

## CRYPTO.COM U.S. EXCHANGE TERMS & CONDITIONS

Effective Date: August 4, 2025

**PLEASE MAKE SURE YOU READ AND UNDERSTAND THESE TERMS AND KEEP THEM FOR FUTURE REFERENCE AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. IF YOU ARE NOT WILLING TO COMPLY WITH EVERY PROVISION OF THESE TERMS, YOU MAY NOT USE THE CRYPTO.COM EXCHANGE SERVICES.**

**THESE TERMS INCLUDE AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION ON AN INDIVIDUAL BASIS AND MAY IMPACT OR PROHIBIT CLASS ACTION CLAIMS. PLEASE REFER TO CLAUSE 26 AND 27 FOR ADDITIONAL DETAILS.**

### 1. INTRODUCTION

- 1.1 The Crypto.com Exchange Services (described below) are provided to you by Foris DAX, Inc., a Delaware corporation and registered money services business (together with its affiliates, **"Crypto.com"** or **"Company"**).
- 1.2 These terms and conditions (**"Terms"** or **"Terms and Conditions"**), as well as any attached annexes, product schedules and other disclosures (together, **"Annexes"**, and each an **"Annex"**) (if any), will apply to your use of the Exchange Services and form the Agreement. 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. In the event of any inconsistency between these Terms and any Annex, the relevant Annex shall prevail.
- 1.3 We reserve the right to change or modify any of the terms and conditions contained in the Terms, the Agreement or any policy governing the use of Exchange Services at any time and in our sole discretion. Any changes or modifications will be effective immediately upon the posting of such revisions, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Exchange Services and/or access to your Account following the posting of changes or modifications will confirm your acceptance of such changes or modifications.
- 1.4 By using the Exchange 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 the Agreement. Your acceptance of these Terms occurs when you take the earliest of any of the following actions: (i) signing up for an Account or any aspect, part, or component of the App or Exchange Services; (ii) using the App or Exchange Services; (iii) receiving the Terms, or notice of the Terms, including in connection with any transaction with Crypto.com, whether by email, in the App, via our Website, or by any other means not inconsistent with the electronic delivery provisions set forth in these Terms; (iv) giving Crypto.com a written or electronic signature, clicking "I accept" or "I agree" to be bound as applicable; or (v) installing, using, updating, or otherwise interacting with the App. Upon taking any of the foregoing actions, you shall be deemed to have entered into a binding contract with us and shall be deemed to have expressly read, understood and agreed to be bound by these Terms.
- 1.5 The Agreement applies to you and to any Authorized Person. If you or an Authorized Person do not agree with the terms of the Agreement, you or the Authorized Person should not use the Exchange or access your Account. You are responsible for ensuring that each Authorized

Person complies with the Agreement and for anything an Authorized Person does in connection with the Agreement. You must ensure that each Authorized Person is given a copy of the Agreement and any privacy notice issued by us from time to time. Each Authorized Person shall be deemed to have read this Agreement and any changes or modifications referenced in Clause 1.3.

1.6 We are not acting as your financial advisor and you must not regard us as acting in that capacity. You should consult your own independent professional advisors before entering into any transaction and enter into a transaction only if you fully understand its nature, the contractual relationship into which you are entering, all relevant terms and conditions, and the nature and extent of your exposure to loss.

1.7 By accepting this Agreement, you understand that we are not responsible for the market of Digital Assets, and we make no representations or warranties concerning the real or perceived value of Digital Assets as denominated in any quoted currency. Although we may provide historical and/or real-time data regarding the price of Digital Assets, including graphs displayed within the Exchange Services, the Site or the App showing the price fluctuations of Digital Assets, such data or graphs are for reference only. We make no representations regarding the quality, suitability, veracity, usefulness, accuracy or completeness of such data or graphs, and you should not rely on such data or graphs for any reason whatsoever. You understand and acknowledge that the value of Digital Assets can be volatile, and you agree that we are not in any way responsible or liable for any losses you may incur by holding or trading Digital Assets, even if the Exchange Services, the Site or the App are delayed, suspended or interrupted for any reason. We do not provide recommendations or investment, tax, legal, accounting or financial advice and any content accessed via the Exchange Services, the Site or the App should not be considered as a substitute for tailored investment advice. We do not conduct trade-by-trade suitability determinations. The contents of the Exchange, the Site and the App should not be used as a basis for making investment decisions and should not be construed as an attempt to market or promote any type of Digital Asset.

1.8 In addition to these Terms, we also publish a [privacy notice](#) (the “**Privacy Notice**”) and a cookies policy accessible at the Cookie Preference banner on our Site. Please carefully review these to better understand the use of your information.

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

“**Account**” means an account that is established by Crypto.com in your name for the purposes of using or accessing information about the Exchange or any Service, which may be made available through the Site, App and/or other means as determined by Crypto.com in its sole discretion. It includes the Wallet established by Crypto.com for you to use the Exchange or provide specific services under this Agreement;

“**Advanced Order**” means any Order type made available on the Site and/or App from time to time that is not a Maker Order, Market Order or a Limit Order;

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

“**Agreed Communication Method**” means communication to you through the Site, the App or otherwise in writing or any other communication method as indicated by Crypto.com to you as being appropriate for submitting Instructions;

**“Agreement”** means the agreement between Crypto.com and you that is made up of the following documents:

- (a) These Terms and the Annexes;
- (b) Your Application to register an Account and use the Exchange;
- (c) Any Confirmations to which you are party;
- (d) Any document or part of the Site and/or App that sets out the Fees and Costs that may apply to the Exchange;
- (e) the Exchange FAQs located at <https://help.crypto.com/en/collections/2031951-crypto-com-exchange>;
- (f) the Exchange Rulebook; and
- (g) Any other rules, notifications, guidelines, terms, agreement or other document designated by us to form part of the Agreement.

**“Annex”** or **“Annexes”** shall have the meaning ascribed to the term in Clause 1.2;

**“App”** means the mobile application software developed, owned and released by Crypto.com and available for download for Android or Apple iOS and any and all updates, upgrades, supplements, releases and versions thereof;

**“Applicable Law”** or **“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 that 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 for an Account required to use the Exchange, in the form specified by Crypto.com through an Agreed Communication Method;

**“Authorized Person”** means any person that you authorize (either alone or collectively) and that Crypto.com approves to act on your behalf in giving Instructions, operating your Account, submitting Orders or performing any other act in connection with the Agreement;

**“Available Balance”** means your Total Asset Value less any amounts held for Open Orders and Fees;

**“Available Jurisdiction”** means all eligible U.S. jurisdictions where the Exchange is available for your use, except New York.

**“Base Asset”** means with respect to the Digital Asset or fiat currency being traded on the Order Book, the first Digital Asset or fiat currency in the Trading Pair;

**“Business Day(s)”** means any day, except any Saturday, Sunday or public holidays, which U.S. banking institutions are open for normal business activities;

**“Clause”** means each numbered provision or section of these Terms;

**“Confirmation”** means a trade confirmation (or similar) relating to an Executed Order;

**“Control”** of a person includes the power to directly or indirectly: (a) determine the management or policies of the person; (b) control the membership of the board or other governing body of the person; or (c) control the casting of more than one half of the maximum number of votes that may be cast at a general meeting of the person; regardless of whether the power is in writing or not, enforceable or unenforceable, expressed or implied, formal or informal or arises by means of trusts, agreements, arrangements, understandings, practices or otherwise.

**“Costs”** means costs, charges and expenses, including those arising in connection with Digital Asset networks or blockchains underlying a Digital Asset and engagement of third party service providers (on a full indemnity basis), including legal advisers, trustees or any agent, delegate nominee or custodian appointed by us;

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

**“Crypto.com Group”** means Crypto.com and each Crypto.com Group Member;

**“Crypto.com Group Member”** means Crypto.com, and any person, entity or company that (directly or indirectly through one or more intermediaries), is in Control of Crypto.com, is Controlled by Crypto.com, or is under common Control with Crypto.com;

**“Counter Asset”** means with respect to the Digital Asset or fiat currency in which trading is denominated on the Order Book, the second Digital Asset or fiat currency in the Trading Pair;

**“Digital Asset”** or **“Crypto Asset”** means cryptographic tokens, digital currencies, cryptocurrencies or virtual currencies, or digital assets of any types that have been approved by Crypto.com for support in the Wallet;

**“Eligible Card”** means any payment card that is accepted by [Crypto.com](https://crypto.com) as a means of payment for USD to DA Conversion;

**“Eligible Crypto Asset”** means a Digital Asset that:

- (a) has not been associated with a wallet address that is or has been blacklisted or otherwise identified by a Government Agency or relevant authority as being related to a breach or potential breach of the Applicable Law;
- (b) is not otherwise associated with suspicious or illicit activities, including the dark web or ransomware cases; or
- (c) is otherwise available for trading on the Site and/or App, in each case, as determined by Crypto.com in its sole discretion, having regard to Applicable Law, Crypto.com’s internal policies, and any other relevant considerations.

**“Enabled Device”** means any device successfully registered by you for use in connection with your Account or the Exchange Services;

**“Exchange”** means the exchange that is operated by Crypto.com in accordance with the Agreement;

**“Exchange Market Data”** means any data, information and/or Exchange Materials made available to you through the App, Site and/or other products, including any application programming interfaces. This may include, but is not limited to, order book information, prices, quantities of orders, transactions made on or in relation to Crypto.com products;

**“Exchange Materials”** means the Trading Tools, marketing information and other materials available on or via the Exchange;

**“Exchange Rulebook”** means the applicable “Exchange Rulebook” published on the Site and/or App by Crypto.com;

**“Exchange Services”** or **“Services”** refers to the Service Content and all related features, services, content and applications described in Clause 2.1 that Crypto.com may make available to you on the App and Site from time to time;

**“Execution”** means the matching of two Orders after such Orders are Filled, and **“Executed”** and **“Executed Orders”** are to be interpreted accordingly;

**“Fees”** means all fees imposed by us for the use of the Services;

**“Fiat Currency”** or **“Fiat Currencies”** means any asset that is:

- a) legal tender in a country or territory;
- b) customarily used and accepted as a medium of exchange in its country or territory or territory of issue; and
- c) made available by Crypto.com in relation to the Wallet

in each case as determined by us.

**“Fiat Wallet”** means any wallet for holding fiat funds provided to you by Crypto.com referred to in the respective Addenda.

**“Fill”** or **“Filled”** means to satisfy an Order and/or match two Orders prior to Execution;

**“Force Majeure Event”** means an event or failure that is beyond our reasonable control including, without limitation: (i) acts of God, nature (including without limitation, natural disasters, epidemics and pandemics), court or domestic or foreign governmental authorities; (ii) failure or interruption in public or private telecommunication networks, communication channels or information systems; (iii) acts or omissions of acts of a party for whom we are not responsible; (iv) delay, failure or interruption in, or unavailability of, third party services and sites; (v) strikes, lockouts, labor disputes, wars, civil unrest, terrorist acts and riots; (vi) viruses, malwares, other malicious computer codes or the hacking of any part of the Exchange Services;

**“Government Agency”** means any government, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity;

**“Hold”** means the setting aside of Digital Assets allocated to an Order;

**“Include”** and **“Including”** means to include without limitation;

**“Indemnified Person”** has the meaning ascribed to the term in Clause 17.1.

**“Instructions”** or **“Instruct”** means all information, instructions, communications, Orders or messages (including those relating to payments, transfers or other Transactions) made by you;

**“Intellectual Property”** has the meaning ascribed to the term in Clause 10.1;

**“Limit Order”** means an Order to buy or sell a specified quantity of a Digital Asset at a specified price;

**“Loss”** means any direct, indirect or consequential loss, damage, expense, demand, claims, liabilities, judgments, fines, penalties (whether civil, criminal or other) and amounts paid or payable in Settlement, including, without limitation, all interest, assessments and other charges paid or payable in connection with or in respect of any of the foregoing and Costs of any kind;

**“Maker Order”** means an Order that will not immediately be Executed against another Order upon submission to the Exchange;

**“Market Manipulation”** shall have the meaning ascribed to the term in Clause 6.4;

**“Market Maker”** means any third party exchange, including any affiliate of Crypto.com that operates an exchange, or other third party, including any affiliate of Crypto.com, that acts as a market maker to Fulfill Orders for Digital Assets;

**“Market Misconduct”** shall have the meaning ascribed to the term in Clause 6.4 ;

**“Market Order”** means an Order to buy or sell a specified quantity of a Digital Asset at the best available price of existing Orders on the Order Book;

**“Mis-execution”** occurs when an Order is Executed otherwise than in accordance with the Order;

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

- (a) a Fork, Airdrop or other events which results in the generation of new or alternate Digital Assets from 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 an Executed Order on the network, or to revert any Executed Order previously honoured or recorded on the network.

**“Open Order”** means a Maker Order that has been posted but not Filled, canceled or expired;

**“Order”** means an Instruction to buy or sell a specified quantity of a Digital Asset at a specified price;

**“Order Book”** means an order book for various Digital Asset and/or fiat Trading Pairs;

**“Order Matching Engine”** means, collectively, Crypto.com’s systems for Execution;

**“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**“Privacy Notice”** shall have the meaning ascribed to the term in Clause 1.7;

**“Prohibited Transaction”** means any transaction that involves Market Misconduct;

**“Products and Services”** or **“Services”** means anything accessible to a user through our platform and not to the general public, including but not limited to, creation of an Account and the use of or access to information regarding such Account, as well as any use of or access to information regarding any product or service, including the Exchange Service and Wallet, offered by Crypto.com through any means;

**“Security”** has the meaning ascribed to it in Clause 14.8;

**“Self-Execution”** means two Orders placed by you to buy and sell the same Digital Asset into the same Account, regardless of quantity, and results in cancellation of the Order;

**“Service Content”** means data, information, materials, advertisements, text, audio, video, graphics, software and other content on the Site and Exchange Services;

**“Settled”** or **“Settlement”** means the completion of any trade and occurs only after an Order is Filled and Executed;

**“Site”** means the website at [www.crypto.com/us/](https://www.crypto.com/us/) and all related components;

**“Stake”** or **“Staking”** means the holding of any eligible Digital Assets in your account for a period of time;

**“Stablecoin”** means any combination of USDC, PYUSD, and/or other similar Digital Asset as determined in Crypto.com’s sole discretion.

**“Taker Order”** means an Order that will be immediately Executed against another Order upon submission to the Exchange;

**“Taxes”** means any taxes, duties or fees that are incurred, required to be collected, paid or withheld for any reason in connection with your use of the Services under any Applicable Law;

**“Terms”** or **“Terms and Conditions”** shall have the meaning ascribed to the term in Clause 1.2;

**“Third-Party Digital Wallet Application”** means any digital wallet mobile application that allows users to store Eligible Card information on, and make payments with, an eligible mobile device;



**“Third Party Services”** has the meaning ascribed to it in Clause 24.1;

**“Total Asset Value”** means the gross value of all of your Digital Assets for the relevant Order Book, expressed in the Counter Asset based on the last trade price. This includes all Digital Assets allocated to Open Orders;

**“Trademarks”** shall have the meaning ascribed to the term in Clause 10.1(a);

**“Trader(s)”** means any person that purchases Digital Assets using Exchange Services, including you and any Authorised Person;

**“Trading Hours”** means the times during which the Exchange Service is available, as notified via an Agreed Communication Method or otherwise in writing by Crypto.com;

**“Trading Pair”** means each pair of a Base Asset and a Counter Asset offered on Exchange Services;

**“Trading Tools”** means the applications (including any application programming interface), algorithms, software (including any files, images, tables and data incorporated in or generated by the software and data accompanying the software), interfaces or code that Crypto.com may provide to you for using the Exchange. It includes the Site and the App and any related specific applications, algorithms, software, interfaces and codes;

**“Transaction”** means any order, instruction or action you take with respect to the movement of funds and/or assets into, out of or within your account, including but not limited to deposits to and withdrawals from your Wallet;

**“Transaction History”** means records of all Transactions and any details relevant to such Transactions on your Wallet or Site generally;

**“USD Bundle”** means a basket of one or more types of Stablecoins and/or Fiat Currency;

**“USD to DA Conversion”** shall have the meaning ascribed to the term in Annex VII;

**“Wallet”** means any digital asset wallet provided to you by Crypto.com referred to in the respective Addenda;

**“we/us/our”** means Crypto.com;

**“you/your”** means the person who is the user of the Exchange Services or Services and/or any Authorised Person.

## **2. THE EXCHANGE SERVICES**

2.1 The Exchange Services will include the following:

- (a) access to the Exchange where you may place Orders to purchase Digital Assets in accordance with the Agreement;
- (b) access to your Account;
- (c) hosted Wallet provided by Crypto.com that allows you to store Digital Assets for the purpose of using the Exchange Services;



- (d) access to the Exchange Materials; and
- (e) any other Crypto.com Products and Services made available to you through your access to an Account, whether on the Exchange, Wallet or other means of communication or Products and Services from time to time.

You may also access through the Exchange some services and products that are offered by Crypto.com, such as the Crypto.com app custodial digital wallet and services described in the Annexes, and such services and products are governed by separate sets of terms and conditions, the Annexes and/or this Agreement.

Please note that Crypto.com does not conduct or provide any currency exchange services from one fiat currency to another fiat currency.

2.2 We reserve the right, and without liability to you, to:

- (a) Fill, decline to Fill, accept decline to accept, suspend, cancel, reverse, void or partially execute your Instructions or Orders on the Exchange at our discretion; and
- (b) update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Exchange Services or change any features, component or content thereof.

2.3 We reserve the right and sole discretion to suspend, restrict or terminate your access to any or all of our Products and Services and to deactivate your Account, or take other measures as we deem in our sole discretion to be required by Applicable Law, including without limitation:

- (a) where it is our reasonable opinion that we are required to do so by Applicable Law or any court or other adjudicating authority to which we are subject in any jurisdiction;
- (b) upon reasonable suspicion that you may be in breach of the Agreement or the Exchange Rulebook or are otherwise trying to circumvent the Agreement or the Exchange Rulebook, such as by opening multiple accounts or abusing any of our incentive schemes;
- (c) if you provide incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading;
- (d) upon reasonable suspicion that a Transaction is fraudulent or erroneous;
- (e) upon reasonable suspicion that your account has been compromised or the Products and Services are being used in a fraudulent or unauthorized manner;
- (f) upon reasonable suspicion of money laundering, terrorist financing, fraud or any other financial crime;
- (g) upon reasonable suspicion that you are conducting any fraudulent or illegal activities, including but not limited to, any Ponzi scheme, pyramid scheme, phishing or dark-net Transactions; or
- (h) where any of your Crypto.com wallets or you are subject to pending litigation, investigation or government proceedings.

- (i) your Account has been inactive and if Crypto.com is unable to contact you regarding the assets in your Account, Crypto.com will take measures as required by the Applicable Law in your jurisdiction.

You acknowledge that Crypto.com's decision to take certain actions, including limiting access to, suspending or closing your Account for any reason in our sole discretion, may be based on confidential criteria that are essential to Crypto.com's risk management and security protocols. You agree that Crypto.com is under no obligation to disclose the details of its risk management and security procedures to you.

- 2.4 We may, acting in good faith and in a commercially reasonable manner, refuse to accept or make (or accept or make on such terms as it may determine) any transfer of a Digital Asset from or to you and we will provide notice of any such refusal as soon as reasonably practicable. In particular, we may refuse to facilitate any transfer of Digital Assets, whether through the Trade Engine or otherwise, that are not Eligible Digital Assets from you, and you cannot use any such Digital Assets to settle an Executed Order.
- 2.5 Each of our obligations to make a payment or delivery or to perform any obligation is subject to the conditions precedent that:
  - (a) we are satisfied that you have fulfilled your corresponding obligations (if any) in accordance with all applicable terms;
  - (b) no Event of Default has occurred or is continuing; and
  - (c) such actions will not cause us to be in breach of any Applicable Law or our internal policies.
- 2.6 In the event that we decide to suspend, restrict or terminate your access to our Products and Services in accordance with the provisions of this Clause 2 or Clause 14, we may (to the extent that it is not unlawful for us to do so) provide you with adequate notice of such termination of Products and Services. Suspensions, restrictions or terminations from the use of our Products and Services will be reversed only as soon as reasonably practicable once the reasons for refusal no longer exist as determined in our sole discretion. We are under no obligation to execute any suspended, reversed or terminated Transactions or Orders at the same price or on the same terms. Regardless of whether we take action to suspend, restrict or terminate your access, it does not in any way waive or preclude any other legal right or remedy we may have or exercise against you.
- 2.7 Clause 2.2 above may occur to all, or any specific group or any individual user of the Products and Services, including the Exchange Services. We do not guarantee that any specific content, component and/or feature will always be available on the Products and Services, including the Exchange Services.
- 2.8 You understand and agree that we may engage any third party service provider or subcontractor to perform any or all of the services provided hereunder. Crypto.com shall not be liable for any delay, loss or damage of any kind incurred from any services provided by any third party service provider or subcontractor engaged by Crypto.com. All claims in connection with the act of any third party service provider or subcontractor shall be brought solely and directly against such party and/or its agents. Crypto.com's sole liability in relation to the

services provided by any third party service provider or subcontractor shall be limited to the use of reasonable care in the selection of such party.

### **3. RISKS OF USING DIGITAL ASSETS AND CONFLICTS OF INTEREST**

- 3.1 Please note that all Transactions involving Digital Assets involve certain risks. For further information regarding the risks of Transactions involving Digital Assets, please review our Risk Disclosure Statement which is an Annex to these Terms. By using the Site, you hereby acknowledge that you have read and understood the Risk Disclosure Statements which is an Annex to these Terms and which form part of the Agreement.
- 3.2 For information regarding material conflicts of interest that may arise between you and us when you use the Exchange Services, please review our Disclosure of Conflicts of Interest attached as Annex IV to these Terms.

### **4. ACCOUNT AND ONBOARDING**

- 4.1 By applying for an Account to use the Exchange Services, you represent and warrant that:
- (a) you are at least eighteen (18) years of age;
  - (b) you have the full right, power and authority to agree to these Terms;
  - (c) you are not a resident or a Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction which Crypto.com has notified as being subject to prohibitions or restrictions on accessing or using the Exchange Services;
  - (d) you are not a resident or Tax resident of, and do not otherwise have any relevant connection with, any jurisdiction in which entry into or performing your obligations under these Terms or the delivery, holding, use or exchange of Digital Assets is unlawful or restricted in any way or requires licensing, registration or approval of any kind;
  - (e) you are the authorized user of your 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;
  - (f) you are not currently registered as a user of the Exchange Services;
  - (g) you are not impersonating any other person, operating under an alias or otherwise concealing your identity;
  - (h) you are not located in, under the control of, or a national or resident of (i) any international sanctioned countries, or (ii) any country to which the United States has embargoed goods or services; and (iii) are not identified as a "Specially Designated National" by the Office of Foreign Assets Control of the U.S. Department of the Treasury;
  - (i) you are not placed on the U.S. Department of Commerce, Bureau of Industry and Security's Denied Persons List;
  - (j) you will not use our Services if any Applicable Laws prohibit you from doing so in accordance with these Terms;

- (k) you are the sole ultimate beneficial owner of your Account and not acting on behalf of or representing any other natural person, legal person or legal entity;
- (l) you are the beneficial owner of (or if you are acting as a trustee, the legal owner) any Digital Asset or fiat currency subject to these Terms and forming the subject matter of the Services;
- (m) you enter into the Agreement and submit each Order as principal and are not acting as an agent for any other person, as trustee of any trust or on behalf, or for the benefit, of any other person;
- (n) you have full legal capacity, power and all necessary authorisations to own your assets and carry on any business it conducts, to enter into the Agreement and submit each Order and to comply with its obligations and exercise its rights under them;
- (o) you have obtained all necessary authorisations and consents, and taken all necessary corporate actions (as applicable) to make all payments and deliveries contemplated by the Agreement;
- (p) your obligations under the Agreement are valid, binding and enforceable and it will not be in breach of any Applicable Law, authorisation, document or agreement by entering into or complying with obligations or exercising rights under the Agreement or any Order; and
- (q) you are compliant with this Agreement and all Applicable Law requirements to which you are subject, including without limitation, all tax laws and regulations, exchange control requirements and registration requirements.

4.2 In order to use the Exchange Services, you must register as a user on the App or Site, and provide us with all information and/or documents requested by us. Except where permitted by Applicable Law, all information and documents must be in the English language (including such information and/or documents as may be required by us from time to time for compliance with Applicable Laws) in order to process your registration. If the documents you provide are not in the English language (except where permitted by Applicable Law), you may be required to provide us with a certified English translation. Except where permitted by Applicable Law, Crypto.com shall not be responsible for the translation of any non-English documents and shall not be obliged to process or review any documents that are not in the English language. 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 use of the Exchange Services, including to identify or authenticate your identity, validate your funding sources or Transactions, verify your source(s) of income and/or wealth, among other requests. This may include, without limiting the generality of the foregoing, requiring further information that will allow us 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.

4.3 We may verify, supplement, or append the information you provide us with or obtain information on you ourselves or through third parties from secure databases in accordance with our [Privacy Notice](#). By agreeing to these Terms, you acknowledge that we or a third party

on our behalf may verify, supplement, or amend your information for any reason including for the up-to-date maintenance of our records or to comply with applicable reporting obligations.

- 4.4 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 with 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 to us during registration of your Account or else in the course of your engagement with the Exchange 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 Exchange Services or your Account. You undertake to indemnify us and our Affiliates 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 our Services.
- 4.5 At the time you sign up for the Exchange Services or at any time in the future after signing up for the Exchange Services, you authorize us to undertake electronic identity verification checks on you, either directly or using relevant third party service providers.
- 4.6 Notwithstanding any Terms hereunder or your successful completion of the signing up process in accordance with Clause 4.2 above, certain types of users are specifically prohibited from using certain features within the Exchange Services. You further represent and warrant that in relation to the use of any of the Exchange Services, you are not located in, under the jurisdiction of, or a national or resident of any of the countries, states, and jurisdictions listed [here](#) and are a resident in an Available Jurisdiction.
- 4.7 In registering an Account, you will create a password and Account identification to access and use the Exchange Services, the Site and the App. While we will take all reasonable efforts to safeguard your Personal Data and Account information, you are solely responsible for ensuring your Account remains secure and for verifying and monitoring activity that occurs on your Account. We will assume that any activity that occurs through your Account is authorised and directed by you and you will be legally responsible for all activities that occur on your Account, even if said activity is done without your permission. We have no obligation to investigate or monitor any activity or use of your Account.
- 4.8 All records shown on or provided in connection with the Exchange Services or your Account are for your information only. These records are not binding on us or any other person.
- 4.9 All Personal Data collected through your Account, this Site and the App will be subject to our [Privacy Notice](#). By using the Products and Services you acknowledge that you have read and understood our Privacy Notice and that you agree to the collection, use, disclosure and other handling of your Personal Data as described herein.
- 4.10 Subject to our discretion and operational requirements, you may not hold more than one Account.
- 4.11 All Accounts are established and maintained by us for the sole purpose of providing the Exchange and Services and recording relevant Digital Asset movements. In no circumstances

should an Account be interpreted as a banking or custody service, or a stored value facility, of any kind.

- 4.12 We may open and provide one or more sub-accounts in your name following an application from you in accordance with, and subject to, the terms described in Annex II to these Terms.
- 4.13 You must comply with any specifications that we make in relation to your use of the Exchange Services and an Agreed Communication Method. This includes any authentication and other security procedures.
- 4.14 A transfer of Digital Assets from an Account is not complete until confirmed as complete by Crypto.com. A transfer of Digital Assets that is pending will be designated as a pending transaction in the Account. The balance of the Account will also show a debit of the Digital Assets having been made.

## **5. TRADING ON THE EXCHANGE**

- 5.1 Crypto.com operates, either directly or through an affiliate, a central limit order book trading platform and Settles trades in a number of Digital Asset and Trading Pairs. Your Account will list which Digital Assets and Trading Pairs are available to you.
- 5.2 The Exchange is available during Trading Hours on each day. The Exchange may not be available at certain times. In particular, there may be some downtime (as advised through an Agreed Communication Method) when use of the Exchange will be restricted or not possible. We may periodically shut down the Exchange or access to the Exchange via the Site or App, and interrupt any automatic functions for the following reasons: (a) planned system and software maintenance; (b) unscheduled emergency maintenance; (c) seasonal holidays; and (d) any other event that Crypto.com consider requires suspension of the Exchange.
- 5.3 Before you place an Order, you must have a sufficient amount and appropriate type of Eligible Digital Assets recorded in your Account to meet your obligations in respect of the proposed Digital Asset or accompanying fiat currency Transaction, inclusive of any applicable Fees, Costs and Tax. Notwithstanding the amount displayed as being recorded to an Account, only Eligible Digital Assets and corresponding fiat currency will be taken into account when assessing whether the sufficiency and appropriateness requirements under this Clause 5.3 are satisfied. If any Digital Assets in your Account are determined not to be Eligible Digital Assets, you must substitute the assets in your Account with Eligible Digital Assets before you can submit an Order, or discharge your obligations in respect of an Executed Order.
- 5.4 An Order can be submitted to the Exchange only by you, using an Agreed Communication Method and the procedure provided through that Agreed Communication Method for that Order.
- 5.5 An Order must be a Limit Order, Market Order or Advanced Order and must comply with any applicable minimum and maximum Order values and any other requirements specified via the Agreed Communication Method.
- 5.6 When submitting an Order, you must comply with any trading and position limits, whether platform-wide or specific to you, imposed on you including limits and controls to mitigate and manage our own liquidity, operational and other risks, at any time, without prior notice. You must have an Available Balance of the relevant Eligible Digital Assets in your Account to submit an Order. This available balance must be sufficient to cover the total value of the Order and

any applicable Fees. When you place an Order, the quantity of the relevant Eligible Digital Asset will be placed on Hold in your Account until that Order is Executed or canceled.

- 5.7 Once submitted to the Exchange in accordance with these Terms, an Order will be displayed on the Exchange and remains open and binding on you until it is Executed or canceled. You may cancel an Order that you have submitted at any time before the Order is Executed.
- 5.8 We will endeavor to display a warning to you when you attempt to submit an Order that may completely or partially Execute at a price that is more than 5% away from the price specified in the most recently Executed Order for that Trading Pair. However, you agree that it is ultimately up to you to decide whether or not to submit the Order in any event.
- 5.9 A Limit Order is not guaranteed to Execute and may only Execute at the price stated in the Limit Order or at a better price. A Limit Order can be a Maker Order or a Taker Order.
- 5.10 A Market Order may Execute at a number of different prices, depending on the quantity of the Base Asset specified and the volume and prices of Orders on the Exchange, at the time that the Market Order is submitted and while the Market Order remains open. A Market Order is always a Taker Order.
- 5.11 We may, in our sole discretion, specify through an Agreed Communication Method additional and/or different requirements, restrictions or conditions in respect of one or more Advanced Orders or types of Advanced Order. If any requirement, restriction or condition for an Advanced Order (or a type of Advanced Order) is inconsistent with any other provision of the Agreement, the former prevails to the extent of the inconsistency in respect of that Advanced Order (or Advanced Order type) unless otherwise specified in writing.
- 5.12 To Execute Orders, the Order Matching Engine will match a Taker Order with a Maker Order. Orders are matched based on the price and time that the Orders are placed, and earlier Orders at the same price take priority over later Orders. An Order may be matched with and Executed by one or more Orders at the same price.
- 5.13 A Taker Order will be matched with the best price and earliest Maker Order with the same price level for that Trading Pair on the Exchange and if it is not Executed by that Maker Order or is only partially Executed by that Maker Order, matched with any subsequent Maker Order. The process is repeated until the Taker Order is completely Executed or canceled.
- 5.14 Where two Orders of any quantity would result in Self-Execution, we will cancel both Orders.
- 5.15 Orders that are Executed by the Order Matching Engine will include Fees, Costs and Taxes, if applicable, without set off, counterclaim or deduction or withholding, unless the deduction or withholding is required by Applicable Law. Orders will be Settled as soon as possible after Execution. Settlement of Executed Orders by the Order Matching Engine is final and will not be reversed unless we are compelled to do so by any Applicable Law, we are entitled to under the terms of the Agreement or Self-Execution or Mis-execution has occurred. Where the Mis-execution of an Order occurs at no fault of the user, we may, in our sole discretion, take all



reasonable steps to restore you to the position that you would have been in had the Order not occurred.

- 5.16 The minimum and maximum Order values for the Exchange will be published by us on the App and/or Site, which may be adjusted from time to time.
- 5.17 Without limiting any other provision of the Agreement, you are solely responsible for the submission of an Order and the performance of any Executed Order and any agreement arising under or in connection with that Executed Order, and you are responsible for complying with all notification requirements and other reporting obligations relating to Executed Orders under Applicable Law.

## **6. EXCHANGE INTEGRITY**

### **All Fills are final.**

- 6.1 Except as otherwise provided under the terms of this Agreement, all Fills are final and will not be reversed unless:
  - (a) Crypto.com is compelled to do so by any Applicable Law;
  - (b) We are permitted to do so under the terms of the Agreement; or
  - (c) Orders or Fills do not occur as specified in these Terms as a result of a technical or other error not caused by the user.

Where either (a) (b) or (c) occurs, we may, in our sole discretion, take reasonable efforts to restore you to the position you would have been in had the error not occurred.

- 6.2 Crypto.com has the authority to take any action deemed appropriate to preserve market integrity. Such actions include, but are not limited to, disabling or restricting your access to Exchange Services, refusing or cancelling or reversing your Instructions, disallowing the submission of Orders, restricting Order types or imposing conditions on Orders, cancelling Orders resting in the Order Book, suspending your use of the Trading Tools, modifying risk-mitigating parameters, suspending or limited trading on the Exchange, or any other actions deemed to be in the best interest of the Exchange. You agree to indemnify us against any Loss as a result of your breach of any limits or controls imposed by us under this Clause 6.2 or breach of the Agreement.
- 6.3 Traders are prohibited from engaging in Market Manipulation. Market Manipulation of any kind and other prohibitions set forth in the Exchange Rulebook are strictly prohibited. Market Manipulation means actions taken by any market participant or a person acting in concert with a participant (including, without limitation: front-running, wash trading, spoofing, layering, churning and quote stuffing) that are intended to:
  - (a) Deceive or mislead others;
  - (b) Artificially control or manipulate the price or trading volume of a Digital Asset; or
  - (c) Aid, abet, enable, finance, support or endorse (a) or (b). This may include actions on the Exchange and/or outside of the Exchange.

- 6.4 You must not engage in Market Manipulation or Market Misconduct. Market Manipulation means actions taken by any market participant or a person acting in concert with a participant which are intended to: (i) Deceive or mislead others; (ii) Artificially control or manipulate the price or trading volume of a Digital Asset; or (iii) Aid, abet, enable, finance, support, or endorse either of the above. This may include actions on Exchange and/or outside of Exchange. You must not engage in Market Misconduct. "Market Misconduct" includes any violation of the Exchange Rulebook, including, but not limited to Market Manipulation, dishonourable or dishonest conduct, conduct which is inconsistent with just and equitable principles of trade and any act that is detrimental to the Exchange.
- 6.5 You must not submit an Order (a) that, if Executed, would constitute a Prohibited Transaction; (b) with a view to concealing or facilitating Market Misconduct by yourself or any other person; or (c) the primary purpose of which is to transfer Digital Assets between Accounts without creating or reducing the open interest in a Trading Pair.
- 6.6 You must immediately contact Crypto.com if you know, or have reason to believe, that:
- (a) you have engaged in Market Misconduct or a violation of the Exchange Rulebook;
  - (a) another person (including Authorized Person) on the Exchange has engaged in Market Misconduct or a violation of the Exchange Rulebook;
  - (b) any other person has engaged in Market Misconduct or a violation of the Exchange Rulebook in respect of the Exchange or a Digital Asset generally; or
  - (c) Market Misconduct or a violation of the Exchange Rulebook is otherwise occurring on the Exchange.
- 6.7 You are responsible for complying with all notification requirements and other reporting obligations relating to Executed Orders under Applicable Law.

## **7. EXCHANGE MATERIALS AND EXCHANGE MARKET DATA**

- 7.1 You may not allow or permit any other person to use the Exchange Materials (as defined above but also including, but not limited to, our spot exchange application programming interface and/or Exchange Market Data, which may include, without limitation, the prices and quantities of orders and transactions executed on the Exchange) or otherwise deal with them for the benefit of any other person or in any way that is not specifically contemplated by the Agreement (including by way of downloading, copying, reproducing, adapting, publishing, selling or distributing them) without our express written consent, which we may reject or grant at our own discretion, with or without conditions, and revoke at any time.
- 7.2 You will keep all Exchange Materials strictly confidential, except to the extent that they are already in the public domain (other than through a breach of the Agreement or any other obligation of confidence).
- 7.3 You will respect and protect all rights, title and interest (including any intellectual property rights) in the Exchange Materials.
- 7.4 You will not, without our prior written consent, commercialise and/or profit from the Exchange Materials and/or any proprietary information belonging to Crypto.com and/or its

Affiliates. Should you require consent for such activities, a further bilateral agreement must be made between yourself and Crypto.com and/or its Affiliates.

- 7.5 You will not, without our prior written consent, extract any data, attempt to modify or interfere with the Exchange, the Website, the App, the Exchange Materials and/or its functionalities by using any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface.
- 7.6 You undertake that you, without limiting any other restrictions, will not, and will not attempt to without the express prior written consent from Crypto.com and/or its Affiliates:
- (a) tamper with, modify, adapt, translate, de-compile, reverse-engineer or otherwise alter in any way;
  - (b) redistribute, disseminate or display or create derivative works (including but not limited to, whether internal or otherwise, indexes, fixings or other benchmarks; valuations of digital currencies, tokens, securities or financial derivatives; or generic or fair value prices) based on, or combine or merge with or into any other software or documentation;
  - (c) gain unauthorised access to, make unauthorised use of or make use of for any illegal purpose (or any other purpose that is not contemplated in the Agreement);
  - (d) remove, erase or tamper with any copyright or proprietary notice printed or stamped on, affixed to, or encoded or recorded on; or
  - (e) commercialise and/or profit from (including through advertising and/or referral fees) through the data feeding, trading services, streaming services and/or other such services;

any Exchange Materials.

For the avoidance of doubt, Clause 7.6(a) includes the use of Exchange Materials and/or its derivatives as a benchmark, including without limitation, issuance of a financial instrument referencing the Exchange Materials and/or its derivatives, being party to any financial contract which references the Exchange Materials and/or its derivatives or providing a borrowing rate calculated from Exchange Materials and/or its derivatives.

- 7.7 Crypto.com is not, at any time, obliged to provide any adaptations, enhancements and/or modifications to the Exchange Materials, including any updates, patches, bug-fixes and/or upgrades to the Site or App or any new versions and/or releases of the Site or the App that incorporate new features or functions.
- 7.8 You acknowledge that we and/or other third parties may take legal action against you, and that you may be subject to other fines and penalties if you breach this Clause 7 at any time, or if we or such third parties suspect that you have done so. You undertake to notify us immediately if you become aware of any breach described in this Clause 7, or that any action described in Clause 7 is being perpetrated or attempted by another person. You may also be required by us to notify the relevant third parties of any breach by you of the Agreement, and authorise us to do so on your behalf.

## **8. LICENSING AND OTHER PROVISIONS APPLICABLE TO OUR SERVICES**

- 8.1 Crypto.com maintains licenses to offer some of the features associated with the Exchange Services, and these licenses may impact our provision and your use of certain Products and Services depending on where you live. For more information visit [here](#).
- 8.2 Crypto.com reserves the right, in its sole discretion, to Fill, decline to Fill, suspend, reverse, void refuse to process or to cancel any Instructions or Orders from you, including for purposes of compliance with Applicable Law.
- 8.3 Crypto.com endeavours to securely store 100% of all Digital Asset private keys in our control in a combination of online and offline storage. As a result, it may be necessary for Crypto.com to retrieve this information from offline storage to execute an Order in accordance with your Instructions, which may delay the initiation or crediting of such Order for 48 hours or more. As a user of the Exchange Services, you accept the risk that an Order facilitated by Crypto.com may be delayed and you agree not to hold Crypto.com responsible for any loss or damage (including loss of profits) arising out of or related to such delay.
- 8.4 It is your sole responsibility to determine whether, and to what extent, any Taxes apply to any Transactions associated with your receipt or transfer of Digital Assets and/or to the Orders you conduct and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate tax authorities. Your Transaction History is available through the Site. We are not obligated to, nor will we determine whether, and to what extent, Taxes apply, or calculate, collect, report or remit any Taxes to any tax authority arising from any Transaction.
- 8.5 The loading of Digital Asset to your Wallet and/or any Orders are subject to limits imposed by Crypto.com (as may be amended with or without notice from time to time in Crypto.com's sole discretion). Such limits are set out in the Site but we may, in our sole discretion, apply different limits to you specifically. We may also require you to submit additional information about yourself (including any person associated with you and your activities), provide records of your Digital Assets, and arrange for meetings with Crypto.com staff to discuss your loading of Digital Asset to your Wallet or any Orders you have effected.
- 8.6 If Crypto.com is holding funds (whether fiat currency or Digital Assets) in your Account and has no record of you accessing the Services for several years and is unable to contact you, Applicable Law may require Crypto.com to deliver any such funds to the applicable state or jurisdiction as unclaimed property.
- 8.7 In the case of a Network Event, to the extent that we have any rights or are able to take any action, we in our sole and absolute discretion will determine how to respond, including but not limited to whether to, how to, and the terms on which we will support a Fork, participate in an Airdrop, or otherwise implement or support such Network Event; how to apportion loss in the event of such Network Event; whether to continue or cease certain Exchange Services; determine who should have ownership of or receive newly created Digital Assets and/or benefits (if any); and any other action or inaction in our sole and absolute discretion. You agree that we will not be liable to you for any action or inaction we may take in response to or in connection with a Network Event.
- 8.8 Except as otherwise specifically provided in these Terms, as between you and Crypto.com, title to the assets in your Wallet shall at all times remain with you and shall not transfer to Crypto.com. All such assets are held for your benefit, are not property of Crypto.com, and are not subject to claims of Crypto.com's creditors. As owner of such assets, you shall bear all risk of loss of such assets as set forth in this Agreement. Except as required by Applicable Law, or except as provided herein, Crypto.com will not sell, transfer, loan, hypothecate, or

otherwise alienate such assets unless instructed by you. Notwithstanding the foregoing and anything to the contrary in this Agreement, all such assets are subject to Crypto.com's recovery rights as set forth in this Agreement, including but not limited to those set forth in Clause 14.7, and this Clause 8.8 does not abridge, modify, invalidate, supersede, or extinguish any of Crypto.com's rights as set forth in Clause 14.7 and elsewhere in this Agreement.

- 8.9 You agree and acknowledge that we and/or our custodial safeguarding institution(s) may safeguard your Digital Assets in a manner in accordance with Applicable Law.
- 8.10 You acknowledge that, for the purposes of these Terms, Crypto Assets of like kind are considered to be fungible assets, and your title to the assets in your Wallet gives you ownership rights in the corresponding amount of each kind of Crypto Asset in your Wallets but not necessarily in a specifically-identified or specifically-identifiable token or other representation of such Crypto Asset. Notwithstanding the foregoing, Crypto.com does not make any representation as to the likely treatment of the assets in your Wallets in the event that you, Crypto.com, or any third-party custodial service we may use becomes subject to an insolvency proceeding. You explicitly understand and acknowledge that the treatment of such assets in the event of such an insolvency proceeding is unsettled, not guaranteed, and may result in a number of outcomes that are impossible to predict, including but not limited to the total loss of any and all such assets.

## **9. FEES**

- 9.1 Crypto.com charges a Maker Order Fee for each Maker Order and a Taker Order Fee for each Taker Order that is posted to the Order Book.
- 9.2 If an Order is posted to the Order Book partially as a Maker Order and partially as a Taker Order, a Maker Order Fee applies to the portion posted as a Maker Order and a Taker Fee applies to the portion posted as a Taker Order.
- 9.3 Fees may vary between Order Books and are subject to change. The current Fee rates are made available on the App and/or the Site.
- 9.4 All applicable Fees listed on the App and the Site are exclusive of any applicable Taxes and the actual Fee charged may be increased to account for any such applicable Taxes. Nothing in this Clause 9.4 shall limit or modify your responsibility for any and all Tax obligations, including those stated in Clause 8.4.
- 9.5 From the time any amount under the Agreement is overdue for payment until it is paid, you agree to pay interest at our prevailing default interest rate on the overdue amount when we ask. This rate is revised by us periodically and is available from us on request.
- 9.6 We are the calculation agent for each Executed Order. All calculations are carried out in our sole discretion, unless otherwise specified in the relevant Confirmation. The calculation agent, subject to the relevant Confirmation, calculates the fees and any rates, amounts, periods and dates (including changes to any of them) in accordance with the Confirmation, gives notice of such fees, rates, amounts, periods and dates, determines the value of any Digital Asset expressed in respect of another Digital Asset or as expressed in respect of a fiat currency, effects or calculates any Digital Asset conversion necessary or desirable for the purposes of any Executed Order, and calculates any netting or set-off. The calculations and determinations

of the calculation agent are final and binding on you in the absence of manifest error, and will be applied using such methodology as we determine in good faith and in our discretion.

- 9.7 In respect of two or more Executed Orders to which you are a party, a net amount will be calculated by us as calculation agent in respect of all amounts payable on the same date in the same Digital Asset in respect of such Executed Orders, regardless of whether such amounts are payable in respect of the same Executed Order.
- 9.8 You waive any right you may have in any jurisdiction to pay any amount other than in the Eligible Digital Asset in which it is due. If we receive an amount in a Digital Asset other than that in which it is due, (a) we may return the payment and require you to make the payment in the appropriate and due Eligible Digital Asset. We may charge you for the Costs incurred in returning the payment to you; or (b) we may convert the amount into the due Eligible Digital Asset on the date and at rates we reasonably consider appropriate. We may deduct Costs incurred in the conversion. In such circumstances, you must satisfy your obligations to pay in the due Eligible Digital Asset only to the extent of the amount of the due Eligible Digital Asset or other asset obtained from the conversion after deducting the Costs of the conversion.
- 9.9 You must comply with any exchange controls and Applicable Law in connection with the Agreement. If your state or jurisdiction restricts the availability or transfer of any Digital Asset, or we are otherwise unable to pay in a particular Digital Asset, we need not make any payment to you in that Digital Asset. We may make the payment in any Digital Asset we reasonably consider appropriate, using a rate that we reasonably consider appropriate.
- 9.10 We are not obliged to make any payments and or deliveries to a third party, except as expressly contemplated by the Agreement or otherwise agreed by us in writing. Any third-party payments may also be subject to conditions.
- 9.11 Crypto.com will issue a payment notice to you for any Fees or other amounts that you owe, including any amounts owed to us as a result of us exercising our rights under these Terms. If such amounts are not repaid within 7 Business Days from the date that we issue to you a payment notice, you confirm, agree and authorise Crypto.com to recover such amount from your other accounts with Crypto.com by debiting any assets in those accounts, force-selling any Digital Assets in your accounts, or otherwise setting off against amounts owed to you.

## **10. INTELLECTUAL PROPERTY RIGHTS; LICENCE GRANT**

- 10.1 Crypto.com, and/or its third party licensors, owns any and all right, title and interest in, to and associated with the Exchange, Exchange Services, Exchange Materials, App, and the Site and their entire contents, features, and functionality (including all information, content, software, text, displays, images, video, audio, service marks, and the design, selection and arrangement thereof) (collectively, the “**Intellectual Property**”), and are protected by applicable copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You acknowledge that Crypto.com, its licensors or other third parties own any and all rights, title and interest in, to and associated with the Intellectual Property, whether registered or unregistered, and you agree not to use any Intellectual Property without the express prior written consent of Crypto.com, or respective licensor or third parties. All rights are reserved.
- 10.2 You acknowledge and agree that you shall not copy, modify, reproduce, republish, download, publicly display, encode, translate, transmit, distribute in any way (including by mirroring the Intellectual Property), the Intellectual Property in whole or in part, without the express prior

written permission of Crypto.com, respective licensors or third parties, except as is expressly provided for in these Terms. Any unauthorized use of the Intellectual Property is prohibited.

- 10.3 Except as otherwise indicated, no endorsement, sponsorship, affiliation or other authorization is implied by any use of third party trademarks on the Exchange, Exchange Services, App, the Site or in the Exchange Materials.
- 10.4 By submitting feedback, or suggestions (“**Feedback**”) to Crypto.com through the App or other means, you acknowledge and agree that: (i) your Feedback does not contain confidential or proprietary information of you or any third party; (ii) we are not under any obligations of confidentiality with respect to the Feedback or obligation to review and/or respond to your Feedback; (iii) we may freely use, reproduce, distribute, and otherwise utilize the Feedback for any purpose; and (iv) you are not entitled to any compensation of any kind from us.
- 10.5 Upon acceptance of your Application and creation of an Account, Crypto.com grants to you and any Authorized Person a personal, limited, non-exclusive, non-transferable, non-sublicensable right to use the Site and/or the App to access the Exchange Services, subject to the Terms, to access and use the Services and all related content, materials and information solely for approved purposes and for your own personal use.

## **11. YOUR CONDUCT**

- 11.1 Without prejudice to the foregoing, you undertake not to (and shall not, knowingly or otherwise, authorize, allow or assist any other party to):
  - (a) use the Exchange Services or your Account to conduct electronic spamming or otherwise distribute any unsolicited or unauthorized advertising, promotional or marketing material, junk mail or chain letters;
  - (b) use the Exchange Services or your Account to perform illegal, unlawful or immoral activities (including but not limited to money laundering, terrorism financing and fraudulent activities);
  - (c) use the Exchange Services or your Account to upload content that contains or is infected with viruses, malicious codes or Trojan horses, is unlawful, immoral or illegal or contains any other harmful or deleterious program;
  - (d) modify or adapt the whole or any part of the Exchange Services or combine or incorporate the Exchange Services into another other program or application;
  - (e) disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code, object code, underlying concepts, ideas and algorithms of the Exchange Services or any components thereof;
  - (f) use the Exchange Services in any manner that violates, misappropriates or infringes our, our Affiliates’ or any other third party’s intellectual property rights, including without limitation any copyright, patent or trademark. You undertake not to take or attempt to take any action or claim ownership of any property that infringes or would infringe upon our intellectual property interests;
  - (g) use the Exchange Services in a way that could damage, disable, impair or compromise the provision of the Exchange Services (or the systems or security of



the Exchange Services or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of Crypto.com. You undertake not to gain or attempt to gain unauthorized access to the account or wallets of other users;

- (h) take any action that imposes an unreasonable or disproportionately large burden or load on the Crypto.com infrastructure (including, but without limitation to our servers, networks, data centers and related or like equipment) and detrimentally interfere with, intercept or expropriate any system, data or information belonging to other users of the Services;
- (i) engage in any activities that are in contravention of these Terms or any Applicable Law;
- (j) provide false, inaccurate, incomplete or misleading information to Crypto.com or any of its Affiliates or third party services providers;
- (k) deposit with Crypto.com any Digital Assets or fiat currency forming part of the proceeds of any criminal or unlawful activity; or
- (l) engage in any other activity which Crypto.com deems inappropriate under the Terms or intent of this Agreement and/or any Products and Services offered, at its sole discretion.

11.1 When operating your Account, you must:

- (a) ensure that your systems and any relevant device, including any Enabled Device, are maintained in good order and are suitable for use with your Account;
- (b) maintain adequate security measures over your systems and devices, including any Enabled Device, so as not to permit anyone other than you or your Authorized Persons from operating your Account;
- (c) run any such tests and provide any information to us as we may reasonably request to establish that your systems and devices satisfy the requirements to operate your Account;
- (d) carry out virus, rootkit, keylogger and other malware checks of your systems and devices on a regular basis (including any specific virus or malware detection programs as required by us from time to time);
- (e) inform us immediately of any unauthorized access to your Account or any unauthorized Transaction or Instruction; and, if within your control, cause such unauthorized access to cease;
- (f) not send, distribute or upload, in any way, data or materials that contain malfunctions, malware, viruses or other such deficiency or harmful components that may impair or damage the operation of Exchange, App, Account and/or Site; and
- (g) obtain and install all applicable hardware, software, updates, patches that are necessary for your use of the Site or the App.

- 11.2 If we receive a complaint relating to your use of the Exchange Services, this Site or your Account, we may, in our sole discretion, and without notice or liability to you, investigate the complaint and take any action permitted by Applicable Law. Nothing we do (or fail to do) in response to your conduct waives or limits any rights or remedies that we have.

## **12. DATA PROTECTION**

- 12.1 You agree that Crypto.com or other parties assisting us in the provision of the Exchange Services, may collect, use, process, transfer, disclose to subcontractors or to third party service providers or agents and store materials, data, information and content relating to you and/or your business or your affiliates, shareholders, officers, employee and agents, including Personal Data (Data) for the purposes of any of: (i) providing the Exchange Services; (ii) internal, administrative, contractual, regulatory or compliance purposes and/or to maintain our administrative or client relationship management systems, including the use of IT outsource providers; (iii) security, quality and risk management reviews; and (iv) in accordance with any legal or regulatory body or a professional body of which we are a member. You also agree that the Data may be transferred, disclosed, stored, processed and maintained by us electronically on servers, or in hard copy or original format in a number of different jurisdictions. As certain jurisdictions have strict laws around exporting restricted classes of data, you agree to advise us in writing immediately if any Data that may be disclosed to, or accessed by us or a subcontractor in performing the Platform Services is subject to export control restrictions under Applicable Law. You will not provide us with personal data unless the personal data is required for the performance of the Exchange Services.
- 12.1 Subject to Applicable Law, we reserve the right at any time to satisfy our internal requirement as to your Personal Data (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or anti-money laundering and counter-terrorist financing purposes.
- 12.2 In respect of any personal data shared with us, you confirm you have the necessary authority for us to use and transfer it in accordance with these Terms, and that data subjects have been given necessary information regarding its use. You will comply with applicable data protection legislation in relation to any personal data shared with us in connection with these Terms.
- 12.3 Use of Personal Data is governed by the [Privacy Policy](#).

## **13. ELECTRONIC INSTRUCTIONS**

- 13.1 You shall accept full responsibility for the security and authenticity of all Instructions sent via the Exchange Services and from your Account and you shall be bound by all such Instructions. We shall be entitled to assume that all Instructions received from your Account via the Exchange Services are yours. We shall be under no obligation whatsoever to verify that such Instructions are in fact yours.
- 13.1 You are aware that Instructions and information transmitted via the Exchange Services are generally transmitted via the Internet and may be routed via public, transnational installations that are not specifically protected. We cannot guarantee that the Instructions and information so transmitted will in fact be completely protected against such unauthorized access, and you accept these associated risks. We will not be responsible for any damage or loss that you may

incur as a result of electronic transmission of confidential or sensitive information that is sent from you to us or that is sent by us or a Third Party to you.

- 13.2 Any Instructions sent by you to us shall only be deemed to be received by us when we have successfully retrieved such Instructions from the relevant system and duly informed you of such receipt. In addition, any Instructions sent by you to any third parties (for example, network merchants) shall only be deemed to have been received by such third parties in accordance with their terms and conditions.
- 13.3 You acknowledge and accept the risks of giving Instructions by the Agreed Communication Method, including the risk of any Instructions being unauthorised or given by an unauthorised person, the risk that we may process Instructions twice if you send the same Instructions to us in different forms and the risk that any information sent by electronic means cannot be guaranteed to be secure or free from virus or delay.
- 13.4 You agree without prejudice to any of these Terms, that, to the extent there are any terms in your local jurisdiction governing the time and place of dispatch and receipt of electronic communication, to the maximum extent permitted under Applicable Law, such terms shall not apply to your use of the Exchange Services and you shall be liable for any damage that may be caused through the use of the Internet – i.e., through loss, delay, misunderstandings, corrupted texts, unauthorized interceptions by third parties or duplicates.
- 13.5 We use our reasonable endeavours to execute the Instructions, but we do not guarantee that the Instructions will be wholly or partially executed, or will be executed by a certain time, or will be executed accurately. Partially exercised Instructions may not be cancelled or reversed on the basis that the Instructions have not been wholly exercised. We are not responsible for any delays due to a Force Majeure Event, a Network Event, market factors, our own verification or authorisation processes or any other reason whatsoever, nor for executing an Order before processing any cancellation or amendment that you may send to us.
- 13.6 You acknowledge and agree that in the event of any dispute arising in connection with your use of the Exchange Services, our records (including electronic, computer and microfilm stored records) of all matters relating to your use of the Exchange Services and/or of you (including Transaction History) at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever. In addition, you agree to the admissibility of such documents without further requirement of proof of authenticity or accuracy in a court of law under applicable evidentiary law, rules and/or regulations.

#### **14. LIMITATION OF SERVICES / TERMINATION / ACCOUNT CLOSURE**

- 14.1 Crypto.com may at any time and without liability to you, terminate, suspend or limit your use of the Exchange Services (including freezing the Digital Assets in your account, freezing or closing your Wallet, refusing to process any Transaction, or wholly or partially reversing, cancelling or voiding any Transactions that have been effected) for any reason, including: (a) in the event of any breach by you of these Terms or applicable Annex and all other applicable terms; (b) for the purposes of complying with Applicable Laws; (c) where Crypto.com suspects 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 Crypto.com relies 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

Crypto.com's absolute opinion that an Order or Transaction has been executed based on an aberrant or erroneous value. We reserve the right to withdraw or suspend your right to use the Exchange Services at any time without prior notice to or any consent from you and without assigning any reason for that action. Your obligations under these Terms will continue in the event of such suspension or termination described in this Clause 14.1.

- 14.1 You shall not be entitled to any payment, compensation or damages from us in relation to any suspension, reversal or termination of your use of the Exchange Services or your Account for any reason whatsoever. Any limitation, suspension or termination of your use of the Exchange Services for any reason whatsoever shall not release you from any liability or responsibility on your part, which at the time of such limitation, suspension or termination, has already accrued.
- 14.2 Unless expressly stated otherwise in the Agreement, we may exercise a right or remedy, give or refuse our consent or approval, and/or make any other determination or decision, in connection with the Agreement in any way we consider appropriate in our absolute discretion, including by imposing conditions. We need not provide reasons for any decision we make. Except for a waiver or variation in accordance with this Agreement, nothing we do suspends, varies or prevents us from exercising our rights under the Agreement. If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 14.3 Our rights of limitation, suspension and termination under these Terms shall be without prejudice to any other rights or remedies which we may have (whether under these Terms, Applicable Law or otherwise). In any event, all provisions in the Agreement in connection with payments, clawbacks, indemnities, limitation of liability, disclosure of information, set-off, asset conversion, and Tax survive termination of the Agreement.
- 14.4 If you wish to suspend or terminate your access to and use of any of the Exchange Services or close your Account, you are required to submit a request to Crypto.com in such manner and form and accompanied by such information and supporting documentation as may be required by us to request for and effect such suspension or termination. You acknowledge and agree that you will be subject to such terms and conditions as we may consider applicable to such suspension or termination, at our sole discretion.
- 14.5 If, at the time of the submission of your Account closure request, your Account has any outstanding or ongoing obligations, commitments or activities, including but not limited to any fixed term loan, deposits or Staking or any amount due to Crypto.com, you agree that Crypto.com shall not be obliged to process such closure request until all such obligations, activities or commitments have been discharged or expired, or as otherwise required by Law.
- 14.6 If you have a remaining balance in your Account that has been suspended or closed, you are entitled to recover such Digital Assets from your Wallet and fiat currency unless we are prohibited by law or a court order to release such Digital Assets or fiat, respectively, or where we have reasonable grounds to suspect that such Digital Assets or fiat were obtained through fraud or any unlawful means or connected with any criminal activities. If you have any questions about this Clause, please contact us at [contact@crypto.com](mailto:contact@crypto.com).
- 14.7 To secure the due and punctual fulfillment and payment of all of your obligations to Crypto.com hereunder and/or under other agreements between you and Crypto.com and all other monies from time to time owing by you to Crypto.com, you hereby assign, convey, transfer, set over, grant a continuing security interest in, and pledge, to and in favor of Crypto.com and its successors and assigns, your interests in the assets held in your Crypto

Asset Wallets (the “**Security**”). We may at any time and without notice to you: (i) set off any amount we owe you against any amount that you owe us; or (ii) recover any amount you owe us (in either case, whether or not the obligation is matured or contingent and irrespective of the currency, asset or place of payment). These rights are in addition to other rights we may have to take, transfer, or charge from any assets or balance in your Wallets for obligations you owe to Crypto.com.

## **15. CUSTOMER FEEDBACK, QUERIES AND COMPLAINTS**

- 15.1 If you have any feedback, questions or complaints, please contact us via email at [contact@crypto.com](mailto:contact@crypto.com) or through our live chat available on the Exchange Services. While we strive to respond to you as soon as possible, you accept and agree that we are not required to respond to you unless otherwise required by Applicable Law. For more complicated issues, it may take us up to 45 days or longer 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.

## **16. LIMITATION OF LIABILITY AND DISCLAIMERS**

- 16.1 THE SITE, EXCHANGE SERVICES AND THE PRODUCTS AND 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 APPLICABLE LAW, WE DISCLAIM ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU, YOUR AFFILIATES OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING TITLE, PERFORMANCE, NON-INFRINGEMENT, TIMELINESS, QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE, AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE) OF THE SITE, THE EXCHANGE SERVICE AND THE PRODUCTS AND SERVICES, INCLUDING THOSE THAT ARE INCIDENTAL TO THE EXCHANGE SERVICES PROVIDED UNDER THESE TERMS. ADDITIONALLY, CRYPTO.COM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE, 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.

- 16.2 NOTWITHSTANDING ANYTHING IN THESE TERMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, ANY EMPLOYEE, DIRECTOR, SHAREHOLDER, OFFICER, AGENT, REPRESENTATIVE OR AFFILIATES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OR CLAIMS IN CONNECTION WITH:

- (iii) THE GENERAL RISKS OF INVESTING OR ENTERING INTO ANY ORDER OR USING THE EXCHANGE;

- (iv) THE PROVISION OR UNAVAILABILITY OF ANY DIGITAL ASSET, ACCOUNT, THE EXCHANGE SERVICES, THE SITE OR THE APP;
- (v) INVESTING OR HOLDING ASSETS IN A PARTICULAR JURISDICTION (INCLUDING LOSSES ARISING FROM NATIONALISATION, EXPROPRIATION OR OTHER GOVERNMENTAL ACTION, FINANCIAL SERVICES REGULATIONS, CURRENCY OR ASSET RESTRICTIONS, DEVALUATIONS OR FLUCTUATIONS, AND MARKET CONDITIONS AFFECTING THE ORDERLY EXECUTION OF TRANSACTIONS OR AFFECTING THE VALUE OF ASSETS);
- (vi) THE COLLECTION, DEPOSIT OR CREDIT OF INVALID, FRAUDULENT OR FORGED DIGITAL ASSETS TRANSFERS;
- (vii) EFFECTING DELIVERY OR PAYMENT AGAINST AN EXPECTATION OF RECEIPT, SAVE WHERE SUCH DELIVERY OR PAYMENT IS CONTRARY TO LOCAL MARKET PRACTICE;
- (viii) AN INSTRUCTION TO DELIVER DIGITAL ASSETS TO AN EXCHANGE, BROKER, CUSTODIAN OR OTHER THIRD PARTY, EVEN IF WE MIGHT HAVE INFORMATION TENDING TO SHOW THAT THIS COURSE OF ACTION, OR THE CHOICE OF A PARTICULAR EXCHANGE, BROKER, CUSTODIAN OR OTHER THIRD PARTY FOR A TRANSACTION, IS UNWISE;
- (ix) ANY INFORMATION THAT WE PROVIDE ON DIGITAL ASSETS, MARKET TRENDS OR OTHERWISE, EVEN IF SUCH INFORMATION IS PROVIDED AT YOUR REQUEST;
- (x) SUBJECT TO CLAUSE 2.8, ANY ACT OR OMISSION OF ANY EXCHANGE, BROKER, CUSTODIAN OR ANY OTHER THIRD PARTY, WHETHER OR NOT APPOINTED BY US. WE ARE NOT OBLIGED TO REQUEST SUCH EXCHANGE, BROKER, CUSTODIAN OR ANY THIRD PARTY TO COMPLY WITH ITS OBLIGATIONS;
- (xi) THE EXERCISE OR ATTEMPTED EXERCISE OF, FAILURE TO EXERCISE, OR DELAY IN EXERCISING, A RIGHT OR REMEDY OR A DELAY OR ERROR IN MAKING PAYMENTS OR DELIVERIES UNDER THE AGREEMENT;
- (xii) YOU OR AN AUTHORISED PERSON'S INSTRUCTIONS, ANY UNAUTHORISED INSTRUCTIONS OR OUR REFUSAL TO ACT ON ANY INSTRUCTION;
- (xiii) 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 NETWORK EVENTS AND FORCE MAJEURE EVENTS);
- (xiv) AN EVENT OF DEFAULT;
- (xv) TERMINATION OF ANY OF THE AGREEMENT(S);
- (xvi) ANY RETURN OR PURPORTED RETURN OF DIGITAL ASSETS;
- (xvii) ARISING FROM OR IN CONNECTION WITH:
  - (A) ANY INTERRUPTION, DELAY, SUSPENSION, DISCONTINUANCE OR FAILURE OF EXCHANGE SERVICES;

- (B) ANY REFUSAL TO PROCESS OR AUTHORIZE, 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, OR ACCESS TO YOUR ACCOUNT OR THE EXCHANGE SERVICES, BY THIRD PARTIES, WHETHER AUTHORIZED OR UNAUTHORIZED BY YOU;
  - (E) ANY THEFT OR LOSS OF YOUR ENABLED DEVICE;
  - (F) ANY UNAUTHORIZED, INELIGIBLE OR FRAUDULENT USE OF THE EXCHANGE SERVICES CONTRARY TO THESE TERMS;
- (xviii) DUE TO COMPLIANCE WITH APPLICABLE LAW AND/OR COURT ORDERS;
- (xix) RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES, YOUR ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN.
- (xx) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND WITHOUT PREJUDICING THE FOREGOING, IN NO EVENT SHALL CRYPTO.COM AND CRYPTO.COM GROUP MEMBER , THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESS OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, AN ANNEX, OR THE SERVICES FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING ANY DAMAGES ARISING FROM THE LOSS OF DATA, PROFIT, REVENUE, INCOME, BUSINESS OPPORTUNITY, GOODWILL, OR OTHER INTANGIBLE LOSS OR ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE SERVICES OR THE COST OF PROCURING SUBSTITUTE SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR ANY OTHER MATTER RELATING TO THE INTELLECTUAL PROPERTY OR SERVICES, EVEN IF THE COMPANY OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY USING THE SERVICES, YOU EXPRESSLY AGREE TO DISCLAIM ANY CAUSES OF ACTION OR OTHER LEGAL RIGHT TO SEEK SUCH DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER WE OR ANY EMPLOYEE, DIRECTOR, SHAREHOLDER, OFFICER, AGENT OR REPRESENTATIVE OF THE COMPANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF CRYPTO.COM OR CRYPTO.COM GROUP MEMBER'S, GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.



- 16.2 IN NO EVENT SHALL THE LIABILITY OF CRYPTO.COM OR CRYPTO.COM GROUP MEMBER , AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF OR IN CONNECTION THE SERVICES PROVIDED HEREUNDER, ANY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF CRYPTO.COM, CRYPTO.COM GROUP MEMBER, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY, EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO CRYPTO.COM UNDER THE AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.
- 16.3 WITHOUT LIMITING CLAUSE 16.2, 16.3 AND 16.4, 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 SIX MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY OR \$1,000, WHICHEVER IS LOWER. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.
- 16.4 We shall not be liable for costs, damages and expenses, including reasonable attorneys' fees, caused by, or in connection with any fault on the part of any third party service providers instructed by us. All claims in connection with the act of any third-party service provider should be brought solely and directly against such party and/or its agents. 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).
- 16.5 Nothing in these Terms shall operate to limit or exclude any liability for fraud, gross negligence or willful default.
- 16.6 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 EXCHANGE SERVICES CANNOT AND MAY NOT AFFECT ANY OTHER USERS.
- 16.7 This clause 16 shall survive termination of these Terms.

## **17. INDEMNIFICATION**

- 17.1 You agree to indemnify and hold Crypto.com and its third-party service providers, and each of their respective officers, directors, agents, joint venture entities, employees and representatives (each an "Indemnified Person"), 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) the Agreement; (b) your breach of any of these Terms; (c) your use of the Exchange Services and/or App; and (d) your violation of any Applicable Laws or regulations of any jurisdiction, or the rights of any third party.
- 17.1 You shall indemnify and keep indemnified the Company, acting for itself and as trustee for each Indemnified Person, from and against any and all liabilities, actions, suits, proceedings,

claims, demands, costs, damages and expenses, including reasonable attorneys' fees, (each a Loss) which may be incurred by or asserted against the Company or any Indemnified Person in connection with the performance of any of the Company's obligation under these Terms with respect to you, or any act, error, or omission of your use of your Account or any user of your Account, in connection with the Exchange Services, including matters related to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Exchange Services, or violation of any Applicable Law, and any of the following circumstances:

- (a) the provision of the Exchange or entry into an Order in circumstances where we are not in breach of the Agreement;
- (b) an Event of Default occurs in relation to you;
- (c) searches and enquiries made in connection with you (including checking for insolvency);
- (d) Instructions given to us by you or an Authorised Person, or a person purporting to be you or an Authorised Person provided that we act in good faith when effecting the Instructions, save where we have actual knowledge of any fraud or forgery;
- (e) us acting on, delaying or refusing to act on Instructions from you or an Authorised Person or taking action against you or an Authorised Person;
- (f) the settlement or attempted settlement of any Executed Order or any failure to settle any such Executed Order, in circumstances where we are not in breach of the Agreement;
- (g) any service provided by a third party nominated by you;
- (h) any Tax payable by the indemnified party on, or calculated by reference to, any Order or any amount paid or payable by or to you under the Agreement (excluding any Tax payable by the indemnified party by reference to its net income);
- (i) any action taken by a third party to gain control of any Digital Asset contemplated by the Agreement;
- (j) any person exercising, or not exercising, rights under the Agreement (including enforcement action and debt collection Costs, such as valuation fees and auctioneer's charges); or
- (k) the costs of the indemnified party in defending itself successfully against any claims of fraud, negligence or wilful default,

in each case except to the extent the Loss is a direct result of the indemnified party's own gross negligence, fraud or wilful misconduct.

- 17.2 If a judgement, order or proof of debt for or the recovery of an amount in connection with the Agreement is expressed in a Digital Asset other than that in which the amount is due under the Agreement, then you agree to indemnify us on demand against (a) any difference arising from converting the Digital Asset, if the rate of exchange we would otherwise use under the

Agreement when we receive a payment in the Digital Asset is less favourable to us than the rate of exchange used for the purpose of the judgement, order or acceptance of proof of debt; and (b) the costs of conversion.

- 17.3 Nothing in these Terms shall exclude or restrict any duty or liability to you which the Company may have under Applicable Law or require you to indemnify any Indemnified Person for any Loss that is held by an arbitrator or court of competent jurisdiction to be due to the gross negligence, willful default, or fraud of the person seeking to rely on this indemnity.
- 17.4 This Clause 17 shall continue in full force and effect in relation to Instructions received before we give notice to you that we will not accept further Instructions, and shall survive termination of these Terms.

## **18. AMENDMENT AND VARIATION**

- 18.1 These Terms may be updated or amended from time to time. We will post any such updates on the App or Site. Such updated Terms as posted will take effect immediately unless otherwise indicated. You agree to regularly check the App and the 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 Exchange Services without prior notice. By continuing to use the Exchange 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 Exchange Services. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using the Exchange Services immediately.

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

- 19.1 These Terms, and any rights and obligations and licenses 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 Exchange Services. Any attempted transfer or assignment in violation hereof shall be null and void. Notwithstanding Crypto.com reserves the right to assign and/or delegate this Agreement and the Exchange Services upon notice to you in its sole discretion.

## **20. SEVERABILITY**

- 20.1 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.

## **21. ENTIRE AGREEMENT / TRANSLATION / ORDER OF PRECEDENCE**

- 21.1 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.

- 21.2 Notwithstanding anything to the contrary herein or therein, in the event of any conflict or inconsistency between these Terms and any prior or earlier dated version thereof, these Terms shall supersede and control in all events. For avoidance of doubt, by accepting these Terms, you agree that these Terms shall apply to all matters pertaining to your use of the Services, whether occurring or arising prior to, on, or after the date hereof.
- 21.3 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.

## **22. Hardware, Trading Tools and other materials**

- (a) You are solely responsible for installing, maintaining and updating any applicable hardware and Trading Tools for using your Account and the Exchange.
- (b) You are required to comply with all systemic requirements imposed in relation to your Account and the Exchange, including installing, maintaining and updating any applicable security procedures.
- (c) You may utilise various Trading Tools (including but not limited to proprietary automated trading tools to execute trades by filling in and updating trading parameters decided by You.
- (d) You acknowledge the risks of using such Trading Tools and that its use constitutes an authorised Instruction by You. You understand that Trading Tools execute your instructions only and that the operation of any such Trading Tools are determined by parameters set by you.
- (e) While we will use best efforts to make the Trading Tools available at all times, you understand and acknowledge that its availability and accuracy may be affected by factors outside our reasonable control.
- (f) We retain the discretion to update, modify, cancel and/or otherwise terminate your access to any Trading Tools and its functionalities from time to time to enhance customer experience. You understand that we are not responsible for any downtime resulting from these actions.

## **23. WAIVER**

- 23.1 These Terms shall not be waived in whole or in part except where agreed by all parties in writing.
- 23.2 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 of these Terms and no right, power or remedy

conferred upon or reserved for any party to 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.

## **24. NOTICES AND COMMUNICATIONS**

24.1 By using the Exchange Services, and in accordance with the E-Sign Disclosure and Consent Policy in Annex IV, you agree that we may provide you with any notices or other communications, including marketing materials, relating to your use of the Exchange 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) subject to Applicable Law, or (b) by posting to the Site or App. 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.

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

## **25. THIRD PARTY SERVICES**

25.1 The Company may display, include or make available third-party content (including data, information, applications and other products or services) or provide links to third-party websites or services (**Third-Party Services**). By accessing the App, Site, Exchange Materials, and Exchange Services, you acknowledge and agree that the Company shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof.

25.2 The Company does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

25.3 Third-Party Services and links are provided solely as a convenience. Any access of such services by you is entirely at your own risk and subject to such third parties' terms and conditions. The Company nor the Third-Party Services providers explicitly or implicitly endorse or approve any Third-Party Service

25.4 While every effort has been made to ensure that the material contained on the Site and the App is accurate, Crypto.com will not under any circumstances be liable to you or any other person in any way for any Loss or damages in respect of the use of, inability to use, or reliance on, the content contained on the Site and the App, including Third Party Services.

## **26. RELATIONSHIP WITH YOU**

26.1 No joint venture, partnership, employment or agency relationship exists between us and you as a result of the Agreement or your use of the Exchange Services.

26.2 The Agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

- (a) an Indemnified Person (as defined in Clause 17.1) may enforce its rights or benefits in the Agreement, including any indemnity, limitation or exclusion of liability; and
- (b) a person who is a permitted successor or assignee of our rights or benefits of the Agreement may enforce those rights or benefits.

No consent from the persons referred to in this Clause 26.1 is required for the parties to vary or rescind the Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of those third parties).

## **27. DISPUTE RESOLUTION; BINDING ARBITRATION**

- 27.1 Please read the following Clause carefully because it requires you to arbitrate certain disputes and claims with Crypto.com and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration agreement. In addition, arbitration precludes you from suing in court or having a jury trial.
- 27.2 **No Representative Actions.** You and Crypto.com agree that any dispute arising out of or related to these Terms or our Services is personal to you and Crypto.com and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.
- 27.3 **Arbitration of Disputes.** Except for small claims disputes in which you or Crypto.com seeks to bring an individual action in small claims court located in the county of your residence, as determined by the records maintained by Crypto.com for your account, or disputes in which you or Crypto.com seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, **you and Crypto.com waive your rights to a jury trial and to have any dispute resolved in court.** These Terms to arbitrate disputes include, but is not limited to, any and all claims for relief and theories of liability between you and Crypto.com, whether based in contract, tort, fraud, negligence, regulation, or ordinance; claims for relief under any state or federal statutes, including, but not limited to, the federal and any state analogs of the Telephone Consumer Protection Act, the Fair Credit reporting Act, Fair and Accurate Credit Transactions Act, and other statutes, including state and federal statutes relating to the collection of personal and/or biometric data; claims for common law fraud, misrepresentation, or any other legal or equitable theory arising out of your relationship with Crypto.com, and/or any interactions between you and Crypto.com. If there is a final judicial determination that applicable law precludes enforcement of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.
- 27.4 **Notice Requirement.** For any dispute or claim that you have against Crypto.com or relating in any way to the Services, you may either proceed directly to arbitration, or you may first contact Crypto.com and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to Foris Dax, Inc. by email at [contact@crypto.com](mailto:contact@crypto.com) or by certified mail addressed to 110 N. College Ave., Suite 500, Tyler, TX 75702. If you elect to pursue pre-arbitration resolution through the Notice option, the Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Crypto.com shall also have the option, but not the requirement, to pursue informal pre-arbitration resolution with you through the Notice process set forth herein. Our notice to you, as and if applicable, will be similar in form to that described above. If you and Crypto.com cannot reach an agreement to resolve the claim through the Notice process, or if you or Crypto.com decide to immediately proceed to arbitration without pursuing pre-arbitration resolution through the Notice process, then

either party may submit the dispute to binding arbitration administered by the American Arbitration Association (“AAA”), or, under the limited circumstances set forth above, in court. All disputes submitted to AAA will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will either be held in Miami-Dade County, Florida, or may be conducted telephonically or via video conference, if you agree. For disputes alleging damages less than \$30,000, the dispute will be decided on the basis of the parties’ written submissions and no final hearing or in person proceedings will be required absent the consent of both parties. With respect to the disputes of \$30,000 or more, AAA shall designate an arbitrator who maintains his or her primary residence in the State of Florida. The most recent version of the AAA Rules are available on the AAA website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the AAA Rules or waive your opportunity to read the AAA Rules and waive any claim that the AAA Rules are unfair or should not apply for any reason.

- 27.5 You and Crypto.com agree that these Terms affect interstate commerce and that the enforceability of this Clause 27 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the “FAA”), to the maximum extent permitted by applicable law. You and Crypto.com clearly and unmistakably agree that the arbitrator shall have the power to rule on his or her own jurisdiction, and the existence, scope, validity, and arbitrability of these Terms. This delegation provision shall be deemed a contract entered into under the laws of the State of Florida and will be governed by the laws of the State of Florida together with the Federal Arbitration Act.
- 27.6 The arbitrator, Crypto.com, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.
- 27.7 You and Crypto.com agree that for any arbitration you initiate, you will pay the filing fee and Crypto.com will pay the remaining AAA fees and costs. For any arbitration initiated by Crypto.com, Crypto.com will pay all AAA fees and costs. You and Crypto.com agree that the state or federal courts of the State of Florida and the United States sitting in Dade County, Florida have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.
- 27.8 You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Clause 27 by sending a written opt-out notice via certified mail to 110 N. College Ave., Suite 500, Tyler, TX 75702. To be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Clause 28.



- 27.9 If any portion of this Clause 27 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Clause 27 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Clause 27; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Clause 27 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Clause 27 will be enforceable.

## **28. GOVERNING LAW AND VENUE**

- 28.1 Any dispute arising from these Terms, an Annex, or your use of the Services or Site will be governed by and construed and enforced in accordance with the laws of the state of Florida except to the extent pre-empted by U.S. federal law, without regard to conflict of law rules or principles (whether of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts sitting in Miami-Dade County, Florida.

## Annex I: Risk Disclosure Statement

### IMPORTANT

Trading in Digital Asset and using the Exchange involve risks, some of which are set out below. These risks, and additional risks arising either now or in the future, could result in the loss, failure or destruction of your assets, inability to receive any benefits available to you, other losses and termination of the Exchange.

You must consider carefully whether the risks set out below, as well as all other applicable risks, are acceptable to you prior to any Order.

You must seek professional advice regarding your particular situation *before* trading in Digital Asset or using the Exchange. You must also check the latest terms applicable as they may change from time to time.

THE RISK OF LOSS IN TRANSACTIONS INVOLVING DIGITAL ASSETS CAN BE SUBSTANTIAL. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRANSACTIONS ARE SUITABLE FOR YOU IN LIGHT OF YOUR INVESTMENT OBJECTIVES, FINANCIAL CIRCUMSTANCES, YOUR TOLERANCE TO RISKS AND YOUR INVESTMENT EXPERIENCE. YOU SHOULD BE CAPABLE OF BEARING A FULL LOSS OF THE AMOUNTS INVESTED AS A RESULT OF OR IN CONNECTION WITH ANY ORDER AND ANY ADDITIONAL LOSS OVER AND ABOVE THE INITIAL AMOUNTS INVESTED THAT MAY BECOME DUE AND OWING BY YOU. IN CONSIDERING WHETHER TO TRADE OR INVEST, YOU SHOULD INFORM YOURSELF AND BE AWARE OF THE RISKS GENERALLY, AND IN PARTICULAR SHOULD NOTE THE FOLLOWING SPECIFIC RISK FACTORS WHICH MAY APPLY TO ANY GIVEN ORDER.

## 1 Transaction and Exchange risks

### 1.1 Risks of Digital Asset trading

The prices of Digital Assets fluctuate, sometimes dramatically. The price of a Digital Asset may move up or down, and may become valueless.

It is as likely that losses will be incurred rather than profit made as a result of buying and selling Digital Assets.

### 1.2 Nature of Digital Assets

The Digital Assets are not legal tender. They may not be backed by physical assets, and are not backed or guaranteed by a government. They may not have intrinsic value. Some of the Digital Assets may not circulate freely or widely, and may not be listed on any secondary markets.

Digital Assets are generally a high-risk asset class. You should exercise caution in relation to the trading of Digital Assets, and Digital Assets themselves.

Transactions involving Digital Assets are irrevocable. Lost or stolen Digital Assets may be irretrievable. Once a transaction has been verified and recorded on a blockchain, loss or stolen Digital Assets generally will not be reversible. **Reliance on distributed ledger technology**

Digital Assets rely on various types of distributed ledger technology. Some of this technology is open source software that is built upon experimental technology, namely blockchain. Risks arising from this reliance include the existence of technical flaws in the technology, targeting by malicious persons, majority-mining, consensus-based or other mining attacks, changes in the consensus protocol or algorithms, decreased community or miner support, rapid fluctuations in value of relevant Digital Assets, the existence or development of competing networks, platforms and assets, flaws in the scripting language, disputes between developers, miners and/or users and regulatory action.

**1.3 Digital Assets may be complex products**

Digital Assets may be complex products by virtue that the terms, features and/or risk are not readily understood due to the complex structure, novelty and reliance on technological features.

**1.4 Volatility of Digital Assets**

The value of the Digital Assets may fluctuate significantly over a short period of time. The volatile and unpredictable fluctuations in price may result in significant losses over a short period of time.

Any Digital Asset may decrease in value or lose all of its value due to various factors including discovery of wrongful conduct, market manipulation, change to the nature or properties of the Digital Asset, governmental or regulatory activity, legislative changes, suspension or cessation of support for a Digital Assets or other exchanges or service providers, public opinion, or other factors outside of our control. Technical advancements, as well as broader economic and political factors, may cause the value of Digital Assets to change significantly over a short period of time.

**1.5 Market, liquidity and conversion risk**

Where an Order is denominated in particular Digital Assets other than your primary reference asset, or where you convert Assets following the Execution of an Order, there is a risk that if the exchange markets move against you, then upon maturity or any earlier dealing the net proceeds may be significantly less than the initial amount in your primary reference asset, and any income or gains may be entirely negated.

The value of a particular Digital Asset may decline, or be completely and permanent lost, should the market for that Digital Asset disappear. There is no assurance that a market for a particular Digital Asset will continue to do so in the future. This is because the value of an Asset may be derived, among other

things, from the continued willingness of market participants to exchange that Digital Asset.

There is the possibility for you to experience losses due to the inability to sell or convert assets into a preferred alternative asset immediately or in instances where conversion is possible but at a loss. Such liquidity risk in an asset may be caused by the absence of buyers, limited buy/sell activity or underdeveloped secondary markets.

There is no assurance that a person who accepts a Digital Asset as payment will continue to do in the future.

You may also suffer loss as a result of depreciation of the value of the Digital Asset paid as a result of controls imposed by a Government Agency.

Repayment or payment of amounts due to you may be delayed or prevented by exchange controls or other actions imposed by governmental or regulatory bodies over Digital Asset that they control or regulate.

#### **1.6 Not a deposit**

Without limiting clause 4.2(d), any Eligible Digital Assets held by us are not held as “deposits”, nor are they intended to be held as any other regulated product or service under Applicable Law.

#### **1.7 Risks associated with statutory protection schemes**

You should be aware that in comparison to other assets, including fiat currencies and trading:

- (a) any Order in respect of Digital Assets may not subject to a right to claim under any investor compensation fund established by any Government Agency; and
- (b) any Digital Assets held in an Account may not be protected deposits, and may not be protected by any deposit protection scheme in any jurisdiction.

This means that Digital Assets may have a reduced level or type of protection compared to fiat currencies, as well as other products and asset classes.

#### **1.8 Commissions and Fees**

- (a) Before conducting any Order, you should obtain details of all commissions, Fees and Costs for which you will be liable.
- (b) If any of the Fees and Costs are not clear to you, you should request the fee and Costs that will be applicable in specific monetary terms before entering into an Order.

**1.9 Risks of assets subject to other overseas laws**

Digital Assets received or held by us may be subject to other applicable laws and regulations of the relevant overseas jurisdictions.

**1.10 Risks relating to Authorized Persons**

There are substantial risks in allowing another person to trade or operate your Account or any other account you have with us, and it is possible that Instructions could be given by persons who are not properly authorized. You accept all of the risks of such an operation and irrevocably release us from all liabilities arising out of or in connection with such Instructions.

**1.11 Suspension of the Exchange and Network Events**

It may be difficult or impossible to liquidate a position in the Digital Assets under certain circumstances. Certain Network Events may occur rapidly and affect the ability to conduct transactions on the Exchange. Information relating to these Network Events may be difficult to ascertain ahead of time and may be subject to limited oversight by any third-party who is capable of intervening to stabilize the network.

**2 Cybersecurity and technology-related risks**

**2.1 Loss of private key is permanent and irreversible**

You alone are responsible for securing your private key in respect of any address in your control.

Losing control of your private key will permanently and irreversibly deny you access to your Digital Assets. Neither we nor any other person will be able to retrieve or protect your Digital Asset. Once lost, you will not be able to transfer your Digital Asset to any other address or wallet. You will not be able to realize any value or utility that the Digital Asset may hold now or in future.

**2.2 Transactions irreversible**

The nature of Digital Asset transfers is that they are irreversible. This means accidental or fraudulent transactions in respect of Digital Assets may not be recoverable.

**2.3 Forks and attacks**

Digital Assets may be subject to forks or attacks on the security, integrity or operation of the networks, including Network Events. Such events may affect the features, functions, operation, use or other properties of any Digital Asset, network or platform.

The events may also severely impact the price or value of any Digital Assets, or even result in the shutdown of the network or platform associated with the Digital Asset. Such events may be beyond the control of Crypto.com, or to the extent Crypto.com has any ability to impact such event, Crypto.com's decision or actions may not be in your interests.

## **2.4 Cyber-attacks and fraudulent activity**

The technologic reliance of the Exchange on the Internet exposes you to an increased risk of fraud or cyber-attack. Digital Assets, an Account, a Wallet, a service, an Agreed Communication Method or a Trading Tool may be targeted by malicious persons who may attempt to steal Digital Assets, or otherwise intervene in the Order or any of the Exchange.

This includes (but is not limited to) interventions by way of:

- (a) distributed denial of service;
- (b) sybil attacks;
- (c) phishing;
- (d) social engineering;
- (e) hacking;
- (f) smurfing;
- (g) malware;
- (h) double spending;
- (i) majority-mining, consensus-based or other mining attacks;
- (j) misinformation campaigns;
- (k) Forks; and
- (l) spoofing.

Digital Assets, Accounts, Wallets, Agreed Communication Methods, Trading Tools or the Exchange may also be vulnerable to exploitation of vulnerabilities in smart contracts and other code, as well as to human error.

A limited amount of your Digital Assets may be stored in hot wallets (ie online environments which provide an interface with the internet), which can be prone to hacking or cyber-attacks. Cyber-attacks resulting in the hacking of virtual asset trading platforms and thefts of virtual assets are common. Victims may have difficulty recovering losses from hackers or trading platforms. This could result in significant loss and/or other impacts that may materially affect your interests.

The above events may affect the features, functions, operation, use, access or other properties of the Digital Assets, your Account, your Wallet, an Agreed Communication Method or the Exchange.

## **2.5 Targeting by malicious persons**

Malicious entities may target you in an attempt to steal any asset that you may hold, or to claim any asset that you may have purchased. This may involve unauthorized access to your Account, your private keys, your addresses, your passwords, your email or social media accounts, your log-in details or access method for the Account, as well as unauthorized access to your computer, smartphone and any other devices that you may use.

You alone are responsible for protecting yourself against such actions.

## **2.6 Cryptographic advancements**

Developments in cryptographic technologies and techniques, including (but not limited to) the advancement of artificial intelligence and/or quantum computing, pose security risks to all cryptography-based systems including the Digital Assets, the Account, the Wallet, Agreed Communication Methods or the Exchange.

Applying these technologies and techniques to the Digital Assets, an Account, a Wallet, Agreed Communication Method or the Exchange may result in theft, loss, disappearance, destruction, devaluation or other compromises of the Digital Assets, an Account, a Wallet, Agreed Communications Methods, the Exchange or your data (as applicable).

## **2.7 Reliance on the internet and other technologies**

Digital Assets and the Exchange rely heavily on the internet and other technologies (including the Agreed Communication Methods). However, the public nature of the internet means that either parts of the internet or the entire internet may be unreliable or unavailable at any given time. Further, interruption, delay, corruption or loss of data, the loss of confidentiality in the transmission of data, or the transmission of malware may occur when transmitting data via the internet and/or other technologies. The result of the above may be that your Order is not executed according to your instructions, at the desired time, or not at all.

No authentication, verification or computer security technology is completely secure or safe.

The internet or other electronic media (including without limitation electronic devices, services of third-party telecom service providers such as mobile phones or other handheld trading devices or interactive voice response systems) are an inherently unreliable form of communication, and such unreliability may be beyond Crypto.com's control.

Any information (including any document) transmitted, or communication or transactions made, over the internet or through other electronic media (including electronic devices, services of third party telecommunication service providers such as mobile phones or other handheld trading devices or interactive voice response systems) may be subject to interruption, transmission blackout, delayed transmission due to data volume, internet traffic, market volatility or incorrect data transmission (including incorrect price quotation) or stoppage of price data feed due to the public nature of the internet or other electronic media.

## **2.8 Risks relating to timing**

An Order is binding upon completion of the steps described in these Exchange Terms and Conditions. Following this, the Order will not be reversed unless otherwise provided in this Agreement. There is a risk that the final binding Order does not occur at the same time as Instructions are provided.

You may suffer loss due to the fact that an Order is not carried out at the desired time. In particular, contingent orders, such as “stop-loss” or “stop-limit” orders, may not limit your losses to the intended amounts, since market conditions may make it impossible to execute such Orders.

**2.9 Unauthorized access**

Unauthorized third parties may access your Account and submit Orders without your knowledge or authorization, whether by obtaining control over another device or account used by you, or by other methods.

**2.10 Exchange materials may not be up to date**

Crypto.com is not obliged to provide any adaptations, enhancements and/or modifications to the Exchange Materials. This means, for example in relation to the App, that you may have an out of date version of the App, and new features may not be incorporated to the version of the App you use. It is your responsibility to ensure you update and download applicable updates and versions.

**2.11 Use of jailbroken devices**

The use of the App on a jailbroken device may compromise security and lead to fraudulent transaction. You may suffer loss as well as a termination of this Agreement.

**3 Risks Specific to Staking Services**

**(a) Risks of On-Chain Staking (as defined in Section 1.1.1 of Annex V)**

In addition to the risks described in Annex V—including risks related to Slashing/Jailing (see Section 1.1.4), the activation and unbonding periods (see Section 1.1.2), reliance on third parties such as the Staking Providers and the Custodian (see Sections 1.1.1), the variation of rewards, including the fact that no Validation Rewards may be generated (see Section 1.1.3),—and the other risks relevant to crypto assets as described in the other sections of this Risk Statement, On-Chain Staking may include additional risks.

Such additional risks includes that the value of the Crypto Assets you stake, including the fiat value of any Crypto Assets earned as Validation Rewards, may be significantly different (potentially significantly less) than the value of the Crypto Assets at the time you staked them by the time you are able to withdraw or sell them after the activation period or unbonding period, if any.

Moreover, for certain On-Chain Crypto Assets (defined in Section 1.1.1 of Annex V), the underlying protocols may offer Staking Providers (defined in Section 1.1.1 of Annex V) the ability to vote on matters related to the governance of protocol-level issues. You agree that Staking Providers have no obligation to support any governance or voting in respect of your staked On-Chain Crypto Assets, and further that in certain cases, Staking Providers may vote on your behalf e.g. where Staking Providers or the applicable protocol



does not support delegated voting. Staking protocols rely on smart contracts. These smart contracts may contain bugs or vulnerabilities that could result in the loss of staked Crypto Assets.

### **3.2 Risks of Liquid Staked Tokens (as defined in Section 1.2.1 of Annex V)**

You understand, agree to and accept the following risks associated with electing to exchange your staked On-Chain Crypto Assets for Liquid Staked Tokens:

- a. By sending us an instruction to purchase a Liquid Staked Token, you acknowledge that you will be purchasing an asset that may interact with third-party services, protocols and smart contracts, as well as their related links, content, products, applications or services. We do not control the actions of third-party services, protocols and smart contracts, and they may fail to perform as expected, which could result in a deviation between the value of the Liquid Staked Token relative to the underlying staked assets. This could be due to bugs, security vulnerabilities, technical failures, poor blockchain infrastructure or other reasons. You are responsible for conducting your own due diligence before choosing to use Liquid Staking.
- b. Crypto.com and its Affiliates are not responsible for any change or decrease in the value of the Liquid Staked Tokens.
- c. The price of Liquid Staked Tokens could diverge from the price of the underlying Crypto Asset due to various factors including, but not limited to, market fluctuations, protocol mechanics, demand and supply, investor sentiment, news and events, or other external factors. You bear all risks associated with such fluctuations.
- d. Crypto.com does not guarantee that an instruction to purchase a Liquid Staked Token will result in a successful exchange or sale of staked On-Chain Crypto Assets for Liquid Staked Tokens, and Crypto.com will not backstop or otherwise intervene to guarantee Liquid Staked Token liquidity.
- e. Crypto.com does not guarantee the security or functionality of any third-party protocol, software or technology that could be compatible with Liquid Staked Tokens and is not responsible for any losses of Liquid Staked Tokens due to the failure of third-party protocols, software or technology.
- f. Availability of Liquid Staked Tokens could be impacted by one or more regulatory actions, news or legal developments, which could impede or limit the services we can provide with respect to Liquid Staking.

## **4 General risk statements**

### **4.1 Jurisdiction-related risks**

Residents, Tax residents or persons having a relevant connection with jurisdictions other than Available Jurisdictions are prohibited from using the Exchange and from submitting Orders. Changes in your place of domicile or Applicable Law may result in you violating any legal or regulatory requirements of your applicable jurisdiction.

You are responsible for ensuring that any Order is, and remains lawful despite changes to Applicable Law, your residence and circumstances.

#### **4.2 Product-related risks**

Crypto.com may have issued certain Digital Assets, whereas other Digital Assets are issued by third parties.

In any event, you must read the applicable product terms, product information and risk disclosures carefully before entering into an Order.

No product term or product information has been subject to regulatory approval, unless expressly stated otherwise. You should exercise caution in respect of any such offer.

For any Digital Asset products that have been authorized by a regulator, authorisation does not imply any official recommendation or endorsement of the product by the regulator, nor does it guarantee the commercial merits of a product or its performance.

You should seek independent professional advice before making any investment decision.

#### **4.3 Tax treatment and accounting**

Some Digital Assets and Orders may be subject to the tax laws and regulations in an applicable jurisdiction. The tax treatment and accounting of Digital Assets (and any ancillary benefits) is a largely untested area of law and practice that is subject to changes. Tax treatment of Digital Assets may vary amongst jurisdictions. We may receive queries, notices, requests or summons from tax authorities and as a result may be required to furnish certain information about the Order.

Among the accounting profession, there are no agreed standards and practices for how an auditor can perform assurance procedures to obtain sufficient audit evidence for the existence and ownership of the Digital Assets, and ascertain the reasonableness of the valuations.

If you are unsure about the tax implications of your Orders, you should seek independent professional advice before carrying out an Order.

#### **4.4 Inflation Risk**

Digital Assets may, either because of the inherent design of the Digital Asset or through Network Events, not be a fixed supply of assets. Where additional

Digital Assets are created, the asset's price may decline due to inflationary effects of adding additional Digital Assets to the total assets available.

#### **4.5 Concentration risk**

At any point in time, one or more persons may directly or indirectly control significant portions of the total supply of any particular Digital Asset. Acting individually or in concert, these holders may have significant influence, and may be able to influence or cause Network Events which may have a detrimental effect on price, value or functionality of the Digital Assets. Network Participants may make decisions that are not in your best interest as a holder of Digital Assets.

#### **4.6 Country risks**

If a transaction is made in any Digital Asset issued by a party subject to foreign laws or transactions made on markets in other jurisdictions, including markets formally linked to a domestic market, recovery of the sums invested and any profits or gains may be reduced, delayed or prevented by exchange controls, debt moratorium or other actions imposed by the government or other official bodies. Before you submit an Order, you should satisfy yourself about any rules or laws relevant to that particular Order.

Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should obtain independent advice about the different types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade. If your country of residence imposes restrictions on Digital Assets, we may be required to discontinue your access to the Account, and may not be permitted to transfer Digital Assets back to you or permit you to transfer Digital Assets from the Account to yourself or others, until such time as the regulatory environment permits us to do so.

#### **4.7 Regulatory uncertainty**

All Digital Assets are potentially exposed to legal and regulatory risks. The legal and regulatory treatment of some of the Digital Assets may change. Regulation of Digital Assets is unsettled and rapidly changing. Legal and regulatory treatment varies according to the jurisdiction. The effect of regulatory and legal risk is that any Digital Asset may decrease in value or lose all of its value due to legal or regulatory change. This may affect the value or potential profit of a Digital Asset Order.

We may cancel or modify your Order, restrict or suspend your use of the Exchange or your Account to comply with Applicable Law or for other reasons as specified in the Agreement.

We recommend you obtain independent legal, tax and financial advice and that you continue to monitor the legal and regulatory position in respect of the Digital Assets and your Orders.

**4.8 Conflicts of interest**

We or other virtual asset trading platform operators may be acting as agents as well as principals for you. We or other service providers may facilitate the initial distribution of Digital Assets (such as, initial coin offerings), facilitate secondary market trading, or both, as in a traditional exchange, alternative trading system or securities broker. If these operations are not under the purview of any regulator, it would be difficult to detect, monitor and manage conflicts of interest.

**4.9 Authorized Persons**

Providing access to your Account to any other person involves risk. You must take all necessary steps to assure yourself that any Authorized Person is appropriate. You must also adopt such controls as you see fit to monitor the activities of such persons in relation to your Account to ensure they remain appropriate to act in that capacity.

## Annex II: Sub-Account Terms and Conditions

**THIS IS AN IMPORTANT DOCUMENT.**

**PLEASE READ IT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.**

**This document contains important information which applies to your dealing with us in relation to the use of Sub-Accounts on the Exchange, if applicable. You should read this document carefully and keep it for future reference.**

This document and other terms that apply to your activities may change from time to time. You should check our website for the latest terms and additional information before you enter into any new transaction.

### **1 Introduction**

#### **1.1 About this Addendum**

- (a) This Addendum sets out the terms and conditions that apply to Sub- Accounts and related services.
- (b) The Exchange Terms and Conditions apply to this Addendum.
- (c) The Sub-Account FAQs apply to this Addendum. The Sub-Account FAQs may be amended or varied by us from time to time through an Agreed Communication Method. The updated Sub-Account FAQs will apply from when they are published. Please ensure you always check the latest published version.
- (d) The Addendum and the Sub-Account FAQs form part of the Agreement.

#### **1.2 Additional definitions**

In this Addendum, the following terms have the following meanings, unless the contrary intention appears. Other terms have the meaning given to them in the Exchange Terms and Conditions.

**Addendum** means this “Addendum – Sub-Account Terms and Conditions”.

**Applicable Fees** means any fees relating to Sub-Accounts, as set out in the Sub-Account FAQs.

**Exchange Terms and Conditions** means the document described as such and published by Crypto.com.

**Master Account** means your primary account accessible by you under the Exchange Terms and Conditions.

**Sub-Account** means any additional and subsidiary account to the Master Account approved by Crypto.com under this Addendum.

**Sub-account FAQs** means the applicable Sub-Account FAQs published on the Site or App by Crypto.com.

## **2 Priority and references to Accounts**

### **2.1 Priority**

Subject to the application of any mandatory provisions of any Applicable Law, if there is any inconsistency between:

- (a) this Addendum and the Exchange Terms and Conditions and any specific terms applicable to a particular service that forms part of the Agreement, or to a particular jurisdiction, these specific terms prevail;
- (b) this Addendum and the Sub-Account FAQs, this Addendum prevails; or
- (c) this Addendum and any other addenda governing specific products or services provided by Crypto.com, this Addendum prevails.

### **2.2 References to Account**

If Crypto.com has agreed to make Sub-Accounts available to you under this Addendum, references to “Account” in the Exchange Terms and Conditions should be construed to mean the Master Account and each Sub-Account, unless expressly stated otherwise in this Addendum or in writing by Crypto.com.

## **3 Sub-Accounts**

### **3.1 Application**

- (a) Crypto.com may make Sub-Accounts available to you:
  - (i) in accordance with the Agreement; and
  - (ii) at our discretion, and only if:
    - (A) we have approved your Application and granted you a Master Account;

- (B) you have given us a separate application to create a Sub-Account and any other document, information or consent that we require;
  - (C) we have obtained any other information about you that we consider necessary; and
- (iii) subject to any further conditions relating to Sub-Accounts specified in the Sub-Account FAQs.
- (b) Different eligibility criteria may apply between applicants. We may refuse your Application for any reason. Unless required by Applicable Law, we do not need to give reasons for refusing or accepting an Application.
- (c) If you are a resident of a particular Available Jurisdiction, or have a relevant connection to a particular jurisdiction, additional terms and conditions may apply as notified by us at any time.
- (d) A reference to “terms and conditions” in forms, statements, brochures and other documents we provide is a reference to the relevant terms contained in the Agreement.

## **4 Establishing and using Sub-Accounts**

### **4.1 Establishing Sub-Accounts**

- (a) If we approve your application:
  - (i) we will open one or more Sub-Account(s) in your name;
  - (ii) we may grant to you a non-exclusive, non-transferable personal right to use your Sub-Account(s) to trade Digital Assets, in addition to the Master Account; and
  - (iii) you may only use the Exchange, the Master Account, Sub-Account(s), an Agreed Communication Method and Exchange Materials for your own needs.
- (b) You may only hold one Master Account.
- (c) The number of Sub-Accounts you may hold is subject to Crypto.com’s sole discretion, and is described on the Sub-Account FAQs.
- (d) We have the sole discretion as to the opening, operation and closure of a Sub-Account or wallet(s) that forms part of your Sub-Account. Without limiting the terms of the Agreement, we may, at any time, without liability:

- (i) vary, suspend or close a Sub-Account;
  - (ii) specify or vary the scope and extent of a Sub-Account and the Exchange;
  - (iii) prescribe the specific products, services and/or Digital Assets supported in respect of a Sub-Account;
  - (iv) set or vary any limit regarding a Sub-Account; or
  - (v) restrict or impose conditions or limits on a Sub-Account.
- (e) All Sub-Accounts are established and maintained by us for the sole purpose of providing the Exchange and recording relevant Digital Asset movements. In no circumstances should a Sub-Account be interpreted as a banking or custody service, or a stored value facility, of any kind.

#### **4.2 Sub-Account operations**

- (a) Without limiting our other rights or obligations under the Agreement, and subject to Applicable Law:
- (i) we will record, in your Sub-Account, any amounts of Digital Assets received by us from you in connection with the Exchange;
  - (ii) we may deduct from your Sub-Account and pay, whether to us or otherwise:
    - (A) any Applicable Fees and Costs;
    - (B) any payments required in respect of an Executed Order;
  - (iii) transfer Digital Assets in accordance with clause 4.3.
- (b) We may make payments from your Sub-Account without any express instructions from you, and you authorize us to make such payments in accordance with the Agreement.

#### **4.3 Transfers**

- (a) You may transfer Digital Assets:
- (i) within any wallets that are associated with a specific Sub-Account; and
  - (ii) between different Sub-Accounts, and between a Sub-Account and the Master Account, through Wallets associated with Sub-Accounts and the Master Account, as applicable.



- (b) You may only request us to transfer Digital Assets recorded in your Wallet to an external digital address, through your Master Account in accordance with the Exchange Terms and Conditions.

#### **4.4 Sub-Account access and additional restrictions**

- (a) You may access and view the Master Account and all applicable Sub-Accounts.
- (b) Crypto.com may impose restrictions on the visibility of, and access to, Sub-Accounts, including those described in clause 4.5 and in respect of Authorized Persons.

#### **4.5 Additional terms for certain corporate users**

- (a) In addition to issuing a Master Account user name and password, we may in our sole discretion, issue you with Sub-Account user name and password, or other appropriate log-in details or access method for your Sub-Account.
- (b) An Authorized Person who has access and visibility to a Sub-Account with separate user name and password described in clause 4.5(a) cannot view the Master Account or any other Sub-Account, unless specifically authorized by you.
- (c) You are responsible for ensuring that any Authorized Person keeps the applicable log-in details or access method confidential so that the applicable Sub-Account cannot be accessed or used by an unauthorized person.
- (d) You, and any Authorized Person, must comply with any specifications that we make in relation to the use of the Exchange and an Agreed Communication Method. This includes with respect to any authentication and other security procedures.

#### **4.6 Set-off: Sub-Accounts**

Sub-Account do not affect any set-off or other rights that we have under the Agreement. In addition:

- (a) if a deficit or liability arises on one or more Sub-Accounts, Crypto.com reserves the right in its sole discretion, to take any action to offset that deficit, in part or in full, against one or more Sub-Accounts or the Master Account with a positive balance; and
- (b) you acknowledge and agree that Crypto.com may not issue you a notice when it exercises its rights under this clause 4.6.

#### **4.7 Applicable Fees**

You agree to pay the Applicable Fees for the use of Sub-Accounts, in addition to any other amounts payable under the Agreement.

## **5 Representations and warranties**

Without limitation to the representations warranties in the Exchange Terms and Conditions, you represent and warrant that:

- (a) each and every Sub-Account is opened and operated for you on your own behalf, and not for any third party as agent or otherwise; and
- (b) you may not under any circumstances allow any other person, other than an Authorized Person, to use a Sub-Account.

## **6 Closing a Sub-Account**

### **6.1 Maintenance of a Master Account**

You must maintain the Master Account at all material times under the Agreement. If you terminate Master Account for any reasons, the Agreement, this Addendum and all Sub-Accounts will be terminated and closed without prior notice.

### **6.2 Closure by either party**

Either you or we may terminate a Sub-Account, by giving the other party at least seven days' notice.

### **6.3 Closure by Crypto.com**

Without prejudice to the generality of Exchange Terms and Conditions, Crypto.com may close all or any of the Sub-Accounts immediately without notice to you if:

- (a) there is any change of Applicable Law which prohibits or renders illegal the maintenance or operation of such Sub-Accounts; or
- (b) Crypto.com's records show a zero balance on any of such Sub-Accounts for a period of three continuous years or for such shorter period as Crypto.com may reasonably prescribe in writing.

### **6.4 Consequences of closure**

- (a) If Crypto.com closes a Sub-Account pursuant to this clause 6, it may close out any and all positions and Orders Crypto.com considers, as is required to close the Sub-Account.
- (b) Upon termination, any remaining balances within the Sub-Account will be transferred to the Wallet associated with the Master Account.

- (c) You agree that you will not hold Crypto.com liable for any Loss arising from action taken under clause 6.4(a).

## **7 Indemnity**

In addition to our general rights of indemnity under the Agreement, you agree to indemnify us and each other Crypto.com Group Member, and indemnified party (as defined in the Exchange Terms and Conditions) against, and must pay the indemnified party on demand for, any Loss the indemnified party may sustain or incur in relation to, in connect with or arising from, any Sub-Account, including without limitation:

- (a) any claim that you are not are not the principal or sole owner of the Master Account and Sub-Account; or
- (b) you were not responsible for the actions carried in respect of any Sub-Account.

## **8 Miscellaneous**

### **8.1 Statements**

Crypto.com may, in its sole discretion, make available to you statements on a consolidated basis or on a per Sub-Account basis.

### **8.2 Calculation of benefits, fees and rebates**

Treatment and calculation of specific benefits, interest, and rebates payable at a Sub-Account level are as described on the Sub-Account FAQs, and otherwise treated in accordance with the Agreement.

## **9 Risk disclosure statement**

In addition to any other risks disclosed by us that are relevant to your use of the Exchange and the Services, there are specific risks associated with the operation of Sub-Accounts.

Without limitation, when operating multiple Sub-Accounts, you are responsible and liable for any and all trades or transactions entered into with respect to such Sub-Accounts, irrespective of whether such Orders are placed directly by you. It is your sole responsibility to ensure that any and all trades are Executed correctly.

## **Annex III: E-Sign Disclosure and Consent**

### **E-SIGN Consent to Use Electronic Records and Signature.**

We are legally required to provide you with certain disclosures and information about the use of electronic records and electronic signatures as well as the electronic delivery of disclosures, documents, notices, and other information.

### **Electronic Delivery of Disclosures and Notices.**

The following disclosures are required by the federal Electronic Signatures in Global and National Commerce Act (“**E-SIGN**”) and related state laws. As part of the application process, including the establishment and ongoing maintenance of your Account, you have the option to receive all required documents and disclosures electronically. In order for you to take advantage of this service, you must first be provided with this E-SIGN Disclosure and Consent document. If, after reading this document carefully, you continue to access and use the Services, that constitutes your affirmative consent to receive disclosures, notices, and other documents and all changes to the disclosures, notices, etc. (“**Records and Communications**”) electronically.

Your agreement permits us to communicate with you via email as well as to our general use of electronic records and electronic signatures in connection with the Services. You further agree that your computer or mobile device satisfies the hardware and software requirements specified below and that you have provided us with a current email address to which we may send electronic Records and Communications to you. If you do not consent to receiving Records and Communications or transacting via electronic records or signatures, you should not use the Services.

### **Types of Disclosures and Notices That Will be Provided in Electronic Form.**

You agree that we may provide you with Records and Communications in electronic format. Your consent to receive electronic Records and Communications includes, but is not limited to:

- All legal and regulatory disclosures, documentation, contracts, Terms, policies, rules and other communications related to the Services, including updates thereto;
- Notices or disclosures about a change in the terms concerning the Services;
- Account details, history, transaction receipts, confirmation, and any other Account or transaction information;
- Privacy policies and notices;
- Other communications that we may include from time to time as part of our products and services.

### **Providing Records and Communications in Electronic Form.**

If you consent, we will provide Records and Communications to you in electronic form by (i) by email and hyperlinks included in emails, (ii) websites, (iii) mobile applications, (iv) mobile websites, or (v) SMS messages (including text messages).

**Hardware and Software Requirements.**

To receive an electronic copy of Records and Communications, you must have: (1) a personal computer or other device capable of accessing the internet; (2) internet access; (3) a valid email address and mobile device that can receive text messages; (4) a widely-used, recent-generation web browser (for example, Chrome or Internet Explorer); (5) a current version of a program that accurately reads and displays PDF files (such as Adobe Reader 10 or above); (6) a printer, hard drive or other storage capability.

Your access to this page verifies that your system/device/software meets these requirements listed above.

**Additional Mobile Technology Requirements.**

If you are accessing our site and any consents or disclosures electronically via a mobile device (such as a smartphone, tablet, and the like), in addition to the above requirements you must make sure that you have software on your mobile device that allows you to print and save any such consents or disclosures presented to you during the Application process. These applications can be found for most mobile devices in the devices' respective "app store". If you do not have these capabilities on your mobile device, please access our site through a device that provides these capabilities.

**Your enrollment in electronic services using our equipment.**

If you attempt to utilize any of our Services through one of our customer service representatives or using our Site or App, your Application may not be complete until you take additional action. We will advise you, at the time of your enrollment, of any additional action you must take. If you take the required action, it is an affirmation of your consent to use electronic records and signatures under the terms of this E-SIGN Consent.

**How to Withdraw Consent.**

You may withdraw your consent to receive Records and Communications in electronic form by contacting us at [regulatory-inquiries@crypto.com](mailto:regulatory-inquiries@crypto.com). Withdrawing your consent will cancel your agreement to receive Records and Communications in an electronic format related to the Services and may impact your ability to use or access your Account. We reserve the right to cancel services provided to you if you withdraw your consent to receive Records and Communications in electronic form.

Any withdrawal of your consent to receive electronic Records and Communications will be effective only after we have a reasonable period of time to process your withdrawal. You will not be charged a fee for withdrawing your consent to receive electronic Records and Communications.

**How to Update Your Information.**

You are responsible to provide us with a true, accurate and complete email address, contact and other information related to this E-SIGN Disclosure and Consent, and to maintain and update promptly any changes in that information. You can update your information through the App and/or Site.

**Requesting Paper Copies.**

We will not send a paper copy of any Records and Communications to you unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of your electronic Records and Communications by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy of any Records and Communications be mailed to you, contact us at [regulatory-inquiries@crypto.com](mailto:regulatory-inquiries@crypto.com). Please be sure to state that you are requesting a paper copy of particular Records and Communications. You may be charged a fee for such a request.

**Records and Communications in Writing.**

All Records and Communications in electronic or paper format from us to you will be considered “in writing.” You should print or download for your records a copy of this E-SIGN Disclosure and Consent and any other Records and Communications important to you.

**Termination/Changes.**

We reserve the right, in our sole discretion, to discontinue the provision of electronic Records and Communications, or to terminate or change the terms and conditions on which we provide electronic Records and Communications. We will provide you with notice of any such termination or change as required by law.

## **Annex IV: Disclosure of Conflicts of Interest and Other Matters**

The purpose of this Disclosure of Conflicts of Interest and Other Matters (“Conflicts Disclosure”) is to provide you with information about material conflicts of interest that may arise between you and us when you use the Exchange Services.

### **Decisions Regarding Order Execution**

By using the Exchange Services, you agree that we have discretion to decide where and how to direct your Orders or to solicit (or not solicit) persons to trade opposite those Orders. When we provide Exchange Services to you, we may direct Orders to affiliated or unaffiliated exchanges, electronic trading platforms, executing dealers, market makers, liquidity providers, executing firms, individual brokers or brokerage groups for execution. We, or our affiliates, may derive financial and other benefits (such as the right/obligation to receive/provide payment for order flow or other fees) from decisions on where and how to direct your Orders, as well as on decisions related to Order handling. These decisions may create potential conflicts of interest with regard to our Order handling decisions.

### **Market Information**

Acting as an Exchange may give us broad access to the current status of certain markets, investments and products. As a result, we may be in possession of information, which, if known to you, might cause you to seek to dispose of, retain or increase interests in one or more Digital Asset transactions. We will be under no duty to make any such information available to you, except to the extent that disclosure may be required under Applicable Law.

### **Ownership and Other Interests in Electronic Trading Platforms/Exchanges**

You also should be aware that we may own stock in, or have some other form of ownership interest in, one or more U.S. or foreign electronic trading platforms or exchanges where your Digital Asset transactions may be executed. As a result, we may receive financial or other benefits related to our ownership interest when Digital Asset transactions are executed on a given electronic trading platform, and we would, in such circumstances, have an incentive to persuade you to have Digital Asset transactions executed on that electronic trading platform rather than in another market. In addition, our employees and officers may also serve on the board of directors or on one or more committees of an electronic trading platform or exchange.

## Annex V: Staking Services Terms and Conditions

### 1. General Provisions

#### 1.1. On-Chain Staking

##### 1.1.1. Description of the Staking Service and Role of Relevant Parties

On-Chain Staking (“**On-Chain Staking**”) is an online service facilitated by us, our affiliates and/or third-party service providers (together, the “**Staking Providers**”) that gives eligible persons (“**Staking Users**”) the option to participate in Proof-of-Stake consensus mechanisms on supported blockchains to secure the applicable network by validating transactions propagated over the network (“**staking**” or “**stake**”). The Crypto Assets eligible for On-Chain Staking (“**On-Chain Crypto Assets**”) shall depend on the supported blockchains as determined by us (including with respect to arrangements we may have in place with third-party service providers) and are therefore subject to change at any time at our discretion.

Crypto.com will facilitate the staking of your On-Chain Crypto Assets by enabling you to select a specific type and amount of crypto assets to be staked; by contracting with Staking Providers to stake those designated crypto assets on your behalf; keeping records of your On-Chain Crypto Assets and any accrued validation rewards; and facilitating the distribution of any applicable portion of the Validation Rewards (defined in Section 1.1.3 of this Annex V below) to you less a fee paid to us for providing you with On-Chain Staking, dependent on the specific supported blockchain and the terms of our arrangement with any third party service provider - see Section 1.1.3 of this Annex V below), which may be updated from time to time here. By using the On-Chain Staking service, you authorize Crypto.com to facilitate the staking of your Crypto Assets by the Staking Providers.

Foris DAX Trust Company will be the custodian of the staked assets and hold them for your benefit. It will custody the staked assets and any Validation Rewards received from the Staking Providers in omnibus staking wallets that are separate and distinct from omnibus staking wallets used to safekeep unstaked crypto assets held on behalf of Crypto.com’s customers. Custody, possession and control of staked Crypto Assets will not be transferred to the Staking Providers. Your crypto assets will continue to be attributed to your account. The Staking Providers will facilitate the staking of those On-Chain Crypto Assets on your behalf by acting as a transaction validator on the applicable Proof-of-Stake network for the On-Chain Crypto Asset you have chosen to stake and distribute any applicable rewards to Foris DAX Trust Company.

##### 1.1.2. Staking and Unstaking

After you choose to stake your On-Chain Crypto Assets, your assets will enter the activation period as they are in the process of being staked. Crypto.com establishes this activation period to be consistent with bonding periods imposed by the applicable network. Accordingly, the estimated activation period may be longer for some Crypto Assets than for others as the activation period may be influenced by the bonding period imposed by that Crypto Asset’s blockchain network (if any). You will not be able to sell, withdraw, or unstake your On-Chain Crypto Assets until the activation period has ended. Validation



Rewards will not be generated until after the activation period has ended. Similarly, after you choose to unstake your staked crypto assets, you will not be able to sell or withdraw your Crypto Assets until the unbonding period is over. Validation Rewards will not be generated during the unbonding period. The estimated unbonding period may vary per Crypto Asset. Additional information about this process and estimates of the unbonding period duration may be included in FAQs and other documents available on the Crypto.com website.

Different blockchain protocols may calculate and distribute Validation Rewards on a daily, weekly, monthly or other periodic basis. When you unstake your Crypto Assets during one of these periods, you may be ineligible to receive any Validation Rewards for that period.

#### 1.1.3. **Validation Rewards, Commissions, and Fees**

In return for securing the applicable network for the On-Chain Crypto Assets by validating blocks of transactions propagated over the network, that network may provide transaction validators with a reward ("**Validation Reward**"). If the Staking Providers successfully validate a block of transactions in respect of On-Chain Crypto Assets in accordance with your instructions, you may be entitled to an applicable portion of the Validation Reward in proportion to the amount of On-Chain Crypto Assets you have staked. The Validation Rewards are granted by and determined by the protocols of the applicable On-Chain Crypto Asset network. Accordingly, the Validation Rewards may change from time to time due to the On-Chain Crypto Asset network. Changes in the inflation/deflation rate of the Crypto Asset or the total amount of Crypto Assets staked by all validators could impact the Validation Reward. The Validation Rewards which you receive will be the actual rate of rewards received from Validators, net of any commissions received by the Validators from the network ("**Validator Commissions**") and net of fees that we may charge you for providing this service. We may receive rebates from Validators out of the Validation Commissions for certain On-Chain Crypto Assets but these rebates do not affect the Validation Reward.

You have no right to any reward in respect of On-Chain Staking until it is generated (or unbonded as applicable) by the respective supported blockchain and disbursed to you thereafter via blockchain addresses facilitated by us. The actual Validation Rewards will only be distributed to you when they have been received from the respective supported blockchain protocol. They will be disbursed to you thereafter via blockchain addresses facilitated by Crypto.com Where the relevant blockchain protocols offer compounded rewards, Crypto.com will credit your rewards as (Staked). For example, your account will reflect them as SOL (Staked). For rewards that are non-compounded by the blockchain protocol, the rewards are credited to Available Quantity under your Balances.

Crypto.com may, at our sole discretion, provide you with our approximated projection of the Validation Rewards you may be entitled to if the Staking Providers successfully validate a block of transactions in respect of On-Chain Crypto Assets which you have staked, pre- or post-deduction of fees ("**Estimated APR**") but you understand that the Estimated APR provided by us is purely an estimation of the Validation Rewards and is in no way a guarantee or confirmation that you will actually receive such Validation Rewards or such amount of Validation Rewards.

You acknowledge that the Estimated APR and actual Validation Rewards, including the timing and frequency of Validation Rewards, may change over time and depend on the applicable On-Chain Crypto Asset network.

CRYPTO.COM AND THE STAKING PROVIDERS DO NOT GUARANTEE THAT YOU WILL RECEIVE ANY VALIDATION REWARDS, ANY SPECIFIC STAKING REWARD, OR ANY ESTIMATED APR. YOU ACKNOWLEDGE AND AGREE THAT CRYPTO.COM, ITS AFFILIATES AND THE STAKING PROVIDERS, ARE NOT LIABLE FOR ANY FAILURE BY THE APPLICABLE NETWORK OR OTHER THIRD PARTY IN DISBURSING ANY VALIDATION OR OTHER STAKING REWARD. YOU ACKNOWLEDGE THAT PAST VALIDATION REWARDS ARE NOT INDICATIVE OF EXPECTED FUTURE VALIDATION REWARDS.

#### 1.1.4. **Slashing/Jailing**

Some On-Chain Crypto Asset networks subject staked assets to “slashing” or “jailing” if the transaction validator representing those assets incorrectly validates or fails to validate a transaction. As a result, there may be non-payment of Validation Rewards and the staked On-Chain Crypto Assets may be subject to a penalty.

The Staking Providers will use commercially reasonable efforts to prevent any staked assets from slashing/jailing; however, in the event that slashing/jailing occurs, unless otherwise provided herein, Crypto.com will endeavor to (but will have no obligation to) replace your On-Chain Crypto Assets at no additional cost, provided that the penalties are not a result of:

- (i) your acts or omissions;
- (ii) maintenance of the applicable On-Chain Crypto Asset network, bugs, errors;
- (iii) acts by a hacker or other malicious actor; or
- (iv) Force Majeure events.

You acknowledge and agree that slashing/jailing may result in partial or total loss of your On-Chain Crypto Assets and applicable portion of the Validation Rewards.

### 1.2. **Liquid Staked Tokens**

#### 1.2.1. **Description of the Liquid Staked Tokens**

You may at your sole discretion elect to sell On-Chain Crypto Assets to us for a receipt token (“**Liquid Staked Token**”). You may withdraw, transfer, or sell the Liquid Staked Token outside of the Exchange. If the holder of the Liquid Staked Token has an Exchange Account, the holder may liquidate the Liquid Staking Token for the equivalent value of the underlying Crypto Assets together with associated staking rewards, minus any fees, spread, and slashing penalties, from us. By electing to exchange your On-Chain Crypto Assets for Liquid Staked Tokens, you understand and agree to transfer ownership of your On-Chain Crypto Assets to Crypto.com in return for the Liquid Staked Tokens.

Liquid Staked Tokens may be compatible with other protocols, software or technology, including those provided by third parties.

The staked Crypto Assets underlying Liquid Staked Tokens are subject to the risk of slashing described in Section 1.1.4 above.

#### **1.2.2. Redemption of Liquid Staked Tokens**

- a. If you hold Liquid Staked Tokens in your Account and satisfy eligibility requirements, you may instruct Crypto.com to purchase your Liquid Staked Tokens, thereby liquidating the Liquid Staked Token for the equivalent value of the underlying Crypto Asset together with any associated staking rewards less any applicable fees and slashing penalties.
- b. If you redeem your Liquid Staked Tokens for the underlying Crypto Asset, it will only be available for your use or withdrawal after your request has been processed and returned to your Wallet
- c. To liquidate Liquid Staked Tokens, you will need to be an eligible Staking User in accordance with the terms of this Agreement. Additional jurisdictional restrictions or criteria may apply, and eligibility is subject to change. Requests to liquidate Liquid Staked Tokens may not be processed immediately.

#### **1.3. Optional Service**

You are not required to use On-Chain Staking or use Liquid Staked Tokens and you can opt out of any staking services (subject to the Terms and Conditions) by unstaking your On-Chain Crypto Assets at any time. The use of any other product offered by us is not dependent on or determinative of your use of the On-Chain Staking or Liquid Staked Token products.

You should conduct your own due diligence and consult your advisors before making any decision including whether to participate in On-Chain Staking, Liquid Staked Token transactions and related transactions.

#### **1.4. No Fiduciary Services**

Crypto.com is not your trustee, investment advisor, investment manager or fiduciary. By facilitating On-Chain Staking and Liquid Staked Token transactions, Crypto.com does not become a trustee, investment advisor, investment manager or form any sort of fiduciary relationship with you. We have no trust or other obligations with respect to your Crypto Assets other than those expressly specified in the Terms and Conditions.

## Annex VI: Fiat Wallet Service

**1. Use.** Subject to the limitations set forth in this Agreement, you may use your Fiat Wallet to: (1) load funds; (2) purchase cryptocurrency through the Exchange Services; (3) receive the Fiat Currency proceeds of the sale of cryptocurrency through the Exchange Services; and (4) withdraw Fiat Currency to your Verified Bank Account (as defined below). You agree that you will use your Fiat Wallet solely for your own purposes. You may not withdraw cash from your Wallet; however, you may transfer funds out to your Verified Bank Account.

**2. Authorized Users.** If you permit another person to have access to your Fiat Wallet, you are liable for all transactions made with the Wallet and all related fees incurred by those persons. To cancel your Fiat Wallet, you may contact us by telephone at the toll-free number 1-888-824-8817 or by email at chat.crypto.com. If you tell us to revoke (cancel) another person's use of your Account, we will revoke (cancel) your Account. You are wholly responsible for the use of your Account according to the terms of this Agreement and other applicable laws.

**3. Payments.** Payments under the Exchange Services can be made from or to your Fiat Wallet, including the USD Bundle, that we may make available from time to time, or that you may instruct Crypto.com to use subject to Crypto.com's consent. You agree that settlement may be done without notice. To utilize the USD Bundle, you agree that the value of a USD deposit will be credited to you in Stablecoins at a 1:1 ratio less any USD deposit fees (if any), which shall be borne by you entirely. All USD deposits are not reversible or refundable, unless we determine, at our absolute discretion, that it is in our interest to do so.

**4. Deposits/Load.** You may add funds in USD to your Fiat Wallet at any time. You agree to meet identification requirements to complete value load transactions as may be required from time to time. You may deposit funds to your Fiat Wallet by wire transfer using your bank's portal. Only wire transfers initiated from your bank account are accepted, meaning an account that matches your registered details as a user of the Exchange Services. You cannot load your Fiat Wallet by cash, check, ACH, or money order. Funds transferred from non-Verified Bank Accounts will be rejected. Third-party deposits are not accepted. By sending us a deposit instruction, you agree and authorize Crypto.com and/or our third-party service providers to handle and process your instructions. You hereby agree and authorize us to redeem any such funds from our third-party service providers on your behalf, and you also agree and authorize our third-party service providers to transfer such funds to us, in the event that any relevant agreements that we have with such third-party service providers are terminated for any reason. You may be provided with a virtual account number, virtual IBAN ("**VIBAN**"), reference number, or other identifier to complete your instructions. You hereby understand and agree that a VIBAN is not a customary bank account, and cannot be used as a customary bank account or for purposes other than Fiat Currency deposits or Fiat Currency withdrawals. You shall only make a Fiat Currency deposit if you are the registered beneficial owner of both the external bank account ("**Verified Bank Account**") and your Fiat Wallet. If the registered account names of the Verified Bank Account and your Account are inconsistent or we are unable to verify such bank account for whatever reason, we may require you to provide additional proof prior to the completion of the Fiat Currency deposit and such process will cause delay to the deposit. All Fiat Currency deposits are not reversible or refundable, unless we determine otherwise, at our absolute discretion. In addition, we may, at our absolute discretion, reverse, cancel, void or refuse to process any Fiat Currency deposit instructions, subject to Applicable Law.

**4. Withdrawals.** You may not withdraw cash from your Fiat Wallet; however, you may transfer funds out to your Verified Bank Account. You may withdraw your USD Bundle in Fiat Currencies by instructing a bank transfer from your Fiat Wallet, if you have an available USD Bundle balance, to your Verified Bank Account, meaning the same bank account from which you have previously made a successful deposit of Fiat Currencies, by providing the relevant information requested by us. By sending

us a withdrawal instruction, you agree and authorize Crypto.com and/or our third-party service providers to handle and process your instructions. You may be provided with a virtual account number, reference number, or other identifier to complete your instructions. Moreover, you agree and authorize Crypto.com to transmit the corresponding value of your USD Bundle in the form of Fiat Currencies at a 1:1 ratio less any fees from your Fiat Wallet and credit the funds to your Verified Bank Account. You should allow adequate processing times for the funds to reach your Verified Bank Account. All withdrawals are not reversible or refundable, unless we determine otherwise, at our absolute discretion. In addition, we may, at our absolute discretion, reverse, cancel, void or refuse to process any withdrawal instructions, subject to Applicable Law.

**5. Limitations on Frequency and Dollar Amounts of Transactions; Wallet Balances.** Limitations on the frequency and dollar amount of loads and withdrawals as well as the balance of the Fiat Wallet are described below as well as on the Website and relevant FAQs. The schedule may be revised from time to time. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Account as well as the total account balance.

	MONTHLY	DAILY
Maximum Balance	Unlimited	Unlimited
Loads	Unlimited number of loads. Minimum deposit is \$500.	Unlimited number of loads. Minimum deposit is \$500.
Withdrawals	The aggregate of the daily limits for the month and minimum withdrawal amount is US\$500	Minimum withdrawal amount is US\$500 and not exceeding \$5,000,000 per day.

Any fees chargeable by your bank and any intermediary third-party service providers relating to a withdrawal, including but not limited to any administration or currency conversion fees, intermediary banks' or third-party service providers' processing fees and your bank's processing fees shall be borne by you entirely.

**6. No "Pass-Through" FDIC Insurance for USD Deposits; No FDIC Insurance for Stablecoins.** The Fiat Wallet is not a depository account or other account with any depository institution. The USD funds in your Fiat Wallet are held at Customers Bank but we may replace Customers Bank with one or more FDIC-insured depository institutions of similar financial soundness or utilize additional FDIC-insured depository institutions of similar financial soundness (each a "**Fiat Depository Institution**") at any time and move your funds to one or more omnibus custody accounts to the other FDIC-insured depository institutions; provided, we will identify any such replacement or additional Fiat Depository Institutions by providing reasonable prior notice to you. The USD Funds will be placed by Crypto.com at the applicable Fiat Depository Institution in an omnibus custody account that also holds USD funds in Fiat Wallets of other Crypto.com customers. You retain beneficial ownership of your USD funds in the applicable account(s), but your Fiat Wallet is not provided by, and you are not a customer of, the Fiat Depository Institution. For clarity, we have no ownership of USD funds in your Fiat Wallet, and our only control of or discretion over USD funds in Fiat Wallets on any basis is to execute your instructions, including payment instructions as covered in Section 3.7, and to select the Fiat Depository Institution that will maintain the omnibus custody account where the funds are placed. You will not receive any interest on your USD funds. The funds in the omnibus custody account, which includes the funds of other customers, are collectively insured by the FDIC up to \$250,000 in the event the Fiat Depository Institution(s) fails, if specific deposit insurance requirements are met. Your funds are not eligible for pass-through-FDIC insurance. Accordingly, if there are funds in the omnibus custody account in excess of \$250,000 and the Fiat Depository Institution fails, FDIC insurance may not apply to the funds in excess of \$250,000. FDIC insurance does not protect your funds in the event of the failure of

Crypto.com or against the risk of theft or fraud. Digital Assets are not deposits with, held by or guaranteed by any Fiat Depository Institution, are not FDIC-insured, and are subject to investment risk, including possible loss of the principal amount invested. As described and agreed to in Section 3 of the Agreement, you agree that the value of the USD deposit will be credited to you in Stablecoins at a 1:1 ratio less any USD deposit fees (if any), which shall be borne by you entirely. Any USD deposit credited in Stablecoins is not held by a Fiat Depository Institution; rather, they are held in your Fiat Wallet pursuant to these Terms and Conditions. Digital Assets, including Stablecoins, are not deposits with, held by, or guaranteed by any Fiat Depository Institution, are not FDIC-insured, and are subject to investment risk, including possible loss of the principal amount invested.

**7. Fees.** The USD funds in your Wallet will not expire but may be subject to fees, as disclosed in the table below as well as on the Website and relevant FAQs:

TYPE	COST	DETAILS
<b>Deposits/Loads</b>		
Wire Transfer	No Charge	No charge to wire Fiat Currency to the Fiat Wallet. However note that banks may apply processing fees.
Receive Fiat Currency from Cryptocurrency Sales	No Charge	No charge to deposit Fiat Currency from cryptocurrency sales using the Fiat Wallet
<b>Withdrawals</b>		
Wire Transfer	\$20	A fee of \$20 per wire will be charged.
<b>Other Fees</b>		
Maintenance Fees	No Charge	No monthly or periodic
Erroneous wire instructions (deposit or withdrawal)	\$40	A fee of US\$40 will be applied to every return of an erroneous USD deposit.

Any fees chargeable by your bank and any intermediary third-party service providers relating to a load or withdrawal, including but not limited to any administration or currency conversion fees, intermediary banks' or third-party service providers' processing fees and your bank's processing fees shall be borne by you entirely.

**8. Wallet Cancellation and Suspension; Limitations.** We reserve the right, in our sole discretion, to limit your use of the Fiat Wallet, including cancelling, reversing, suspending, limiting or prohibiting any suspicious or questionable transactions. We may refuse to issue an account, revoke account privileges or incentives or cancel your account with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Fiat Wallet, you may do so by calling 1-888-824-8817 or emailing chat.crypto.com. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Fiat Wallet. Our cancellation of account privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your account privileges through no fault of yours, you will be entitled to a refund as provided below in the Section titled "Amendment and Cancellation." Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

**9. Collection of Personal Information.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who obtains a Fiat Wallet. What this means for you: When you apply for a Fiat Wallet, we will ask for your name, address, date of birth,

social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity. You hereby represent and warrant that any and all information provided to us is always complete, accurate, 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 such revised and updated information without delay. If 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. Failure to provide up-to-date information may result in your inability or termination to or adversely affect your use of the Fiat Wallet. You undertake to indemnify us for any and all losses incurred as a result of your failure to provide complete, accurate and up-to-date information. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially law enforcement investigation. We reserve the right to restrict or delay your access to any such USD funds. For further information about how your data is used and processed, please refer to our Privacy Notice.

## Annex VII: USD to Digital Asset Conversions

1. When effecting a USD to Digital Asset Conversion (“**USD to DA Conversion**”), you are buying such Digital Asset from [Crypto.com](https://crypto.com) directly. In this capacity, Crypto.com will be dealing as a principal on its own account and will not be acting as an intermediary or marketplace between other buyers and sellers of Digital Assets.

For every USD to DA Conversion transaction, you will be shown the actual exchange rate and total price of the transaction in the transaction confirmation. That is the controlling pricing information. Please make sure to carefully review the pricing information in the confirmation screen because that pricing will be binding if you choose to execute the transaction.

SEPARATE FROM AND IRRESPECTIVE OF ANY FEES, THE PRICE AT WHICH WE WILL BUY AN ASSET FROM YOU OR SELL AN ASSET TO YOU INCLUDES A MARKUP OR MARKDOWN THAT CONSTITUTES A SPREAD CHARGED BY THE COMPANY. YOU AGREE TO PAY ANY FEES (IF APPLICABLE) AND THE MARKUP/MARKDOWN WHEN USING THE SERVICES.

2. For a USD to DA Conversion to be effected, you may effect a payment to Crypto.com via:
  - a. your Eligible Card by providing your Eligible Card details, as well as the relevant amount to be converted, through the Site or App. In such a case, you acknowledge that the transfer of USD will depend on the performance of such transfer by your bank. Upon Crypto.com's receipt of confirmation that such Eligible Card transaction has been authorized, Crypto.com will credit the relevant amount of Digital Asset to your Wallet;
  - b. a Third-Party Digital Wallet Application, if you already have an Eligible Card linked in such Third-Party Digital Wallet Application on your Enabled Device, through the Site or App. Upon Crypto.com's successful confirmation and authentication of such payment card transaction through the applicable Third-Party Digital Wallet Application, Crypto.com will credit the relevant amount of Digital Asset to your Wallet;
  - c. such other additional payment methods or payment instruments that [Crypto.com](https://crypto.com) may from time to time approve.
3. You agree that only Eligible Cards which are issued to and/or registered in your name will be used to effect payments to Crypto.com for USD to DA Conversions.
4. All USD to DA Conversions are irreversible and final once you have provided the relevant Instructions and/or payments to Crypto.com and you may not change, withdraw or cancel the authorization to us, as applicable, to complete any pending or partially completed transactions. We shall not be liable for any partially completed transactions or delays in the processing of your instructions, or inability to process your instructions due to delay, failure or interruption in, or unavailability of a Third-Party Digital Wallet Application. If your payment is not successful or if your payment instrument has insufficient funds, you authorize us, in our sole discretion, either to cancel the transaction or to debit your other payment instruments, including balances on your Account for any amount necessary to complete the transaction.
5. We reserve the right to cease any Third-Party Digital Wallet Application functionality enabled in the Site or App at our sole discretion without notice to you.
6. You shall be responsible for any fees charged by your bank or card issuer(s) (including any international transaction fees, card processing fees, cash advance fees and transfer to overseas service charges) relating to the purchase of Digital Assets with your Eligible Card. Some banks or card issuers may treat the purchasing of Digital Assets with credit card as cash advance



which may incur a high fee or interest rate. If you are in doubt, please check with your bank or credit card issuer prior to the purchasing of any Digital Assets.

7. All sales involving a USD to DA Conversion transaction are final.