	Not Available	0.5% back in CRO	0.5% back in CRO	1% back in CRO	1.5% back in CRO

CRO are not earned on: unauthorized or fraudulent charges, charges that violate the terms of your Account Agreement, balance transfers, cash advances, crypto transactions on crypto.com, transactions treated similar to cash advances, interest charges, cash equivalents, person to person, or fees of any kind.

Crypto.com may prohibit you from earning CRO on your Credit Card, using CRO or using any features of the Program if: your Account becomes delinquent; the Bank suspects that you or any authorized user has engaged in fraudulent activity related to your Account or the Program; or Crypto.com suspects that you misused the Program in any way.

CRO awarded for purchases that do not remain Net Eligible Purchases will be deducted from your CRO balance. Returned items may result in credits being applied to your Account, which will reduce or may eliminate accumulated CRO and may result in a negative CRO balance. If your CRO balance goes negative, any new CRO you earn will first be applied to bring your CRO balance to zero. Any claw backed CRO due to returned or cancelled items will be evaluated based on the initial reward amount in CRO and not US dollar amount. Crypto.com reserves the right to verify and adjust CRO, as applicable, at any time.

Reward Merchant Classification Codes

Merchants who accept Visa are assigned a merchant classification code ("MCC"), which is determined by the merchant or its processor in accordance with Visa procedures based on the products and/or services they primarily sell. The Bank and Crypto.com do not control the assignment of these codes and are not responsible for incorrectly coded purchases. Even though a merchant or some of the items it sells may appear to fit within a certain rewards category, the merchant may not have a code in that category. Purchases made with third-party payment accounts, including but not limited to PayPal and Venmo, will not earn additional CRO.

Bonus CRO for Special Offers

From time to time, Crypto.com or the Bank may make bonus offers to earn additional CRO ("Bonus CRO"). Read each offer carefully, as there may be important conditions or limitations, such as blackout periods, Bonus CRO limits, or exclusions. You may have to register to qualify for the offer. Crypto.com or the Bank may change or withdraw an offer at any time without notice. Any such change or withdrawal will not affect Bonus CRO already earned. Certain offers may only be communicated via email. Tax and shipping charges are excluded from specials offers and bonuses.

Expiration

Important note: CRO will not expire after the date that they are posted to your CRO balance; however, they will be subject to the terms described in the Termination and Forfeiture section.

Termination and Forfeiture

Important note: Subject to any requirements or limitations of applicable law, Crypto.com may at any time for any reason change or terminate the Program and these Program Terms without notice.

Crypto.com reserves the right to terminate you from the Program.

CRO will be subject to recovery of any CRO disbursed under the Program ("Clawback") and/or forfeiture in accordance with the Crypto.com

App and Web U.S. Terms and Conditions (https://crypto.com/document/entity_us.pdf) if you or any authorized user engages in any fraudulent activity or misuse related to your Card or the Program or engage in any activity deemed to be abusive or gaming conduct, as determined by Crypto.com or the Bank. Misuse includes, but is not limited to, obtaining or using an Account to maximize CRO earned in a manner that is not consistent with typical consumer activity as determined in Crypto.com's sole discretion. Misuse of your Account also includes, but is not limited to, failure to make timely payments or any other violation of the terms of your Account Agreement.

Other Terms

You may review your CRO balance via by logging in to your account on the Crypto.com mobile app. While CRO will appear at the time of your purchase, it may take up to two billing cycles for CRO to be confirmed and may result in reduced CRO earned. The amount of CRO earned is based on the date your purchase was made, which may be different than the date the transaction posts to your Account. For mail order, special order, online, and other purchases, your transaction may not post to your Account until items have shipped.

Closing your Crypto.com Visa credit card will not close your Crypto.com account or Crypto.com Level Up membership.

If your Crypto.com Visa credit card is closed by the Bank because you have breached the cardholder agreement, or if we determine that you have breached these Terms, the terms of the Crypto.com Level Up program, or any other Crypto.com terms and conditions, your CRO may be subject to forfeiture or Clawback.

All Crypto.com Visa credit cardholders expressly authorize the Bank and Crypto.com to share information about your accounts so that you can enjoy the benefits of the Crypto.com Visa Signature Credit Card Level Up Rewards Program and to inform you of additional information, offers, and opportunities.

The Crypto.com Visa credit card is issued by Comenity Capital Bank. The Crypto.com Visa credit card is issued pursuant to a license by Visa.

Communications and Customer Service

Crypto.com and the Bank may send communications regarding the Program by mail, phone, email or other methods, including through online Account Center Crypto.com mobile App. By providing your mobile phone number, Crypto.com or the Bank may contact you about all of your accounts and this Program.

If you have any questions about your credit card or need to update your credit card contact information, please contact the Customer Service phone number on the back of your card, 1-(844) 271-2626 (TDD/TTY 1-(888) 819-1918) or visit Account Center at comenity.net/cryptocom.

If you have any questions about the Program, please contact Crypto.com customer support through the secure chat function within your Crypto.com Mobile App.

You can review your Program activity in the Crypto.com Mobile App.

CRO Disputes

If CRO you believe were earned from activities on your Crypto.com Visa credit card have not timely posted to your CRO wallet in your Crypto.com account, you may dispute your CRO balance ("CRO Dispute") by contacting Crypto.com customer support through the secure chat function with the Crypto.com App. Crypto.com will use reasonable efforts to investigate your CRO Dispute if you notify us within 30 days of the posting date. If you do not notify us within that period, you waive your right to make a CRO Dispute with respect to that purchase. Crypto.com may require you to provide written confirmation of the dispute and the applicable purchase receipt and may decline to investigate further if you do not provide the requested confirmation or a valid receipt. Upon completion of the investigation, Crypto.com will have no further responsibilities if you later reassert the same CRO Dispute.

Limited Liability

Unless otherwise required by law, neither Crypto.com nor the Bank, nor any of our or its affiliates, officers, directors, employees, service providers, or agents will be liable to you, or anyone making a claim on your behalf, in connection with the Program or these Program Terms, including but not limited to, use of the Program and any redemption for or purchase of products or services through the Program.

Important note: Notwithstanding the foregoing, any liability that Crypto.com or the Bank may have to you in connection with the Program shall be limited to the amount of any CRO you have earned in accordance with these Program Terms. In addition, unless otherwise required by law, you and we each waive the right to seek punitive or exemplary damages against the other.

No Warranties

Crypto.com and the Bank, and all of each of such company's respective subsidiaries and affiliates make no warranty, express or implied, including but not limited to, any warranties of merchantability or fitness for a particular purpose with respect to the Program or any products or services related to such Program.

Taxes

You are responsible for any tax liability that may result from participation in the Program. Consult your tax advisor concerning such tax consequences.

Terms Subject to Crypto.com App and Web U.S. Terms and Conditions; Dispute Resolution; Class Waiver; Binding Arbitration

The <u>Crypto.com App and U.S. Terms and Conditions</u> can be found at the following URL: **https://crypto.com/document/entity_us.pdf** (the "**Crypto.com U.S. Terms**") and are hereby incorporated herein by reference, including, but not limited to, provisions related to governing law and forum, arbitration, class waivers, and dispute resolution. In the event that there is any conflict between these Program Terms and the Crypto.com U.S. Terms, then these Terms shall supersede and prevail.

Please read the Crypto.com U.S. Terms carefully. The Crypto.com U.S. Terms and these Program Terms require you to arbitrate certain disputes and claims with Crypto.com and limit the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth in the Crypto.com U.S. Terms. No class or representative actions or arbitrations are allowed under these Terms and the Crypto.com U.S. Terms. In addition, arbitration precludes you from suing in court or having a jury trial. You and Crypto.com agree that each of us may bring claims arising from or relating to these program terms only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding.

Licensing

The Crypto.com Visa Signature Credit Card is issued by Comenity Capital Bank, pursuant to a license from Visa Inc.